



# INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA

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

**NOTICES TO THE PUBLIC:** (1) This meeting is accessible to the public both in person and, for convenience, via Zoom webinar. The Zoom webinar is accessible to the public at <https://zoom.us/j/868254781>. The meeting may also be accessed by telephone at the following numbers: (669) 900-6833; (346) 248-7799; (253) 215-8782; (929) 205-6099; (301) 715-8592; (312) 626-6799. Webinar ID: 868 254 781. Anyone unable to attend the Board meeting in person who wishes to make either a general public comment or a comment on a specific agenda item may do so by utilizing the Zoom "hand-raising" feature when appropriate during the meeting (the Chair will call on those who wish to speak). Generally, speakers are limited to three minutes. Remote participation for members of the public is provided for convenience only. In the event that the remote participation connection malfunctions for any reason, the Board of Supervisors reserves the right to conduct the meeting without remote access. Regardless of remote access, written public comments, limited to 250 words or fewer, may be emailed to the Assistant Clerk of the Board at [boardclerk@inyocounty.us](mailto:boardclerk@inyocounty.us). (2) In Compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting please contact the Clerk of the Board at (760) 878-0373 (28 CFR 35.102-35.104 ADA Title II). Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting. Should you because of a disability require appropriate alternative formatting of this agenda, please notify the Clerk of the Board 72 hours prior to the meeting to enable the County to make the agenda available in a reasonable alternative format. (Government Code Section 54954.2). (3) If a writing, that is a public record relating to an agenda item for an open session of a regular meeting of the Board of Supervisors, is distributed less than 72 hours prior to the meeting, the writing shall be available for public inspection at the Office of the Clerk of the Board of Supervisors, 224 N. Edwards, Independence, California and is available per Government Code § 54957.5(b)(1).

### REGULAR MEETING February 20, 2024

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

Start Time

- 8:30 A.M.** 1) **Public Comment on Closed Session Item(s)**  
Comments may be time-limited

#### CLOSED SESSION

- 2) **Conference w/ltch County's Labor Negotiators – Pursuant to Government Code §54957.6** – Regarding employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Nate Greenberg, Assistant County Administrator Sue Dishion, Deputy Personnel Director Keri Oney, County Counsel John-Carl Vallejo, Assistant County Counsel Christy Milovich, Senior Budget Analyst Denelle Carrington, Anna Scott, Amanda Phillips, and Jack Hughes.
- 3) **Conference with Legal Counsel – Existing Litigation – Pursuant to Government Code §54956.9(d)(1)** – Name of case: *Inyo v. Wolverine/Inyo, LLC et. al.* (Case No. 23UC70164).

- 4) **Public Employment – Pursuant to Government Code §54957 – Title: Assistant County Administrator.**

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

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

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

- 9) **Assignment of California Debt Limit Committee Allocation to Golden State Finance Authority**  
County Administrator | County Administrator  
  
**Recommended Action:** A) Approve a letter to the California Debt Limit Allocation Committee, requesting the assignment of Inyo County's anticipated 2024 allocation of private activity bonds to Golden State Finance Authority in order to participate in GSFA's affordable housing programs, and authorize the County Administrator to sign; and  
B) Authorize the County Administrator to sign the Housing Element Certification Form.
- 10) **Contract with Evergreen Solutions, LLC for the Provision of a Classification and Compensation Study**  
County Administrator - Personnel | Nate Greenberg  
  
**Recommended Action:** Approve the contract between the County of Inyo and Evergreen Solutions, LLC for the provision of a Classification and Compensation Study in an amount up to and not to exceed \$107,500 for the period of February 20, 2024 through February 3, 2025, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
- 11) **Copier-Printer Lease Agreement under State Contract between the County and ABM**  
County Administrator - Information Services | Noam Shendar  
  
**Recommended Action:** Approve a new lease agreement with American Business Machines under a pre-negotiated State contract in order to continue the servicing and replacement of copiers and printers throughout County offices at a leasing cost not to exceed \$245,000 per year for a term of 5 years, and authorize the Chief Information Officer to sign said agreement.



- 12) **Amendment 1 to Contract for Legal Services with Gibbs Giden et. al. LLC**  
County Counsel | John Vallejo

**Recommended Action:** Approve Amendment No. 1 to the Agreement between the County of Inyo and Gibbs Giden Locher Turner Senet & Wittbrodt LLP, increasing the contract to an amount not to exceed \$431,050, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

- 13) **Mental Health Services Contract with GHC of Anberry LLC dba Anberry Rehabilitation Center**

Health & Human Services - Behavioral Health | Anna Scott

**Recommended Action:** A) Declare GHC of Anberry, LLC dba Anberry Nursing & Rehabilitation Center of Atwater, CA, a sole-source provider of Mental Health Services; and B) Ratify and approve the agreement between the County of Inyo and GHC of Anberry, LLC dba Anberry Nursing & Rehabilitation Center of Atwater, CA for the provision of Mental Health Services in an amount not to exceed \$96,900 for the period of November 22, 2023 through June 30, 2024, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

- 14) **Mental Health Services Contract with GHC of Upland SNF, LLC dba Heritage Park Nursing Center**

Health & Human Services - Behavioral Health | Anna Scott

**Recommended Action:** A) Declare GHC of Upland SNF, LLC dba Heritage Park Nursing Center of Upland, CA, a sole-source provider of Mental Health Services; and B) Ratify and approve the agreement between the County of Inyo and GHC of Upland SNF, LLC dba Heritage Park Nursing Center of Upland, CA for the provision of Mental Health Services in an amount not to exceed \$83,160 for the period of November 13, 2023 through June 30, 2024, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

- 15) **Blanket Purchase Order for the Installation of Law Enforcement Equipment on New Patrol Vehicles**

County Administrator - Motor Pool | Miquela Beall

**Recommended Action:** Authorize the issuance of a blanket purchase order in an amount not to exceed \$200,000 payable to National Auto Fleet Group of Watsonville, CA for the installation of law enforcement equipment in the new patrol units for the Sheriff's Department.

- 16) **Tire Amnesty Events**

Public Works - Recycling & Waste Management | Cap Aubrey

**Recommended Action:** A) Waive all gate and disposal fees associated with the Tire Amnesty Events; and B) Authorize payment from Recycling Waste Management to American Refuse, our tire hauler, for pickup for these events only, in addition to their existing contract for tire hauling for waste management.

17) **Advisory Committee Appointment for County Service Area No. 2 (Bishop Creek Sewer)**

Public Works | Michael Errante

**Recommended Action:** Appoint Steven Leach to the County Service Area No. 2 (Bishop Creek Sewer) Advisory Committee to serve the remainder of the term ending December 1, 2024.

18) **Service Contract with Bay City Electric Works for Generator Maintenance**

Public Works | John Pinckney

**Recommended Action:** Ratify and approve the agreement between the County of Inyo and Bay City Electric Works of Livermore, CA for the provision of bi-annual generator maintenance in an amount not to exceed \$85,702.68 for the period of January 22, 2024 through January 22, 2027, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

**REGULAR AGENDA - MORNING**

19) **Project Contract Award for Independence Courthouse HVAC**

Public Works | John Pinckney

10 minutes (5min. Presentation / 5min. Discussion)

**Recommended Action:**

- A) Approve the bid received from Bishop Heating and Air and authorize Public Works to enter into an agreement to carry out the Independence Courthouse HVAC project as more fully described below;
- B) Amend the Fiscal Year 2023-2024 Deferred Maintenance Budget (011501) as follows: decrease estimated revenue in Operating Transfers In (4998) by \$675,159 and decrease appropriation in Professional Services (5265) by \$67,629 and decrease appropriation in Structures and Improvements (5640) by \$607,530 (*4/5ths vote required*);
- C) Amend the Fiscal Year 2023-2024 CAO-ACO Budget (010201) as follows: increase appropriation in Operating Transfers Out (5801) by \$100,000 (*4/5ths vote required*);
- D) Amend the Fiscal Year 2023-2024 American Rescue Plan Act - 2021 Budget (650200) as follows: increase appropriation in Operating Transfers Out (5801) by \$1,900,000 (*4/5ths vote required*);
- E) Amend the Fiscal Year 2023-2024 Public Works Courthouse Rehabilitation Deferred Maintenance Budget (011502) as follows: increase estimated revenue in Operating Transfers In (4998) by \$2,675,159 and increase appropriation in Structures and Improvements (5640) by \$67,629 and increase appropriation in Construction in Progress (5700) by \$2,607,530 (*4/5ths vote required*); and
- F) Ratify and approve the contract between the County of Inyo and Bishop Heating and Air Conditioning Inc. of Bishop, CA for the provision of HVAC System replacement in an amount not to exceed \$2,391,380 for the period of February 6, 2024, through December 31, 2024, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

20) **Donation of Trained K-9 from Esmeralda County Sheriff's Office**

Sheriff | Stephanie Rennie  
10 minutes (5min. Presentation / 5min. Discussion)

**Recommended Action:** Pursuant to Inyo County Code Section 6.26.020, accept a donation of Enwer, a German Shepherd dog trained in drug detection and apprehension, from the Esmeralda County Sheriff's Office.

21) **Fiscal Year 2023-2024 Mid-Year Financial Review**

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

**Recommended Action:**

- A) Accept the Fiscal Year 2023-2024 Mid-Year Financial Report as presented; and
- B) Approve the specific budget action items and recommendations discussed in the report, and represented in Attachments A & B (*4/5ths vote required*); and
- C) Direct staff to continue the emphasis on revenue attainment and expense savings in order to maximize year-end Fund Balances.

22) **Broadband Strategic Plan Overview from Tilson Technology**

County Administrator | Scott Armstrong  
30 minutes (20min. Presentation / 10min. Discussion)

**Recommended Action:** Receive presentation from Tilson Technology, the contractor for Golden State Finance Authority, on the Inyo County Broadband Planning and Feasibility Study, followed by a presentation from Regional Broadband Coordinator Scott Armstrong that includes a suggested section reading order, overview, and highlights.

23) **Personal Services Contract - Assistant County Clerk-Recorder**

County Administrator - Personnel | Keri Oney  
5 minutes (2.5min. Presentation 2.5min. Discussion)

**Recommended Action:**

- A) Approve the contract between the County of Inyo and Caroline Nott for the provision of personal services as the Assistant County Clerk-Recorder at Range 84, Step C, \$8,332 per month effective February 29, 2024, and authorize the Chairperson to sign;
- B) Approve the Job Description for the Assistant County Clerk-Recorder; and
- C) Direct staff to update the publicly available pay schedule accordingly.

**LUNCH**

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

## **REGULAR AGENDA - AFTERNOON**

- 1 P.M.** 25) **Appeal 2023-04/Steve Schuster - Appeal of November 15, 2023 Planning Commission Decision Regarding Short Term Rental Permit 2021-06/Collins**  
County Counsel | Grace Chuchla  
30 minutes (10min. Presentation / 20min. Discussion)

**Recommended Action:**

- A) Conduct a public hearing regarding Appeal 2023-04/Steve Schuster - Appeal of November 15, 2023 Planning Commission decision regarding Short Term Rental Permit 2021-06/Collins; and
- B) Uphold the November 17, 2023 Planning Commission Order After Hearing and deny Mr. Schuster's request to reinstate Hosted Short Term Rental Permit No. 2021-06/Collins.

## **ADDITIONAL PUBLIC COMMENT & REPORTS**

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

## **CORRESPONDENCE - INFORMATIONAL**

- 28) Treasury Status Report for the Quarter Ending December 31, 2023.
- 29) Department of Alcoholic Beverage Control application for transfer of Small Beer Manufacturer license from Cheryl Kay Zellhoefer to Badwater Brewing LLC for Death Valley Brewing, 59 Old Spanish Trail Building 1, Ste. A, Tecopa, CA 92389.



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DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

February 20, 2024

Reference ID:  
2023-4461

### Assignment of California Debt Limit Committee Allocation to Golden State Finance Authority County Administrator ACTION REQUIRED

**ITEM SUBMITTED BY**

County Administrator

**ITEM PRESENTED BY**

County Administrator

**RECOMMENDED ACTION:**

- A) Approve a letter to the California Debt Limit Allocation Committee, requesting the assignment of Inyo County's anticipated 2024 allocation of private activity bonds to Golden State Finance Authority in order to participate in GSFA's affordable housing programs, and authorize the County Administrator to sign; and
- B) Authorize the County Administrator to sign the Housing Element Certification Form.

**BACKGROUND / SUMMARY / JUSTIFICATION:**

The County has participated in the Golden State Finance Authority (GSFA) since its inception. The program was developed by the Rural County Representatives of California (RCRC) to provide rural communities with mortgage financing alternatives. GSFA partners with local and national financial and lending institutions to provide affordable homeownership programs with a focus on low- to moderate-income families in California.

Every year the California Debt Limit Allocation Committee assigns each county its per capita portion of private activity funds. GSFA subsequently requests the assignment of the counties' allocation so that its residents may take advantage of the housing programs developed by GSFA using Mortgage Revenue Bonds (MRB) and/or Mortgage Credit Certificates (MCC). The last time Inyo County assigned its allocation to GSFA was in 2019, since which time the Debt Allocation Committee has not allocated any new funds to counties. GSFA is hopeful new funds will be allocated in 2024 and is again asking the County for its allocation so Inyo may participate in the MCC program.

The Board has historically voted to allocate Inyo County's per capita portion, averaging between \$115,000 and \$125,000, for inclusion in the GSFA's programs. Inyo County's allocation was \$122,632 in 2019. Alone, this amount would not likely be able to assist any borrower, hence the GSFA's goal of pooling counties' allotments.

Local residents have been able to benefit from GSFA's programs in the past. GSFA has provided \$1,416,239 in first mortgages to date, as well as \$25,771 in second mortgages and \$32,626 in "gifts," both of which were for down payment assistance. Second mortgages are repayable and gift funds are forgiven when the home purchase transactions close.

**FISCAL IMPACT:**

<b>Funding Source</b>	Non-General Fund	<b>Budget Unit</b>	N/A
<b>Budgeted?</b>	No	<b>Object Code</b>	N/A
<b>Recurrence</b>	N/A		
<b>Current Fiscal Year Impact</b>			
None, unless the Board declines to reassign its anticipated 2024 allocation to GSFA.			
<b>Future Fiscal Year Impacts</b>			
<b>Additional Information</b>			

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

Your Board could choose not to send the letter. This alternative is not recommended, as not meeting the requirements of the program may preclude Inyo County from participating in this mortgage financing opportunity for our residents who are first-time home buyers.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

- 2024 Allocation Assignment Acknowledgement
- Housing Element Certification Form

**APPROVALS:**

Darcy Ellis	Created/Initiated - 12/28/2023
John Vallejo	Approved - 12/29/2023
Amy Shepherd	Approved - 2/9/2024
Nate Greenberg	Final Approval - 2/11/2024



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January 9, 2024

Ms. Misty Armstrong, Program Manager  
California Debt Limit Allocation Committee  
915 Capitol Mall, Room 303  
Sacramento, CA 95814

**RE: Inyo County – 2024 Acknowledgement of Participation in GSFA Programs**

Dear Ms. Armstrong:

This letter is to request, on behalf of the Inyo County Board of Supervisors, that the California Debt Limit Allocation Committee assign Inyo County's 2024 allocation to Golden State Finance Authority (GSFA) for inclusion in its Mortgage Credit Certificate (MCC) Program and/or any of GSFA 2024 and 2025 Mortgage Revenue Bond (MRB) programs.

If any supplemental allocation is available, the County would like to be notified and considered for a portion of that allocation.

Please let us know if you require additional information regarding this acknowledgement of participation.

Sincerely,

Nate Greenberg,  
County Administrator

cc: Inyo County Board of Supervisors  
GSFA/Vice President Craig Ferguson



# ATTACHMENT K

## HOUSING ELEMENT CERTIFICATION FORM FOR APPLICATION FOR AN ALLOCATION OF QUALIFIED PRIVATE ACTIVITY BOND FOR A SINGLE FAMILY HOUSING MORTGAGE CREDIT CERTIFICATE PROGRAM

*Note: To be completed by each participating jurisdiction.*

### Certification of Inyo County (Participating Jurisdiction)

In connection with the following Qualified Private Activity Bond Application:

**APPLICANT:** Golden State Finance Authority (GSFA)

for a Mortgage Credit Certificate Program.

The undersigned officer of Inyo County (Participating Jurisdiction) hereby certifies as follows:

1. I, Nate Greenberg (Name), am the County Administrative Officer (Title) of Inyo County (Participating Jurisdiction); which is a participating jurisdiction of the proposed Single Family Housing Mortgage Credit Certificate program.
2. The proposed Single Family Housing Program is consistent with the adopted housing elements for Inyo County (Participating Jurisdiction) in which the proposed program will operate.

The California Department of Housing and Community Development has determined the jurisdiction's adopted housing element to be in substantial compliance with the requirements of Article 10.6 (commencing with Section 65580) of Chapter 3 of Division 1 of Title 7 of the Government Code. In addition, as required under Section 65400 of the Government Code, the jurisdiction submitted an annual progress report to the California Department of Housing and Community Development for the preceding 12-month calendar year, pursuant to Section 5267 of the California Debt Limit Allocation Committee Regulations.

\_\_\_\_\_  
Signature of Senior Official

Nate Greenberg  
\_\_\_\_\_  
Print or Type Name

County Administrative Officer  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



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DARCY ELLIS  
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## AGENDA ITEM REQUEST FORM

February 20, 2024

Reference ID:  
2024-119

### Contract with Evergreen Solutions, LLC for the Provision of a Classification and Compensation Study

#### County Administrator - Personnel

ACTION REQUIRED

#### ITEM SUBMITTED BY

Keri Oney, Assistant Personnel Director

#### ITEM PRESENTED BY

Nate Greenberg, County Administrative Officer

#### RECOMMENDED ACTION:

Approve the contract between the County of Inyo and Evergreen Solutions, LLC for the provision of a Classification and Compensation Study in an amount up to and not to exceed \$107,500 for the period of February 20, 2024 through June 30, 2025, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

The County and the Inyo County Employees Association (ICEA) have agreed to do a countywide classification and compensation study. The County agreed to review the classification plan every 5 to 7 years and the last review was done in 2019. As part of its review, the County shall consult with the bargaining units to identify classifications within the bargaining unit(s) that the bargaining units believe should be evaluated for re-classification. A request for proposal was put together and Evergreen Solutions, LLC was the consultant that was chosen from the pool of five respondents.

Evergreen is a national firm and includes clients in 47 states currently, and includes several other California counties. The scope of work for this project will direct Evergreen to review internal equity between County positions, evaluate existing job descriptions to ensure they accurately reflect the work being performed, suggest amendments based on key findings, and perform a market-based analysis for compensation which benchmarks Inyo County against appropriate peers throughout the State. Additionally, Evergreen offers a web-based tool that allows clients to facilitate implementation easily. Evergreen also understands that one size does not fit all and offers a variety of alternative that allow clients to select solutions that best meet the clients' goals and needs.

#### FISCAL IMPACT:

<b>Funding Source</b>	General Fund	<b>Budget Unit</b>	010800
<b>Budgeted?</b>	Yes	<b>Object Code</b>	5265
<b>Recurrence</b>	One-Time Expenditure		
<b>Current Fiscal Year Impact</b>			

The \$107,000 funding for this classification and compensation study is fully budgeted in the current fiscal year.

**Future Fiscal Year Impacts**

The County and ICEA agreed to review classifications every 5 to 7 years. The last study was done in 2019. The County is fully prepared to budget for this in future years.

**Additional Information**

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

Your Board could choose not to approve the contract and direct staff to consider alternate vendors to conduct this work, or not have the work performed at all. This is not recommended as the data gathered through the study is important in current negotiations with Inyo County Employees Association (ICEA), the County's largest labor union.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

Personnel, County Counsel, Inyo County Employees Association (ICEA)

**ATTACHMENTS:**

1. 2023 RFP Packet for Class and Comp Study
2. Class and Comp Response - EvergreenSolutions
3. Evergreen Signed Contract 2.2024

**APPROVALS:**

Denelle Carrington	Created/Initiated - 1/26/2024
Darcy Ellis	Approved - 1/26/2024
Keri Oney	Approved - 2/13/2024
John Vallejo	Approved - 2/14/2024
Amy Shepherd	Approved - 2/14/2024
Nate Greenberg	Final Approval - 2/14/2024

COUNTY OF INYO  
REQUEST FOR PROPOSAL



Classification and Compensation Study

Date Released: November 20th, 2023  
Deadline for Submission: 5:00pm, January 4th, 2024

County of Inyo  
Personnel Department  
P.O. Box 249, 224 N. Edwards St.  
Independence, CA 93526

## **INTRODUCTION**

The County of Inyo is inviting proposals from qualified firms and individuals to conduct a Classification and Compensation Study for permanent County positions with the intent of ensuring appropriate and modern job descriptions for certain positions, and equitable pay relative to other County positions. Additionally, The Compensation Study is intended to help Inyo County remain competitive in the job market when compared to similar organizations throughout California.

The County presently has a workforce of approximately 517 employees with 220 unique job titles. It is not the intent to include all of these titles in this study, it is expected that the chosen firm will be able to assist the County in determining the appropriate set of titles and recommending methodology for establishing our "competitive set" for the actual work to be conducted. A complete list of position allocations can be found on the County website at [www.inyocounty.us/icContent/salaryTable/](http://www.inyocounty.us/icContent/salaryTable/).

In addition to possessing a strong understanding of the unique market dynamics which Inyo County and this region of California face (relative to cost of living, housing impact, and rural nature of our communities), it is expected that the selected firm will have a familiarity and expertise with the State Merit System and its integration into the local agency's civil service system.

It is the County's desire for an open and transparent process to be completed collaboratively with identified employee groups, including the Inyo County Employee Association (ICEA).

## **SCOPE OF WORK TO BE PERFORMED BY CONSULTANT**

The proposal should include the following tasks:

1. Classification Study
  - a. Identify and make recommendations for directly comparable and competitive entities for analysis.
  - b. Review classifications provided for analysis, make any recommended changes, and analyze up to 28 positions to determine if job duties are consistent with job titles across comparable agencies. Provide a cost per position included in the analysis.
  - c. Review all pertinent background materials, including but not limited to: organizational charts, budgets, personnel rules and regulations, MOUs/Resolutions, existing classification specifications, and related information such as State Merit System requirements and restrictions.
  - d. Provide and implement a Position Description Questionnaire for employees, to be used for classification and internal relationship purposes.
  - e. Interview an appropriate sampling of employees in identified classifications. Additionally, interview any individual serving in an identified unique classification.
  - f. Assess identified classifications relative to the requirements of "Exempt" and "Non-Exempt" status pursuant to the criteria of the Fair Labor Standards Act and provide recommendations.
  - g. Identify positions in the County for which there are no genuine comparable positions elsewhere within comparable agencies and make recommendations to determine appropriateness of title and job description.

2. Compensation Study.

Utilizing, but not confined to, the classification study results:

- a. Identify and make recommendations for directly comparable and competitive agencies for analysis. Provide a cost per comparable and competitive agency included in the analysis. Analyze compensation based on the final number of comparable and competitive agencies agreed to.
- b. Identify and make recommendations for benchmark classifications to utilize for performing the compensation analysis. Provide a cost per number of classifications included in the compensation analysis, assuming between 50-100 positions. Analyze compensation based on the final number of benchmark classifications agreed to.
- c. Survey agreed upon local and regional labor markets to establish external total compensation comparisons. For all the surveyed entities, provide wage/salary and total compensation analysis and ranking data for benchmark classification to the County.
- d. For select positions, analyze equivalent internal positions to ensure pay equity relative to job description.
- e. Compare Inyo County career ladder opportunities against competitive set career ladder opportunities relative to top-end compensation.
- f. Recommend revisions to internal total compensation relationships that are consistent, uniform, and sustainable for the County in consideration of its budget constraints.
- g. Identify positions in the County for which there are no genuine comparable positions elsewhere within comparable agencies and make recommendations to determine fair compensation.
- h. Provide total compensation recommendations to the County based upon internal and external total compensation relationships.
- i. Consider and incorporate into the analysis and recommendations the impact of future increases in minimum wage mandated by applicable law.

**SCOPE OF WORK PERFORMED BY INYO COUNTY**

The County will:

- I. Provide all documentation related to review, including but not limited to:
  - a. All pertinent background materials
  - b. Organizational charts
  - c. Job description
  - d. Budgets
  - e. Personnel Rules and Regulations
  - f. MOUs/Resolutions
  - g. Existing classification specifications
  - h. Related information such as State Merit System requirements and restrictions

**RESPONSE TO THIS REQUEST**

Please include in your proposal the items listed below. Any proposal which does not include all of the requested information may be considered as non-responsive and may not be considered.

1. A narrative addressing the technical nature of this project, which demonstrates an understanding of the scope of work, unique market conditions, and clearly lays out a proposed approach to complete the project.
2. Provide any suggested changes to the scope of work to meet the stated objectives of the County.
3. Identification of comparable projects performed by the firm.
4. A minimum of 3 references
5. A list of key staff and a summary of the work each member will perform for this engagement.
6. A proposed time frame of completion for each phase of work.
7. Costing methodology and a total cost to execute each component of this project.

### **CONTRACT**

The successful consultant will be required to enter into an agreement with the County involving Inyo County Standard Contract No. 117, or a similar County agreement. The contract will specify the scope of service, schedule of work and a mutually agreed upon schedule of payment.

A copy of Inyo County Standard Contract No. 117 attached hereto as Exhibit B. Insurance requirements for Professional services are described in Exhibit C. All respondents are encouraged to review the contract and verify they can satisfy all requirements contained therein. Any concerns with the contract or any of its terms or requirements should be addressed in the submitted Proposal.

This RFP does not commit the County to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. The County reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified Consultant, or to modify or cancel in part or in its entirety the RFP if it is in the best interest of the County to do so. Furthermore, a contract award may not be made based solely on price.

### **EVALUATION PROCESS**

All proposals will be evaluated by an Inyo County Selection Committee (Committee). The Committee shall be composed of Inyo County staff, ICEA representatives, and other parties that may have expertise or experience in the services described herein. The Committee will review the submittals and will rank the proposers. The Committee will evaluate each proposal meeting the qualification requirements set forth in this RFP and may request an interview as part of the selection process.

No.	Written Evaluation Criteria	Weight
1	Completeness of Response	Pass/Fail
2	Qualifications & Experience	25



3	Organization & Approach	35
4	Schedule of Work	20
5	Cost	20
	Conflict of Interest Statement	Pass/Fail
7	Ability to enter into Inyo County Standard Contract No. 117 or similar agreement	Pass/Fail
<b>Subtotal:</b>		<b>100</b>

**INQUIRIES**

Direct questions to:

Keri Oney, Assistant Personnel Director  
 Email: koney@inyocounty.us  
 Phone: 760-878-0377

**PROPOSAL SUBMISSION DEADLINE AND REQUIREMENTS**

Proposals shall be submitted in accordance with the Inyo County Purchasing Policy. Proposals shall be submitted by 5 pm on January 4, 2024. Proposals will be opened at 10 am January 5, 2024.

**Proposals shall be submitted in a sealed envelope.** Respondents shall not discuss the contents of proposals with County employees before the proposals are opened, or the respondent will be disqualified. Respondents may ask the County clarifying questions that do not reveal the contents of the respondent’s proposal. Answers to such questions will be posted publicly.

**Proposals** shall be submitted to:

Inyo County Personnel Attn: Keri Oney  
 P.O. Box 249  
 224 N. Edwards Street  
 Independence, CA 93526

All proposals may be disclosed to any member of the public as required by the Public Records Act or as otherwise required by law. Any bidder who wishes to challenge the bidding or procurement process must file a complaint in conformance with Chapter 6.30 of the Inyo County Code.

*K. Oney*

\_\_\_\_\_  
 Keri Oney, Assistant Personnel Director

*11/20/2023*

\_\_\_\_\_  
 Date

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND \_\_\_\_\_**  
**FOR THE PROVISION OF \_\_\_\_\_ SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the \_\_\_\_\_ 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: \_\_\_\_\_. 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 \_\_\_\_\_ to \_\_\_\_\_ 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 \_\_\_\_\_ whose title is: \_\_\_\_\_. Travel and per diem expenses will be reimbursed in the same amount and to the same extent as County reimburses its permanent status employees for such expenses. County reserves the right to deny reimbursement to Contractor for travel or per diem expenses which are either in excess of the amounts that may be paid to County's permanent status employees, or which are incurred by the Contractor without the prior approval of the County.

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, including travel and per diem expenses, if any, shall not exceed \_\_\_\_\_ 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.

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. Contractor's statement to the County will also include an itemization of any travel or per diem expenses, which have been approved in advance by County, incurred by Contractor during that period. The itemized statement for 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 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.

**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  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Department  
Address  
City and State

Contractor:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Name  
Address  
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 \_\_\_\_\_**  
**FOR THE PROVISION OF \_\_\_\_\_ SERVICES**

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

**COUNTY OF INYO**

**CONTRACTOR**

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

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

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

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

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

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

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

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

APPROVED AS TO PERSONNEL REQUIREMENTS:

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

APPROVED AS TO INSURANCE REQUIREMENTS:

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

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND \_\_\_\_\_**  
**FOR THE PROVISION OF \_\_\_\_\_ SERVICES**

**TERM:**

**FROM: \_\_\_\_\_ TO: \_\_\_\_\_**

**SCOPE OF WORK:**

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND \_\_\_\_\_**  
**FOR THE PROVISION OF \_\_\_\_\_ SERVICES**

**TERM:**

**FROM: \_\_\_\_\_ TO: \_\_\_\_\_**

**SCHEDULE OF FEES:**

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** \_\_\_\_\_  
**FOR THE PROVISION OF** \_\_\_\_\_ **SERVICES**

**TERM:**

**FROM:** \_\_\_\_\_ **TO:** \_\_\_\_\_

**SEE ATTACHED INSURANCE PROVISIONS**

## **Attachment C: 2023 Insurance Requirements for Certain Professional Services Agreements**

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 separately 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. (*Coverage requirement may be waived if Contract scope of work specifies that performance shall be remote.*)
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. (*Provision may be waived if Contractor provides written declaration of the following: (a) Contractor has no employees and agrees to obtain workers’ compensation insurance and notify Inyo County if any employee is hired, (b) Contractor agrees to verify proof of coverage for any subcontractor, and (c) Contractor agrees to hold Inyo County harmless and defend Inyo County in the case of claims arising for failure to provide benefits.*)
4. **Professional Liability (Errors & Omissions):** Insurance appropriate to the Contractor’s profession, with limit no less than **\$2,000,000** per occurrence or claim, **2,000,000** aggregate.

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:

**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

## **Attachment C: 2023 Insurance Requirements for Certain Professional Services Agreements**

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 \$10,000 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.

***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.

## **Attachment C: 2023 Insurance Requirements for Certain Professional Services Agreements**

**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-



# A Proposal to Conduct a Classification and Compensation Study for the County of Inyo, CA

ORIGINAL



Evergreen Solutions, LLC

January 4, 2024

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# A Proposal to Conduct a Classification and Compensation Study for the County of Inyo, CA

Submitted to:

Ms. Keri Oney, Assistant Personnel Director  
County of Inyo  
224 N. Edwards Street  
Independence, California 93526

Submitted by:



Evergreen Solutions, LLC  
2528 Barrington Circle, Unit 201  
Tallahassee, Florida 32308  
(850) 383-0111 (ph) / (850) 383-1511 (fax)

**January 4, 2024**



# Evergreen Solutions, LLC

2528 Barrington Circle • Unit #201 • Tallahassee, Florida 32308  
850.383.0111 • fax 850.383.1511

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January 3, 2024

Ms. Keri Oney, Assistant Personnel Director  
County of Inyo  
224 N. Edwards Street  
Independence, California 93526

Dear Ms. Oney:

Evergreen Solutions, LLC is pleased to submit a proposal to conduct a Classification and Compensation Study for the County of Inyo. Our response is based on our review of your Request for Proposal (RFP), our experience working with hundreds of local governments throughout the country, our understanding of the California labor market, and our knowledge of best practices in local government human resources management. **Evergreen is well qualified to provide the services being requested by the County of Inyo as we have provided similar services to more than 1,200 public sector organizations throughout the country.**

Evergreen Solutions was formed in 2004 to provide an alternative to traditional consulting firms. We provide an innovative and effective option by focusing on clients needing partners and not simply another service provider.

As a national firm, Evergreen Solutions continues to grow and our territory now includes clients in 47 states. In the State of California, Evergreen has worked with the following public sector organizations in providing work similar in scope to the services being requested: Mariposa County; Calaveras County; City of Yucaipa; City of Hemet; City of Camarillo; City of Long Beach - Long Beach Management Association; City of San Rafael; Pleasant Valley Recreation and Park District; Consumnes Community Service District; and the Los Angeles Unified School District. Evergreen is also on a blanket contract with several other vendors to provide a variety of HR services to the County of Monterey, if requested.

In other states, Evergreen has worked with, or is currently on contract to work with, the following local governments in providing work similar in scope to the services being requested: City of Boulder City, NV; City of Bend, OR; City of Albany, OR; Columbia County, OR; Spokane County, WA; City of Ridgefield, WA; City of Washougal, WA; Ogden City Corporation, UT; City of Manitou Springs, CO; Grand County, CO; Ouray County, CO; City of Page, AZ; City of Prescott, AZ; City of Flagstaff, AZ; Yavapai County, AZ; Town of Sahuarita, AZ; City of Carlsbad, NM; City of Albuquerque, NM; City of Santa Fe, NM; Ft. Bend County, TX; Hood County, TX; Jefferson County, TX; Brazoria County, TX; Randall County, TX; Kaufman County, TX; Denton County, TX; San Patricio, TX; Travis County, TX; Town of Little Elm, TX; City of Kingsville, TX; City of Denton, TX; City of Odessa, TX; City of Austin, TX; City of Coppell, TX; City of Fate, TX; City of Pearland, TX; City of Seguin, TX; City of Rowlett, TX; City of Sachse, TX; City of Pflugerville, TX; City of Buda, TX; City of Farmers Branch, TX; City of Fredericksburg, TX; City of Gonzalez, TX; City of Haskell, TX; City of Conroe, TX; City of Seabrook, TX; City of Galveston, TX; City of Amarillo, TX; City of Mont Belvieu, TX; City of Duncanville, TX; City of Sunset Valley, TX; Sedgwick County, KS; Shawnee County, KS; City of Leawood, KS; City of Salina, KS; City of Hot Springs, AR; City of Broken Arrow, OK; City of Lee's Summit, MO; City of Branson, MO; City of Dardenne Prairie, MO; City of Columbia, MO; City of Troy, MO; Jefferson County, MO; Jackson County, MO; St. Charles County, MO; Jackson County, MO; Mahoning County, OH; Blount County, TN; Carter County, TN; City of White House, TN; City of Murfreesboro, TN; City of Clarksville, TN; City of Winchester, KY; City of Bloomington, IN; City of Urbana, IL; City of Pittsburgh, PA; County of Montgomery, PA; Town of Bridgewater, MA; City of Manchester, NH; Town of Wethersfield, CT; City of Milford, DE; City of Hyattsville, MD; City of Baltimore, MD; City of Annapolis, MD; City of Westminster, MD; Talbot County, MD; Allegany County, MD; Washington County, MD; Prince George's County, MD; Kent County Levy Court, DE; City of Newport News, VA; City of Norfolk, VA; City of Fredericksburg, VA; City of Falls Church, VA; City of Covington, VA; City of Williamsburg, VA; County of Culpeper, VA; County of York, VA; Gloucester County, VA; Essex County, VA; Surry County, VA; Isle of Wight County, VA; Shenandoah County, VA; Prince George County, VA; James City County, VA; Louisa County, VA; Loudoun County, VA; Spotsylvania County, VA; King George County, VA; Alleghany County, VA; Union County, NC; Gaston County, NC; New Hanover County, NC; Guilford County, NC; Harnett County, NC; Transylvania County, NC; Franklin County, NC; Haywood County, NC; Buncombe County, NC; City of Burlington, NC; City of Raleigh, NC; City of Goldsboro, NC; City of Fayetteville, NC; City of Bennettsville, SC; City of Clemson, SC; City of Columbia, SC; City of Lancaster, SC; City of Spartanburg, SC; City of Chester, SC; City of Conway, SC; City of Mauldin, SC; City of Goose Creek, SC; City of Isle of Palms, SC.

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SC; Pickens County, SC; Berkeley County, SC; Charleston County, SC; Dillon County, SC; Dorchester County, SC; Spartanburg County, SC; Laurens County, SC; Beaufort County, SC; Spartanburg County, SC; Town of Mount Pleasant, SC; Town of Hilton Head Island, SC; Town of Moncks Corner, SC; Town of Bluffton, SC; Town of Cheraw, SC; City of Mobile, AL; City of Foley, AL; Baldwin County, AL; Chambers County, AL; Lee County, AL; City of Douglasville, GA; City of Atlanta, GA; City of Alpharetta, GA; City of Brookhaven, GA; City of Statesboro, GA; City of Garden City, GA; City of Stockbridge, GA; City of Fayetteville, GA; City of Dublin, GA; City of Dunwoody, GA; City of Roswell, GA; City of Tybee Island, GA; City of Chamblee, GA; City of Savannah, GA; City of Kingsland, GA; City of Powder Springs, GA; Forsyth County, GA; Lumpkin County, GA; Douglas County, GA; Cherokee County, GA; Spalding County, GA; City of Sarasota, FL; City of Orlando, FL; City of Palm Beach Gardens, FL; City of Panama City, FL; City of Hollywood, FL; City of Ft. Myers, FL; Miami-Dade County, FL; Palm Beach County, FL; Alachua County, FL; Manatee County, FL; Seminole County, FL; Monroe County, FL; Sarasota County, FL; and many others. Information regarding the services provided to some of these local governments as they relate to the services being requested can be found in **Section 2** of our proposal.

The Evergreen Team is able to fully comprehend the challenges and goals of the County of Inyo because of our vast understanding of local government human resources and the fact that we possess the necessary experience and expertise. Our team has significant expertise in conducting classification and compensation studies for local governments and other public sector organizations as can be seen in **Section 2**.

Some of the human resource services Evergreen has focused on include: classification and compensation studies; pay equity studies; salary and benefits surveys; staffing studies; workload analyses; performance evaluation and appraisal system design; HR department reviews; recruitment, hiring, and retention studies; strategic and workforce planning; and labor pool availability.

Through our experiences in conducting this wide range of projects, we have gained knowledge of all operations in local government human resources management. As a result, our team knows how critical an effective classification and compensation system is to the overall operation of a proficient and progressive County. Moreover, we have developed helpful methods and tools that assist our clients in implementing and maintaining our study recommendations and results.

Evergreen's approach to conducting a classification and compensation study draws not only from extensive human resources work with local government clients, but also from direct feedback of our past clients. In essence, we offer you tools that are innovative as well as those that have been proven to work in real places with real people. Some of the key facets of our approach as identified in **Section 1** of our proposal includes:

- We emphasize communication as the key to successful study completion as well as implementation. Our team understands that compensation by its very nature creates anxiety in staff and managers alike. In order to ensure a successful study process and "buy-in" at implementation, County leadership, department heads, and select employees need to be involved in every step of the process. This is a critical component of our communication plan. Continuous communication is ensured through the use of meetings/conference calls and the submission of written progress reports.
- Our methodology utilizes the latest in technology. In order to reduce the cost to our client partners and enhance wider participation, we offer all of our tools in an electronic format. In essence, every step of the process can be done on the Web. Further, our web-based **JobForce Manager** tool allows our client partners to facilitate implementation and eases the ongoing maintenance of the compensation system.
- We understand that one size does not fit all. Some consultants provide the same overall solution to every client; however, we provide a variety of alternatives that allow our client partners to select the solution that best meets their business and human capital needs.

As President of Evergreen Solutions, I am authorized to commit our firm contractually to this engagement.

We appreciate this opportunity and commit to you our best effort if selected for this engagement. If you have any questions, please feel free to contact me at (850) 383-0111 or via email at [jeff@consultevergreen.com](mailto:jeff@consultevergreen.com).

Sincerely,

Dr. Jeff Ling, President  
Evergreen Solutions, LLC



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# Table of Contents

<b>1.0</b>	<b>Approach and Methodology .....</b>	<b>1-1</b>
1.1	Approach and Methodology.....	1-1
1.2	Detailed Work Plan .....	1-11
1.3	Proposed Timeline .....	1-20
<b>2.0</b>	<b>Experience and Qualifications .....</b>	<b>2-1</b>
2.1	Firm's History and Background.....	2-1
2.2	Select Relevant Experience.....	2-4
2.3	Proposed Project Team.....	2-62
<b>3.0</b>	<b>References.....</b>	<b>3-1</b>
<b>4.0</b>	<b>Cost Proposal .....</b>	<b>4-1</b>



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*Section 1.0*  
*Approach and Methodology*





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# 1.0 *Approach and Methodology*

In this section, we provide our approach and methodology for conducting the Classification and Compensation Study for the County of Inyo; a detailed work plan— identifying the tasks, activities, and milestones necessary to accomplish the deliverables in the scope of work of the Request for Proposal; and a proposed timeline.

## 1.1 Approach and Methodology

Evergreen Solutions is uniquely qualified to conduct a Classification and Compensation Study for the County of Inyo as our team includes recognized experts in local government human resources management and understands that there is not a “one size fits all” solution to compensation management. Our approach is built on working collaboratively with all parties to make sound, implementation-focused recommendations. Specifically, we have developed a methodology that:

- focuses on market competitiveness;
- is based on the organization’s compensation philosophy;
- recognizes that compensation is comprised of more than just base pay levels;
- reflects changes in recent compensation strategies;
- designs custom solutions that take into account the diversity of needs present in the organization and allows you to select the components and options that best meet your overall needs; and
- produces a structure that improves the organization's ability to recruit, reward, motivate, and retain talent in a competitive environment that includes both public and private sector employers.

We will work closely with the County’s designated Project Manager, and the Human Resources/Personnel Department throughout the process to ensure constant communication of issues, concerns, and potential outcomes. We work closely with your staff to gain a solid understanding of your current operational realities, challenges, and desired outcomes. Moreover, Evergreen will work with you to balance your need to meet your performance goals while carefully managing your resources.

Compensation management has undergone significant transformation in the private sector and over time public sector organizations have mirrored these changes. While compensation once centered on the separate administration of base pay and core benefits, a shift has occurred that has transformed compensation management.

Progressive organizations now recognize that to effectively recruit, reward, motivate, and retain employees, compensation management requires



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strategic thinking and planning. Compensation management must support an organization's overall strategic direction. To accomplish this, effective organizations design a compensation philosophy that details where an organization wants to be in relation to the market in key areas. These key areas include cash compensation, benefits, and work/life balance. Compensation is thus a reflection of the organization's philosophy.

Evergreen realizes that we will need to tailor our approach to fit the operating, fiscal, and competitive needs of the organization. Recommendations must always reflect competitive needs while supporting the organization's overall mission.

Listed below is an overview of the typically recommended approach that Evergreen takes when conducting a study of this nature.

### **Kick Off Meeting**

Evergreen begins each engagement by meeting with our client's leadership team. Frequently, this initial meeting will accomplish several goals, including:

- finalizing the project work plan;
- identifying milestone and deliverable dates;
- gaining insight into the management structure and approach;
- collecting classification, compensation, and benefits data;
- identifying additional data needs; and
- developing preliminary schedules for subsequent tasks.

At this time, we will also request a copy of the employee database that reflects current classification and compensation data.

### **Communication Plan**

Communication is a critical component of any Classification and Compensation Study. Communicating with employees directly and early in the process builds support for the process and the accompanying outcomes. As part of our communication plan, we meet first with key project staff to fully understand the nature and scope of the project. The results of these meetings are then communicated to employees during the project outreach through employee orientation sessions, focus groups, and interviews. Regular updates are provided to the client's Project Manager and can be posted on the client's intranet site, if available and desired. Additionally, the communication plan for the distribution of the end product, particularly how the results will be distributed to employees, is also critical.

### **Employee Orientation and Focus Groups**

Based on client feedback and a review of best practices, we have designed an orientation curriculum that provides employees insight into the process as well as provides a forum for answering questions and soliciting participation. Following the orientation sessions, we begin the focus group process. Focus groups are used to gain detailed insight into employee perceptions, concerns, and issues. The protocol for the sessions is provided to your project team in advance and refined to meet your needs.

We have found that employee orientation sessions and focus groups are critical venues for building employee participation and buy-in. Since they





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**Department Head Interviews**

take place at the outset of the project, they are a critical introduction to the project and the question-and-answer formats allow employees to become engaged in the process. During these sessions, Evergreen's consultants can also help to manage expectations since some employees may have unrealistic expectations based on anecdotal information.

Evergreen staff conduct one-on-one interviews with department heads and/or senior management (in addition to any other employees the client determines is necessary) to identify challenges for consideration. These interviews will allow our staff to add details to our understanding of the organization and its needs. They also allow our consultants the opportunity to better understand the organizational structure of each department as well as the unique recruiting and retention issues that may be present in each department. Frequently, department directors and senior management serve as invaluable resources in explaining how internal equity relationships have evolved over time and explaining the nuances between the differences in jobs.

**Job Assessment Tool and Management Issue Tool**

Another important activity undertaken at this time is the distribution of Evergreen's Job Assessment Tool© (JAT). These questionnaires are central components of the job evaluation process. The JAT asks a series of questions regarding an employee's job that captures the nature of the job and how it interacts with work within the organization.

The JAT contains questions that ask about each of the following areas:

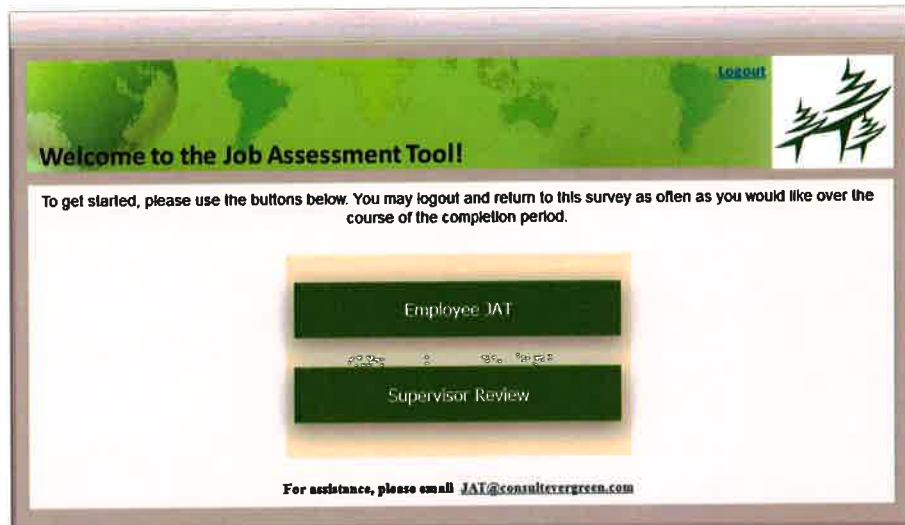
- scope of duties;
- complexity of work;
- supervision received and exercised;
- physical requirements;
- financial responsibilities;
- analytical/mental requirements;
- knowledge and skills required for the job; and
- level of responsibility/reporting relationships.

Evergreen will contact the client's Project Manager should there be a need to clarify question responses or issues with information collected from the JAT. Due to budgetary constraints faced by many of our clients, we have designed the JAT as a web-based tool so that data can be collected electronically. If requested, we can also provide a paper-based version of the tool.

**Exhibit 1-1** depicts a screenshot of the JAT home screen showing the levels of access for a Supervisor. Supervisors have access to their own surveys in addition to the ability to review and approve the surveys of their direct reports. The supervisor review process ensures validation of the JAT data collected from employees and prevents comments made by employees from being taken out of context.



**Exhibit 1-1  
Supervisor's JAT Home Screen**



Source: Evergreen Solutions, 2023

**Exhibit 1-2** illustrates how Evergreen uses the JAT to collect functional details of employee's jobs. Seeking to understand how employees summarize their responsibilities in their own words allows our analysis to expand beyond what may be conveyed in a traditional job description. An informal survey of municipal employees revealed that 90 percent felt that the job descriptions held on file with their employers were inaccurate or incomplete representations of their duties. Understanding this, Evergreen designed the JAT to fill in those gaps to ensure that the entirety of an employee's job is analyzed within the context of the study.



**Exhibit 1-2**  
**Job Description and Responsibilities**

The screenshot shows a web form titled "Basic Job-Related Information" with a "Logout" button and a logo in the top right. The form is divided into several sections:

- Job Introduction:** A text area for providing an overview of the job. A "2000" character count is visible on the right.
- Type of Work:** A section where users select the level that best describes their work. It includes a list of radio button options: Clerical/Administrative, Laborer/Trade-Based Occupations, Technical/Paraprofessional, Administrator, Managerial/Professional, and Executive/Advanced Professional, each with a brief description.
- Education and Experience:** A section for selecting the required education and experience levels. It features two dropdown menus labeled "Education" and "Experience", each with a "Select One" label and a small icon.
- Licenses and Certifications:** A section for listing any licenses, certifications, or professional designations. It includes a "Required" label and a text area.

A "SAVE" button is located at the bottom center of the form. A "255" character count is visible in the bottom right corner of the form area.

Source: Evergreen Solutions, 2023

**Exhibit 1-3** shows a similar page in which employees are asked to list the Essential Functions of their job. These are the tasks and activities that define the classification and make it unique. Gathering information such as this allows Evergreen to assess the validity of the present classification structure and identify classifications or individuals within classifications that need to be restructured or reclassified.



### Exhibit 1-3 Job Functions

**Essential Job Functions**

Logout

On the lines provided, please include all essential job functions you perform. For every function you list, estimate the total percent of your time spent on each function on an annual basis and check off which tasks are a priority. A priority task is one that is core to your position.

Task	Percent	Priority
Task 1	500	<input checked="" type="checkbox"/>
Task 2	500	<input checked="" type="checkbox"/>
Task 3	500	<input checked="" type="checkbox"/>
Task 4	500	<input checked="" type="checkbox"/>
Task 5	500	<input checked="" type="checkbox"/>
Task 6	500	<input type="checkbox"/>
Task 7	500	<input checked="" type="checkbox"/>
Task 8	500	<input checked="" type="checkbox"/>
Task 9	500	<input checked="" type="checkbox"/>
Task 10	500	<input type="checkbox"/>

Source: Evergreen Solutions, 2023

In addition to the JAT, Evergreen will also distribute our Management Issues Tool (MIT). The MIT is distributed to supervisors and managers and is used to collect specific information from supervisors and managers related to such issues as recruitment and retention problems, classification issues, pay equity issues, problems with titles, and other related issues. Each MIT will be logged and a specific response will be provided. The MIT process is designed to allow supervisors and managers to give direct input into the process and they serve as “red flags” to Evergreen staff during the analysis portion of the project.

#### Preliminary Assessment

As a starting point for analysis, Evergreen's project consultants review the client's database in comparison to the pay plan and information collected from the JATs to produce a preliminary assessment. The preliminary assessment summarizes the strengths and weaknesses of your human resource management system. The compensation analysis focuses on the number of pay grades, range widths, percentage differences between grades, step plans versus open range plans, and the expected time to reach full job competency. The overall analysis focuses on structure, movement, and equity (internal) as well as specific concerns such as turnover, longevity,



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**Job Evaluation**

compression, and range anomalies. The issues we identify in the assessment become core considerations in creating the potential solutions later in the process.

The next step in the process is to review responses to the JATs and identify any possible misclassifications. Once the review of the JATs has been completed, Evergreen's consultants will evaluate all jobs on each of the compensatory factors, score each position, and determine if there is any need for further investigation of specific positions. If serious discrepancies exist, Evergreen's consultants will work directly with the Client Project Manager to resolve any issues.

Once work has been properly classified, changes in the current classification system rankings can be recommended. Our goal is to produce a classification system that reflects the internal equity relationships suggested by the JAT scoring conducted earlier.

**Compensation**

Our approach to compensation analysis is based on the belief that compensation should be organization-specific, fair, equitable, and directly tied to strategic goals. To ensure that all these criteria are met, we will conduct an extensive analysis on the relevant labor market, the internal structure and inter-relatedness of jobs within the organization, and the relative worth of jobs within the organization vis-à-vis the compensation philosophy.

The most traditional component of a total compensation program is base pay (fixed pay). However, inclusion of benefits in total compensation strategy is not a new concept. Provision of benefits was originally a recruitment tool, though over time the provision of core benefits has become an expectation. Research shows that public sector organizations commonly use superior benefits packages as a way to offset structural disadvantages in base pay. The purpose of the survey is to collect information for comparison to current offerings, and making recommendations for change consistent with the parameters of the organization's compensation philosophy.

**Market and Benefits Survey**

A key component of assessing compensation is to consider market position, which is sometimes referred to as external equity or competitiveness. Evergreen's consultants wait until well into the classification analysis to design the market survey to ensure that jobs are understood, anomalies in classification characteristics are documented, and sufficient input has been received. The market survey will obtain standard range information related to minimum, midpoint, and maximum salaries. Data collection will focus on the public sector, but will include information from the private sector where applicable. Further, we will look to include any employers to whom the organization has recently lost employees.

In addition, a benefits survey will also be administered in tandem with the market survey. Special consideration can be given to select highly competitive, market-driven positions if necessary.



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**Benchmarks**

One of the most important components of the external assessment is in the selection and utilization of benchmark positions for the labor market survey. We will work with the client to identify the appropriate number of benchmark positions to best suit the client's needs in the labor market survey. Based on our experience, we have found that it is simply not practical to survey all positions within the organization—the resulting surveys become too cumbersome for labor market peers to complete, and the response rate on the whole suffers. We ensure, through multiple checks and balances, that the benchmark positions chosen will represent a broad spectrum of positions across the organization, from all job families, pay levels, and functional areas.

**Targets**

To conduct an external labor market assessment, we work with the client to identify the most appropriate targets to survey. Evergreen selects peer organizations based on the local labor competition, regional markets, and class-specific markets. Peer organizations should be those organizations that compete with the client for labor in at least one job family. An appropriate mix of peers in the public and private sectors will be included in the survey, and if necessary, augmented with published secondary data sources.

Typically, Evergreen waits until the outreach process has been completed to identify the complete list of market peers. This is because we often will uncover specific information during the focus group and interview sessions that identifies potentially critical survey targets. Ideally, we would like to work with the client after the outreach has been concluded to identify the final list of potential market peers.

An important factor of our methodology is that the client has the final approval of all aspects of the study. We will not proceed with the analysis unless the client is completely comfortable with the survey targets chosen. Often, there are different factors impacting an organization, such as proximity to a major metropolitan area, technology corridor, or specific market (i.e., military base), that have a direct effect on its ability to recruit and retain employees in specific positions. These factors have to be taken into account when selecting survey targets. Once the targets are selected and approved, the survey instrument is developed and sent to the client for final approval. Subsequent to client approval, the survey is then distributed to the targets in both paper and electronic formats.

Evergreen uses a four-fold method of communicating with respondents. Our staff notifies the target group that the survey is being sent or made available, confirms receipt, and encourages participation. Once the data are received, they are cleaned, validated, and summarized. A separate report is issued that shows the results of the salary survey.

**Unifying the Solution**

After determining the appropriate division of work and market position, the compensation structure can be created. There is not a single, perfect solution for every client partner. The nuances and unique characteristics of each client necessitate a customized solution to best meet the organization's needs.



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The Evergreen Team has considerable experience in developing multiple solutions and working with client partners to determine the one that best meets their needs. Our analytical team uses a variety of tools to produce various potential solutions: regression analysis, market thresholds, and other human resource models. Several major options are presented to the client's team before the implementation plan is created.

It is at this stage in the process that we typically meet with the client to identify the direction of the final solution. We will present to the client a draft report for review and comment. We typically ask the client to examine the draft solution objectively and provide insights and recommendations on the direction of the report. When this process is completed, Evergreen's consultants will proceed with the final solution. The solution also contains information regarding fiscal impact and implementation.

### **Compensation Administration Guidelines**

In order for clients to maintain the recommended compensation system, Evergreen develops compensation administration guidelines for use by the client after completion of the study. The guidelines will include recommendations on installation and continuing administration of the system. The team first conducts a review of current practices and procedures then assesses their effectiveness, compliance with legal guidelines, and applicability to the recommended system.

Once this review and assessment are complete, revisions to the current practices and/or new guidelines can be recommended, as needed. At a minimum, the recommendations will address areas such as:

- how employees will move through the pay structure/system as a result of transfers, promotions, or demotions;
- how to pay employees whose base pay has reached the maximum of their pay range or value of their position;
- the proper mix of pay and benefits;
- how often to adjust pay scales and survey the market;
- timing of implementation; and
- how to keep the system fair and competitive over time.

### **System Maintenance**

Our goal is to produce recommendations that are effective and that can be maintained by our clients. We are strongly committed to providing transparent and replicable solutions. In essence, when we complete our core assignment, our goal is that our client's staff can maintain and update the system on their own. We are readily available to provide assistance, but our goal is to give our clients all the tools and training that are needed. Towards this end we will provide the Human Resources Department with all necessary tools and training to maintain the system over time.

Based on client needs and industry best practices, Evergreen has developed a compensation and classification maintenance tool to assist our clients with implementing, managing, and updating the solutions: **JobForce Manager**. This tool allows our clients to estimate future pay plan changes, update market information, make determinations on reclassifications, and create new jobs. By automating these tasks, **JobForce Manager** allows our



clients to not only streamline, but also increase the fairness and transparency of regular compensation and classifications tasks after solution implementation.

**Exhibit 1-4** displays the interface from **JobForce Manager** for determining a positions pay grade; additional features include a job scoring tabulation sheet, market survey results database and summary report, pay plan report, and employee salary calculators for modeling fiscal impacts of compensation changes at the employee level. All data and reports are downloadable and printable, so they can be provided to key decision makers.

**Exhibit 1-4**  
**JobForce Manager Tool**

Pay Plans	Scoring/Slotting	Compensation	Market	Account						
Download Data Grid Edit										
CURRENT TITLE ▲	PAY PLAN	JAT SCORE	REGRESSION MIDPOINT	MARKET MIDPOINT	POSITION MIDPOINT (SELECT)	GRADE	MINIMUM	MIDPOINT	MAXIMUM	
Accounting Specialist II	ESP	212.5	\$30,100.27	\$31,220.80	\$31,508.69	105	\$22,702.21	\$31,508.69	\$40,215.17	/ Edit
Accounting Specialist III	ESP	261.3	\$39,058.27	\$34,379.43	\$40,213.96	110	\$28,574.42	\$40,213.96	\$51,453.51	/ Edit
Accounting Specialist IV	ESP	306.3	\$42,315.73	\$40,186.80	\$44,335.90	112	\$31,944.29	\$44,335.90	\$56,727.50	/ Edit
Accounting Supervisor	ESP	600.0	\$67,061.02	\$66,260.91	\$68,779.83	121	\$49,256.06	\$68,779.83	\$88,002.97	/ Edit
Acquisition Specialist	ESP	306.3	\$42,315.73	\$41,585.80	\$44,335.90	112	\$31,944.29	\$44,335.90	\$56,727.50	/ Edit
Administrative Aide	ESP	312.5	\$43,130.09	\$36,624.74	\$44,335.90	112	\$31,944.29	\$44,335.90	\$56,727.50	/ Edit
Administrative Recording Secretary	Professional	381.3	\$62,088.10	\$40,994.30	\$68,245.18	212	\$46,596.13	\$68,245.18	\$89,894.19	/ Edit
Administrative School Secretary I	ESP	206.3	\$29,285.91	\$31,619.17	\$33,084.13	106	\$23,837.32	\$33,084.13	\$42,330.93	/ Edit
Administrative School Secretary II	ESP	231.3	\$32,543.36	\$30,996.59	\$34,738.33	107	\$26,029.19	\$34,738.33	\$44,447.48	/ Edit
Administrative School Secretary III	ESP	256.3	\$36,800.82	\$37,701.80	\$38,299.01	109	\$27,594.68	\$38,299.01	\$49,003.35	/ Edit
Administrative Secretary I	ESP	231.3	\$32,543.36	\$32,190.02	\$33,084.13	106	\$23,837.32	\$33,084.13	\$42,330.93	/ Edit
Administrative Secretary I	ESP	206.3	\$29,285.91	\$32,190.02	\$33,084.13	106	\$23,837.32	\$33,084.13	\$42,330.93	/ Edit
Administrative Secretary II	ESP	231.3	\$32,543.36	\$30,919.04	\$34,738.33	107	\$26,029.19	\$34,738.33	\$44,447.48	/ Edit
Administrative Secretary II	ESP	231.3	\$32,543.36	\$30,919.04	\$34,738.33	107	\$26,029.19	\$34,738.33	\$44,447.48	/ Edit
Administrative Secretary III	ESP	256.3	\$36,800.82	\$36,971.01	\$38,299.01	109	\$27,594.68	\$38,299.01	\$49,003.35	/ Edit
Administrative Specialist	Professional	231.3	\$32,543.36	\$43,762.63	\$39,422.62	204	\$31,538.09	\$39,422.62	\$47,307.14	/ Edit
Administrative Specialist-School Food Services	Professional	275.0	\$38,243.91	\$42,881.08	\$45,636.61	207	\$36,509.29	\$45,636.61	\$54,763.93	/ Edit

Source: Evergreen Solutions, 2023





## 1.2 Detailed Work Plan

The detailed work plan that Evergreen proposes to use to conduct a Classification and Compensation Study for the County of Inyo is provided in this section. Evergreen understands that according to the RFP, the County has approximately 517 employees with 220 unique job titles. The number of employees, however, that will be included in the Classification Study (i.e., Tasks 3, 4, and 11 of our detailed work plan) will include only those employees in 28 positions (“competitive set”) that are selected by the County. Additional positions may be added by the County at per position cost.

Our work plan consists of the following 11 work tasks:

- Task 1: Project Initiation
- Task 2: Evaluate the Current System
- Task 3: Collect and Review Current Environment Data
- Task 4: Evaluate and Build Projected Classification Plan and Make FLSA Determinations
- Task 5: Identify List of Market Survey Benchmarks and Approved List of Targets
- Task 6: Conduct Market Salary and Benefits Survey and Provide External Assessment Summary
- Task 7: Develop Strategic Positioning Recommendations
- Task 8: Conduct Solution Analysis
- Task 9: Develop and Submit Draft and Final Reports
- Task 10: Develop Recommendations for Compensation Administration
- Task 11: Provide Updated Class Descriptions

### Task 1.0 Project Initiation

#### TASK GOALS

- Finalize the project plan with the County.
- Gather all pertinent data.
- Finalize any remaining contractual negotiations.
- Establish an agreeable final timeline for all project milestones and deliverables.

#### TASK ACTIVITIES

- 1.1 Discuss with the County’s Project Manager (CPM) and any other key personnel the following objectives:
- the classification and pay plan study process;
  - understand mission and current compensation philosophy;
  - review our proposed methodology, approach, and project work plan to identify any necessary revisions;



**Task 2.0  
Evaluate the  
Current System**

- reach agreement on a schedule for the project including all assignments and project milestones/deliverables; and
- establish an agreeable communication schedule.

1.2 Identify potential challenges and opportunities for the study. Discuss the strategic direction of the County and some of the short- and long-term priorities. This activity serves as the basis for assessing where the County is going and what type of pay plan will reinforce current and future goals.

1.3 Obtain relevant materials from the County, including:

- any previous projects, research, evaluations, or other studies that may be relevant to this project;
- organizational charts for the departments and divisions, along with related responsibility descriptions;
- current position and classification descriptions, salary schedule(s), benefits plans, and classification system; and
- personnel policies and procedures, including step placement policies.

1.4 Review and edit the project work plan and submit a timeline for the completion of each project task.

1.5 Provide status reports to the CPM throughout the study.

**KEY PROJECT MILESTONES**

- Comprehensive project management plan
- Comprehensive database of County employees

**TASK GOAL**

- Conduct a comprehensive preliminary evaluation of the existing compensation plan(s) for the County.

**TASK ACTIVITIES**

2.1 Obtain the existing pay structure and compensation philosophy (if any). Review the existing pay structure and look for potential problems and issues to be resolved.

2.2 Determine the strengths and weaknesses of the current pay plan(s) for the County. Address any pay compression issues that may exist and discuss possible solutions.



**Task 3.0  
Collect and Review  
Current  
Environment Data**

- 2.3 Complete an assessment of current conditions that details the pros and cons of the current system, taking into consideration compensation and benefits, as well as highlights areas for potential improvement in the final adopted solution.

**KEY PROJECT MILESTONES**

- Review of existing compensation plan(s)
- Pay compression issues and solutions
- Assessment of current conditions

**TASK GOALS**

- Conduct statistical and anecdotal research into the current environment within the County.
- Guide subsequent analytical tasks.

**TASK ACTIVITIES**

- 3.1 Schedule and conduct employee orientation/briefing sessions to describe the scope of work and methodology.
- 3.2 Interview supervisors for the 28 selected positions to obtain relevant information and statistical/anecdotal data on specific compensation issues and policies. Obtain insight into perceived current compensation system strengths and weaknesses.
- 3.3 Hold focus groups with a sample of employees in the 28 positions identified by the County to obtain additional relevant information and statistical/anecdotal data on specific compensation issues and policies.
- 3.4 Work with the CPM and Human Resources staff to administer the JATs (i.e., **position description questionnaire**) and MITs. Our staff utilizes a web-based tool for data collection, but we can provide paper copies as well as those for classifications without computers or Internet access. We will seek approval from the CPM before distribution of the JAT/MIT questionnaire.
- 3.5 Review any data provided by the County that may provide additional relevant insight.

**KEY PROJECT MILESTONES**

- Employee orientation/briefing sessions and focus groups
- Supervisor interviews
- JAT/MIT distribution



**Task 4.0  
Evaluate and Build  
Projected  
Classification Plan  
and Make FLSA  
Determinations**

**TASK GOALS**

- Identify the classification of existing positions utilizing the approved method for job evaluation.
- Characterize internal equity relationships within the County.

**TASK ACTIVITIES**

- 4.1 Ensure that the 28 draft class specifications are provided to Evergreen by the CPM.
- 4.2 Review the work performed by each classification and score based on job evaluation. Include an evaluation of supervisory comments.
- 4.3 Review job evaluation scores and identify the classification of positions.
- 4.4 Schedule and conduct additional follow-up with employees for jobs where uncertainty exists over data obtained from job evaluation.
- 4.5 Develop preliminary recommendations for the classification structure and discuss with the CPM. The classification system designed at this point would be based solely on internal equity relationships and would be guided by the job evaluation scores for each classification. Essentially, a structure of classifications would be established, and classifications with similar scoring would be grouped and spacing between jobs would be determined.
- 4.6 Develop recommendations of FLSA (exemption) status based on results of the job evaluation (JAT) review and federal requirements.
- 4.7 Review recommendations with the CPM.

**KEY PROJECT MILESTONES**

- Job evaluation scores by class
- Recommended classification changes
- Recommended FLSA status
- Preliminary job structure based on internal equity

**Task 5.0  
Identify List of  
Market Survey  
Benchmarks and  
Approved List of  
Targets**

**TASK GOALS**

- Reach an appropriate number and identify the proper benchmark positions for the external labor market assessment of salary and benefits.
- Identify and develop a comprehensive list of targets for conducting a successful external labor market assessment of salary and benefits.



**Task 6.0  
Conduct Market  
Salary and  
Benefits Survey  
and Provide  
External  
Assessment  
Summary**

**TASK ACTIVITIES**

- 5.1 Identify, from the initial review, a list of classifications (benchmarks) to include in the labor market survey. **Note:** Work with the CPM to select either 50, 75, or 100 positions as benchmarks for the salary and benefits survey.
- 5.2 Finalize the list of positions with the CPM.
- 5.3 Work with the CPM to select up to 20 peer organizations to use as targets for the salary and benefits survey.
- 5.4 Develop a system for use of secondary data including potential sources and weighting of secondary data, if necessary.
- 5.5 Review survey methodology with the CPM and refine survey methodology prior to distribution of surveys.
- 5.6 After approval of survey methodology, develop contact list of peer organizations and notify peers of impending surveys.

**KEY PROJECT MILESTONES**

- Final list of benchmark positions for the external labor market assessment salary and benefits survey
- Initial list of survey peers
- Survey methodology
- Final list of survey organizations and contacts

**TASK GOALS**

- Conduct the external labor market salary survey.
- Conduct a benefits survey,
- Provide a summary of the market salary and benefits survey results to the CPM.

**TASK ACTIVITIES**

- 6.1 Prepare a customized external labor market salary survey for the CPM's approval. Discuss questions and categories for the market survey. **Note:** Evergreen will review career ladder opportunities against competitive set career ladder opportunities relative to top-end compensation.
- 6.2 Develop a listing of the current benefits provided by the County for comparisons with peer organizations.



- 6.3 Using the list of County provided benefits and major benefits offerings not provided by the County develop a list of benefits to include in the external labor market survey.
- 6.4 Prepare benefits survey to be included with salary survey developed in **Task 6.1**.
- 6.5 Contact the targets for electronic completion of the survey. Provide paper copies by fax, if requested.
- 6.6 Conduct necessary follow-up through e-mails, faxes, and phone calls.
- 6.7 Collect and enter survey results into Evergreen's electronic data analysis tools.
- 6.8 Validate all data submitted.
- 6.9 Develop summary report of external labor market salary and benefits assessment results.
- 6.10 Submit summary report of external labor market salary and benefits assessment results to the CPM.

**KEY PROJECT MILESTONES**

- Market survey instrument
- Benefits survey instrument
- Summary report of external labor market salary and benefits assessment results

**Task 7.0  
Develop Strategic  
Positioning  
Recommendations**

**TASK GOALS**

- Assess the appropriateness of the current compensation philosophy for the County.
- Develop a plan for employees, providing issue areas and preliminary recommendations for strategic improvement.

**TASK ACTIVITIES**

- 7.1 Identify the compensation philosophy and accompanying thresholds.
- 7.2 Using the market salary survey data collected in **Task 6.0**, and the classification data reviewed in **Task 4.0**, recommend the appropriate pay plan(s) for the County. **Note:** Evergreen will incorporate the impact of future increases in minimum wage mandated by applicable law.



**Task 8.0  
Conduct Solution  
Analysis**

7.3 Produce a pay plan for the County that meets its needs from an internal and external equity standpoint.

**KEY PROJECT MILESTONES**

- Proposed compensation strategic direction, taking into account internal and external equity
- Plan for addressing unique, highly competitive positions

**TASK GOALS**

- Conduct analysis comparing job evaluation values.
- Survey results for the benchmark positions.
- Produce several possible solutions for implementation.

**TASK ACTIVITIES**

- 8.1 Conduct regression analysis or other appropriate techniques to properly slot each classification into the proposed pay plan for the County.
- 8.2 Place all classifications into pay grades based on **Task Activity 8.1**. Sort alphabetically by job class title, in descending order by range, and by old class title and new class specifications.
- 8.3 Create implementation solutions for consideration that take into account the current position of the County as well as the findings from the classification and compensation analysis. Identify and prepare a range of compensation policy alternatives.
- 8.4 Discuss with the CPM potential solutions.
- 8.5 Determine the best solution to meet the needs of the County in the short-term and long-term.
- 8.6 Document the accepted solution.

**KEY PROJECT MILESTONES**

- Initial regression analysis
- Potential solutions
- Documented final solution



**Task 9.0  
Develop and  
Submit Draft and  
Final Reports**

**TASK GOALS**

- Develop and submit a draft and Final Report of the Classification and Compensation Study to the County of Inyo.
- Present the Final Report.

**TASK ACTIVITIES**

- 9.1 Produce a comprehensive draft report that captures the results of each previous step, including a complete listing of the allocation of job classes to salary range requirements. Provide the CPM with a draft final report for review that will include all costs associated with recommendations as well as implementation strategies.
- 9.2 Make edits and submit necessary copies of the Final Report to the CPM.
- 9.3 Present the Final Report.
- 9.4 Develop a communication plan for sharing study results with employees of the County.
- 9.5 Develop a plan for maintaining recommendations over time.

**KEY PROJECT MILESTONES**

- Draft and final reports
- Final presentation
- Communication plan
- Implementation and maintenance database

**Task 10.0  
Develop  
Recommendations  
for Compensation  
Administration**

**TASK GOALS**

- Develop recommendations for continued administration by County to sustain the recommended compensation and classification system.
- Conduct training.

**TASK ACTIVITIES**

- 10.1 Develop recommendations and guidelines for continued administration and maintenance of the classification and compensation system by County staff, including recommendations and guidelines related to:
- how employees will move through the pay structure/system as a result of transfers, promotions, or demotions;
  - how to pay employees whose base pay has reached the maximum of their pay range or value of their position;





- how to establish salaries for classifications that are above market
- the proper mix of pay and benefits;
- how often to adjust pay scales and survey the market;
- the timing of implementation; and
- how to keep the system fair and competitive over time.

10.2 Recommend recruitment/retention strategies, where appropriate.

10.3 Present recommendations to the CPM for review.

10.4 Finalize recommendations.

10.5 Provide training and tools to Human Resources Department staff to ensure that staff can conduct audits/adjustments consistent with study methods until the next formal study is conducted using Evergreen's **JobForce Manager** tool that will enable Human Resources staff to estimate future pay plan changes, update market information, make determinations on reclassifications, and create new jobs – allowing for streamlining, and an increase in fairness and transparency of regular compensation and classification tasks after solution implementation.

#### KEY PROJECT MILESTONES

- Recommendations for compensation administration
- Recommendations for recruitment/retention policies
- Training on Evergreen's **JobForce Manager** tool

#### Task 11.0 Provide Updated Class Descriptions

#### TASK GOALS

- Update existing class descriptions.
- Create new class descriptions as needed, ensuring ADA, FLSA, EEO, etc. requirement satisfaction.
- Provide final version of all class descriptions/specifications in electronic format (i.e., MS Word).

#### TASK ACTIVITIES

- 11.1 Assess current class descriptions for form, content, validity, and ADA, FLSA, EEO compliance, etc.
- 11.2 Discuss any necessary changes to the class description format with the CPM.



- 11.3 Update classification descriptions based on data gathered from the job evaluation process.
- 11.4 Create new class descriptions based on Evergreen’s proposed classification structure by leveraging data from the job evaluation process, if available.
- 11.5 Recommend a systematic, regular process for reviewing class descriptions.

**KEY PROJECT MILESTONES**

- Updated class descriptions
- New class descriptions, as needed
- Recommendations for regular review of class descriptions

**1.3  
Proposed  
Timeline**

Evergreen possesses the ability, staff, skills, and tools to conduct a Classification and Compensation Study for the County of Inyo in four months of the project start date and following the signing of the contract. This schedule is based on a tentative start date of February 1, 2023, and a completion date of May 30, 2024. Our proposed timeline, shown in **Exhibit 1-5**, can be modified in any way to meet the best needs of the County.

**Exhibit 1-5  
Proposed Timeline**

PROJECT TASKS	2024			
	FEB	MAR	APR	MAY
1.0: Project Initiation	█			
2.0: Evaluate the Current System	█			
3.0: Collect and Review Current Environment Data		█		
4.0: Evaluate and Build Projected Classification Plan and Make FLSA Determinations		█	█	
5.0: Identify List of Market Survey Benchmarks and Approved List of Targets			█	
6.0: Conduct Market Salary and Benefits Survey and Provide External Assessment Summary			█	█
7.0: Develop Strategic Positioning Recommendations				█
8.0: Conduct Solution Analysis				█
9.0: Develop and Submit Draft and Final Reports				█
10.0: Develop Recommendations for Compensation Administration				█
11.0: Provide Updated Class Descriptions				█



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*Section 2.0*  
*Experience and Qualifications*



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## 2.0 *Experience and Qualifications*

Evergreen Solutions is well qualified to conduct a Classification and Compensation Study for the County of Inyo as we have conducted more than 1,200 similar studies for local governments and other public sector organizations across the country. In this section, we provide you with our firm's history and background, a list of similar studies we have conducted or are currently under contract to conduct for local governments, and the qualifications of our proposed project team.

### 2.1 Firm's History and Background

Evergreen Solutions, LLC is a national, multidisciplinary, public sector management consulting firm, which specializes in working with public sector organizations, including hundreds of local governments, across the nation. We provide a unique approach, rather than the "consulting as usual" approach, by partnering with our clients to find innovative, real-world solutions to public management.

Evergreen Solutions was formed in 2004 to provide a modern, practical alternative to the typical consulting options. The firm is made up of management and human resource professionals as well as strategic partners who came together to form an innovative alternative that places clients and their needs before any individual, model, or corporate goal.

Evergreen's philosophy is based on an understanding that there is not a "one size that fits all" solution to compensation management. Our approach is built on working collaboratively with all parties to make sound, implementation-focused recommendations.

Evergreen employs 29 full- and nine part-time staff who provide a variety of human resources consulting work. Evergreen is authorized to transact business in the State of California. Evergreen has five consultant teams who work with our public sector partners to ensure we have the internal resources necessary to complete all of our projects within required timeframes.

Evergreen's main focus is on people, management, and technology. This focus allows our team to provide a broad variety of services, including, but not limited to: classification and compensation studies; salary and benefits surveys; performance appraisal reviews; workload analyses; staffing studies; HR department reviews; disparity studies; efficiency studies; training assessments; and strategic planning.

We invite you to browse our Web site at [www.ConsultEvergreen.com](http://www.ConsultEvergreen.com) or visit us on Facebook at [www.facebook.com](http://www.facebook.com) or LinkedIn at [www.linkedin.com](http://www.linkedin.com) for more information about our services, staff, and past experience.



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Evergreen Solutions assists public sector professionals in exercising control over the inter-related elements that determine success or failure. We do that by applying a situation-responsive discipline that emphasizes:

- full visibility into the entire organization through research and discovery;
- a spirit of partnership with staff and leadership;
- sound recommendations based on best practices and proven methods; and
- a practical go-forward plan that leads to quantifiable results.

Collectively, the members of the Evergreen Solutions Team have:

- extensive experience in conducting classification and compensation studies for local governments and other public sector organizations throughout the country, including California;
- comprehensive experience in all components vital to the successful completion of this engagement;
- knowledge of relevant California statutes and regulations as well as federal regulations;
- objectivity and flexibility due to the fact that we have no vested interests; and
- specialized analytical tools that we bring to the project.

Clients nationwide have been successfully implementing recommendations from our team of professional consultants for decades. Evergreen has contracted with public sector, quasi-governmental, and non profit organizations in 47 states throughout the country.

**Exhibit 2-1** includes a sample list of local government clients that Evergreen has worked with, or is currently on contract to work with, in providing work similar in scope to the services being requested. **Note: Evergreen has also worked with the Los Angeles Unified School District and the Pleasant Valley Recreation and Park District and is currently working with Consumnes Community Services District in California.**





**Exhibit 2-1: Sample List of Local Government Clients**

Spokane County, WA	Shawnee County, KS	Columbus Consolidated Gov't, GA	Gaston County, NC
City of Ridgefield, WA	City of Branson, MO	City of Clearwater, FL	Guilford County, NC
City of Washougal, WA	City of Lee's Summit, MO	City of Fort Myers, FL	Harnett County, NC
City of Albany, OR	City of Columbia, MO	City of Gainesville, FL	Haywood County, NC
City of Bend, OR	City of Dardenne Prairie, MO	City of Jacksonville, FL	Jackson County, NC
Columbia County, OR	City of Jefferson, MO	City of Key West, FL	Lee County, NC
<b>County of Mariposa, CA</b>	City of Troy, MO	City of Pensacola, FL	New Hanover County, NC
<b>City of San Rafael, CA</b>	Jackson County, MO	City of Orlando, FL	Transylvania County, NC
<b>City of Camarillo, CA</b>	St. Charles County, MO	City of Sarasota, FL	Union County, NC
<b>Calaveras County, CA</b>	City of Bloomington, IN	City of Palm Beach Gardens, FL	City of Falls Church, VA
<b>City of Long Beach, CA</b>	Blount County, TN	City of North Miami Beach, FL	City of Fredericksburg, VA
<b>City of Yucaipa, CA</b>	Carter County, TN	Alachua County	City of Newport News, VA
<b>City of Hemet, CA</b>	City of Murfreesboro, TN	Brevard County, FL	City of Suffolk, VA
City of Boulder City, NV	City of Clarksville, TN	Charlotte County, FL	City of Williamsburg, VA
Ogden City Corporation, UT	City of Morristown, TN	Flagler County, FL	City of Norfolk, VA
City of Flagstaff, AZ	City of White House, TN	Hernando County, FL	Chesterfield County, VA
City of Page, AZ	City of Winchester, KY	Leon County, FL	County of Culpeper, VA
City of Prescott, AZ	City of Urbana, IL	Manatee County, FL	County of Northampton, VA
Yavapai County, AZ	City of Moline, IL	Martin County, FL	County of York, VA
City of Carlsbad, NM	McLean County, IL	Miami-Dade County, FL	Essex County, VA
City of Santa Fe, NM	Mahoning County, OH	Monroe County, FL	Gloucester County, VA
City of Albuquerque, NM	City of Auburn, AL	Palm Beach County, FL	Isle of Wight County, VA
Ouray County, CO	City of Foley, AL	Orange County, FL	James City County, VA
Grand County, CO	City of Daphne, AL	Pinellas County, FL	King George County, VA
City of Fountain, CO	City of Madison, AL	Sarasota County, FL	Loudoun County, VA
City of Amarillo, TX	City of Northport, AL	Seminole County, FL	Montgomery County, VA
City of Austin, TX	Baldwin County, AL	City of Beaufort, SC	Shenandoah County, VA
City of Buda, TX	Lee County, AL	City of Spartanburg, SC	Spotsylvania County, VA
City of Conroe, TX	Chambers County, AL	City of Chester, SC	Northumberland County, VA
City of Duncanville, TX	Shelby County, AL	City of Clemson, SC	City of Baltimore, MD
City of Farmers Branch, TX	Town of Loxley, AL	City of Columbia, SC	City of Annapolis, MD
City of Denton, TX	City of Alpharetta, GA	City of Isle of Palms, SC	City of Hagerstown, MD
City of Fredericksburg, TX	City of Atlanta, GA	City of Conway, SC	City of Hyattsville, MD
City of Kingsville, TX	City of Brookhaven, GA	City of Goose Creek, SC	City of Westminster, MD
City of Lockhart, TX	City of Chamblee, GA	City of Lancaster, SC	City of Laurel, MD
City of Pearland, TX	City of Dahlonoga, GA	City of Mauldin, SC	Prince Georges County, MD
City of Pflugerville, TX	City of Douglasville, GA	Town of Cheraw, SC	Allegany County, MD
City of Rowlett, TX	City of Dunwoody, GA	Town of Hilton Head Island, SC	Charles County, MD
City of Sachse, TX	City of Fayetteville, GA	Town of Moncks Corner, SC	Prince George's County, MD
City of Seguin, TX	City of Garden City, GA	Town of Mount Pleasant, SC	Talbot County, MD
City of Sunset Valley, TX	City of Jackson, GA	Beaufort County, SC	Washington County, MD
City of Portland, TX	City of Marietta, GA	Berkeley County, SC	City of Milford, DE
City of Seabrook, TX	City of Norcross, GA	Charleston County, SC	Kent County Levy Court, DE
City of Texas City, TX	City of Roswell, GA	Dorchester County, SC	North Dakota Court System, ND
Brazoria County, TX	City of Sandy Springs, GA	Laurens County, SC	City of Kalamazoo, MI
Denton County, TX	City of Savannah, GA	Spartanburg County, SC	Genesee County, MI
Fort Bend County, TX	City of Statesboro, GA	York County, SC	City of Minneapolis, MN
Hood County, TX	City of Stockbridge, GA	City of Goldsboro, NC	Cumberland County, PA
Jefferson County, TX	City of South Fulton, GA	City of Fayetteville, NC	City of Pittsburgh, PA
Kaufman County, TX	City of Suwanee, GA	City of Raleigh, NC	County of Allegheny, PA
Randall County, TX	City of Tybee Island, GA	City of Hendersonville, NC	County of Montgomery, PA
City of Broken Arrow, OK	Cherokee County, GA	City of Fayetteville, NC	City of Manchester, NH
City of Hot Springs, AR	Douglas County, GA	City of Southport, NC	City of Norwalk, CT
City of Salina, KS	Forsyth County, GA	Buncombe County, NC	Town of Wethersfield, CT
City of Leawood, KS	Cobb County, GA	Dare County, NC	Town of Colchester, VT
Sedgwick County, KS	Columbus Consolidated Gov't, GA	Franklin County, NC	Town of Bridgewater, MA



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## 2.2 Select Relevant Experience

Because Evergreen has conducted more than 1,200 projects that are similar in scope to the services being requested by the County of Inyo, we have included in this section only a sample of some of our similar local government work. **Note:** Evergreen Solutions was also one of several firms awarded a blanket contract in 2021 to provide a variety of HR consulting work to the County of Monterey.

### **Compensation Review Mariposa County, California**

Evergreen is retained by Mariposa County to conduct a Compensation Study. Our duties will be to: meet together with the labor Unions and Human Resources to discuss this compensation survey and, to the extent possible, discuss and agree upon comparable counties and additional classifications for evaluation; evaluate existing job families and/or establish new job families to ensure consistency; evaluate the comparable market (total comp, including salary and benefits) for each above listed classification; conduct routine progress meetings with Human Resources and the County Administrative Officer; evaluate internal equity relationships, with a specific focus on compaction, and suggest salary adjustments as appropriate; determine whether the Deputy Clerk of the Board II should be aligned for salary purposes with the Executive Assistant; evaluate whether the HHSA Program Assistant should be aligned for salary purposes with the HHSA Eligibility Specialist; produce and deliver a final report detailing all classifications and families and their place in the comparable market, specifically highlighting ones that are not aligned with the job market; and present the final report to the Board of Supervisors. **Note:** This project is nearing completion.



### **Classification and Compensation Study Calaveras County, California**

Evergreen Solutions is retained by Calaveras County to conduct a Classification and Compensation Study. Evergreen will complete the following tasks to complete the study:

- review and compare current salaries of identified benchmark classifications;
- compare of current salaries on the identified benchmark classifications;
- review and compare the County's current benefit packages;
- recommend where the County salary structure should be to maintain a competitive presence, including surrounding counties, not comparable in sizes, but located in surrounded areas; and
- review the County's internal relationships among benchmark classes and related classifications.

**Note:** This project is nearing completion.



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**Comprehensive Classification and Compensation Study  
City of Camarillo, California**

Evergreen Solutions was retained by the City of Camarillo to conduct a Comprehensive Classification and Compensation Study. The study assessed the current classification schedule and pinpointed needed changes in job duties, titles, salaries, and benefits. The study also addressed the internal relationships within the organization to help determine proper equity in the classification and compensation system and also helped determine whether the existing salary and compensation schedule was competitive and consistent with comparable employers. In the end, Evergreen provided a defensible and technically sound basis for compensating employees within the City. Evergreen also evaluated the City's current pay for performance plan and provided alternative compensation recommendations, including Cost of Living Arrangement structures. 10 single job audits were conducted.



**Compensation and Benefits Study  
City of San Rafael, California**

Evergreen Solutions was retained by the City of San Rafael to conduct a Compensation and Benefits Study. Evergreen analyzed whether the City's current pay and benefit plans were competitive in the market in order to better assist the City in retaining and attracting a talented workforce.



**Classification and Compensation Consultant Services  
City of Hemet, California**

Evergreen Solutions is retained by the City of Hemet to provide Classification and Compensation Consultant Services for non-bargaining unit employees. Evergreen will review and modify the City's existing classification structure to include the establishment of appropriate job families, classification series, career ladders, and internal alignment/equity across departments; conduct a comprehensive total compensation survey, including benefits, of comparator cities for each classification; assess operational efficiency; make recommendations as to how to better utilize existing personnel; and provide recommendations for salary range adjustments based on study results; and develop a strategy for implementing the results.





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**Compensation Study  
City of Long Beach – Long Beach Management Association, California**

Evergreen Solutions was retained by the Long Beach Management Association to conduct a Compensation Study for its union employees in the Fleet Services Bureau.



**Classification and Compensation Study  
City of Yucaipa, California**

Evergreen Solutions is retained by the City of Yucaipa to conduct a Classification and Compensation Study. Evergreen will review current class specifications to ensure they are in line with current changes and requirements in the law, identify class specifications that need to be updated to reflect current job duties and requirements of the position, and include physical requirements and essential job functions to comply with the Americans with Disabilities Act (ADA). In addition, Evergreen will review the City's current organizational structure and provide recommendations to ensure it is efficient and effective.



**Classification and Compensation Study  
City of Boulder City, Nevada**

Evergreen Solutions was engaged with the City of Boulder City to conduct a Classification and Compensation Study. Evergreen's consultants conducted a job evaluation, classification review, and developed a compensation system for all positions and job classifications in order to make recommendations regarding the appropriateness, internal equity, and external competitiveness of the City's classification and compensation plans. Evergreen developed an updated and well-structured classification system as well as classification descriptions for all positions that is legally compliant (including Fair Labor Standards Act (FLSA) and Americans with Disabilities Act (ADA) requirements), internally aligned, reflective of contemporary standards, and accurately reflected current roles, responsibilities, duties, and qualifications. The study also reviewed the City's compensation structure by conducting a market salary survey using comparator agencies. The compensation study contained specific recommendations regarding the integration of all classifications into a clear compensation structure, with the goal of developing a clearly designed, internally equitable format that is flexible for career opportunity and future growth.



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**Classification Study and Compensation Survey  
City of Page, Arizona**

Evergreen Solutions was engaged with the City of Page to conduct a Classification Study and a Compensation Survey for all employees. As part of the study, Evergreen conducted orientation sessions, focus groups, and interviews. Employees completed a Job Assessment Tool (JAT) in order to analyze job duties and revise the current classification structure. A salary and benefits survey was issued to local and regional employers to assess market competitiveness. Based on the findings from the classification and compensation review, a new pay plan as well as policies and procedures were recommended to the City.



**Classification and Compensation Study (Included Gender Equity Analysis)  
City of Prescott, Arizona**

The City of Prescott retained Evergreen Solutions to conduct a Classification and Compensation Study, including the development of a compensation philosophy, to design and implement a comprehensive total compensation plan and to classify all positions appropriately within the plan structure. The study included a complete classification analysis using the Job Assessment Tool job valuation methodology as well as a statistical assessment of internal conditions and an assessment of external equity including salary and benefits surveys of competing organizations. The final report culminated in a series of findings and recommendations that were designed to alleviate any strains on the system and, if necessary, redesign or augment the existing system in place at the City of Prescott. **Note:** Evergreen also ensured that the solution that was recommended was equitable from a gender standpoint by doing an analysis of the data collected.



**Compensation Study  
City of Flagstaff, Arizona**

City of Flagstaff was hired Evergreen Solutions to conduct a Compensation Study. Evergreen's consultants performed the following tasks: evaluated the current broadband pay plan structure; evaluated the current skill-based pay plan, public safety, and general 2080 pay plan structures; conducted a market salary survey of at least five other local government and private sector peer organizations; developed a plan for the City's strategic improvement, including the identification of highly competitive positions within the City; and developed recommendations and guidelines for the continued administration and maintenance of the compensation system.



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**Compensation Study  
Town of Sahuarita, Arizona**

Evergreen Solutions was hired by the Town of Sahuarita to conduct a Compensation Study that is in alignment with the Town's Strategic Management Plan. Evergreen assisted the Town in developing a highly competitive pay philosophy to recruit and retain quality professional staff and surveyed the market to identify proper pay ranges in the public and private sector for similar classifications.



**Classification, Compensation, and Benefits Study  
Yavapai County, Arizona**

Evergreen Solutions was engaged with Yavapai County to conduct a Classification, Compensation, and Benefits Study. The purpose of the study was to develop a clear, equitable, consistent and competitive classification and compensation structure that fosters the retention and recruitment of qualified individuals while providing opportunities for growth and development within the County. Evergreen worked with the County to develop a compensation structure that was fair, equitable, and competitive with other local governments in the surrounding geographic market area from which the County recruits. Evergreen further worked with the County to develop a classification system that facilitated ongoing compensation analysis and reporting based on similarly-situated employees, similar skills, qualifications, responsibilities, and pay, using job family grouping and EEO job categories and provided the County with a tool that the HR department could use to continue that job evaluation process.



**Classification, Compensation, and Benefits Study  
Ogden City Corporation, Utah**

Evergreen Solutions was engaged with Ogden City Corporation to conduct a Classification, Compensation and Benefits Study. The goals of this study were to ensure that job descriptions accurately reflect actual duties and maintain compensation levels that are both internally and externally equitable.

Evergreen Solutions worked with Ogden City Corporation throughout four project phases that involved:

- conducting a job analysis, including building a classification plan;
- documenting a compensation philosophy;
- reviewing and analyzing the City's total compensation plan, including a market salary and benefits survey; and
- providing a comprehensive report containing recommendations, an implementation approach, and guidelines for maintaining classification and compensation policy updates and changes.



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### **Compensation Study City of Bend, Oregon**

Evergreen Solutions is retained by the City of Bend to conduct a Compensation Study. The objectives of the study are to assist the City in conducting a compensation study for all COBEA represented classification descriptions as prescribed by guidelines; and assist the City with conducting a compensation study for all non-represented classification descriptions. **Note:** This project is nearing completion.



### **Classification and Compensation and Equal Pay Study City of Albany, Oregon**

Evergreen Solutions was retained by the City of Albany to conduct a Classification and Compensation and Equal Pay Study. Evergreen's consultants reviewed current job descriptions and compensation structures to determine the need for modifications to assure external competitiveness and internal equity by performing the following tasks:

- reviewed current job descriptions to analyze knowledge, ability, education, experience, relevance, and hierarchical consistency;
- developed, distributed, and analyzed job specific questionnaires, as needed, and conducted in-person interviews of select staff to complete analysis;
- proposed, where appropriate, broad-banding of classifications, or combining classifications into a series, if beneficial to achieve alignment of similar positions;
- recommended additions, deletions, or modifications to existing classifications and made FLSA determinations (exempt or non-exempt status) for positions;
- surveyed comparator jurisdictions for both wages and total compensation;
- analyzed results and developed appropriate pay structures for City taking into account compression and internal equity;
- conducted equal pay analyses of recommended pay structures that complied with House Bill (HB) 2005 and its implementing administrative rules; and
- trained City HR staff on the methodology used to assess job classifications in order to maintain internal equity when adding, deleting, or modifying jobs in the future.



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**Compensation and Classification Study  
Columbia County, Oregon**

Evergreen Solutions was retained by Columbia County to conduct a Compensation and Classification Study. Evergreen's consultants worked with the Compensation Study Committee (CoSC) to develop a compensation system for the County, evaluated current pay grades, conducted an equal pay analysis in compliance with the Oregon Equal Pay Law, and developed a classification system to facilitate the continued administration of the compensation analysis. Evergreen's consultants also assessed position titles and identified appropriate employee status in accordance with FLSA. Evergreen then developed multiple alternative recommendations and a communication plan as well as reviewed and developed different policies procedures and proposed different recommendations.



**Classification and Compensation Study  
City of Ridgefield, Washington**

Evergreen Solutions was engaged with the City of Ridgefield to conduct a Classification and Compensation Study. The City had desired to maintain an internally and externally equitable, yet market competitive, classification and compensation plan. The City had strived to competitively recruit and retain employees who would provide the best service to the community. The City had not conducted an in-depth review of the classification and compensation structure since 2015-16 and since that time had grown from 37 to 52 FTE's, including seven (7) new classifications. In the end, Evergreen provided recommendations to update the City's classification and compensation structure in order to better retain and recruit qualified employees.



**Total Compensation Study  
Spokane County, Washington**

Evergreen Solutions was retained by Spokane County to conduct a Total Compensation Study. Evergreen reviewed total Compensation (compensation and benefits) for 225 regular, full-time positions and recommended possible wage adjustments that align with the County's compensation philosophy. Additionally, Evergreen compared the County's benefits package with those offered in the same local market identified in the pay analysis. **Note:** Evergreen was again hired to conduct a Classification Study.



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**Pay for Performance Study and Salary Survey  
City of Manitou Springs, Colorado**

Evergreen Solutions was retained by the City of Manitou Springs to develop a performance-based pay structure and conduct a salary survey. Evergreen made recommendations regarding enhancements needed to the City's current performance evaluation system and provided the City with a performance evaluation tool.



**Classification and Compensation Study (Included Benefits Survey)  
Ouray County, Colorado**

Evergreen Solutions was engaged with Ouray County to conduct a Classification and Compensation study, including wages and benefits, for full-time and part-time employees of Ouray County. A job analysis was conducted using existing job descriptions to determine the best classifications for the work performed. Evergreen recommended the deletion of outdated or unnecessary jobs descriptions as well as the revision to current positions, if needed. In addition, a salary survey was conducted to ensure external market equity by comparing Ouray County to other county governments, local municipalities and local businesses as appropriate. Recommendations were provided to improve the fairness and equity in the current classification and compensation system.



**Compensation Study  
Grand County, Colorado**

Evergreen Solutions was retained by Grand County to conduct a compensation study. Evergreen performed the following tasks: reviewed current personnel practices and policies that impacted pay and performance; reviewed legal provisions and requirements, including statutory requirements that could impact the study; conferred with the County Manager, Elected Officials, Department Heads and Human Resources Director in order to review input regarding their views of compensation problems and needs, and identified specific areas of concern; reviewed County jobs in order to prepare an appropriate pay survey and fringe benefit questionnaire; prepared a survey tool that sought entry level, mid-point and maximum pay for each key class included; performed analysis of pay and benefit data provided by peer organizations; prepared recommended pay grade and range schedules and assignments to pay grades for each class of work; determined appropriate internal relationships of the classes based upon classification factors; and developed a salary schedule or schedules that met the needs of the County's compensation program and related to the County's labor market.



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**Classification and Compensation Consulting Services  
City of Albuquerque, New Mexico**

Evergreen Solutions is retained by the City of Albuquerque to provide Classification and Compensation Consulting Services. Evergreen's consultants will perform the following tasks: develop new classification and compensation structure (job families, pay plans, grades, steps as applicable) including recommendations for movement within structure; conduct a benchmarking analysis for placement of jobs within the new structure; assess and provide recommendations associated with Premium Pay programs including but not limited to hiring incentives, seniority-based pay (longevity pay), shift differential, etc.; recommend resources needed to manage compensation program into future (i.e., technology and human capital); review and update job descriptions to accurately reflect essential functions, minimum qualifications for education and experience, required knowledge, skills and abilities, special requirements, and physical and environmental conditions; ensure position descriptions are in full compliance with all applicable federal, state, local statutes and regulations, including the Fair Labor Standards Act (FLSA) exemption status and Americans with Disabilities Act (ADA); and ensure position descriptions are assigned within the classification system, reflecting equitable placement between various position responsibilities; provide a scoring mechanism for the placement of those positions in the classification system and a recommendation on updates thereafter. **Note:** Evergreen previously conducted a similar study for the City.



**Salary and Benefits Survey  
City of Carlsbad, New Mexico**

Evergreen Solutions was retained by the City of Carlsbad to conduct a Salary and Benefits Survey. The study included the evaluation of 50 union positions as benchmarks against the private and public labor market in the State of New Mexico, and making recommendations to improve competitiveness in alignment with the City's strategic goals. Evergreen used private sector data from ERI for data that was unavailable from selected targets using a custom salary and benefits survey. In addition, Evergreen collected average actual salary data for the benchmarked positions. Evergreen's recommendations improved the competitiveness of the City and helped prepare the City for future recruitment challenges.



**Comprehensive Compensation and Classification Study  
City of Santa Fe, New Mexico**

Evergreen Solutions was engaged by the City of Santa Fe to conduct a comprehensive compensation and classification study for all City 1,326 employees, including non-bargaining employees and those covered by collective bargaining agreements. Evergreen conducted orientations and focus groups with general employees, and interviewed department



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directors and other executive managers. Employees completed Job Assessment Tools, and supervisors completed Management Issues Tools, as needed. The data gathered through this process resulted in JAT scores for each job title, placement of each job into an internal hierarchy, and recommendations as needed for revisions to the current classification structure.

Evergreen also worked with City Human Resources staff to conduct a comprehensive salary survey. The results were combined with the internal hierarchy analysis to generate recommendations for a comprehensive compensation and classification structure. Evergreen provided detailed recommendations for the implementation of a new structure and related employee salary adjustments. Evergreen also assisted the City with implementation of a revised performance assessment system which include training with supervisors and staff, and creating and distributing performance appraisal factor weighting forms. **Note:** Evergreen was again hired in 2023 to conduct a Classification and Compensation Study for the City.



**Classification and Compensation Study  
City of Seguin, Texas**

Evergreen Solutions was hired to assist the City of Seguin in designing and implementing a comprehensive classification and compensation plan for its workforce of 330 full-time employees. The scope of the project included two major components: (1) Working with a City management team to revise the existing pay plan and structures; and (2) Evaluating current salary structure and compensation levels for all regular, classified positions and recommending appropriate adjustments.

Specifically, Evergreen's consultants reviewed the City's current classification/compensation plan; surveyed management and identified problem areas regarding the classification and compensation system; conducted a salary survey to ensure external equity; reviewed current policies and procedures; reviewed salary structure to determine appropriateness; and provided technical assistance and training to City staff to facilitate the implementation and the maintenance of the recommended system and procedures.



**Classification and Compensation Study  
City of Farmers Branch, Texas**

Evergreen Solutions was engaged with the City of Farmers Branch to conduct a Comprehensive Compensation and Classification Study. The primary objectives of the study were to: review and revise current classification system; determine relevant competitive markets; develop a custom compensation survey to distribute to peer organizations; propose guidelines for an improved or new compensation program and step/grade plan; and provide recommendations to keep the current pay structure competitive. In addition to the salary survey, Evergreen Solutions conducted a benefits survey of market peers in order to compare the City's current benefits to those of its peers.





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**Compensation and Classification Study  
City of Coppell, Texas**

Evergreen Solutions was engaged with the City of Coppell to conduct a Compensation and Classification Study. Evergreen reviewed existing job functions by position as they pertained to the current and recommended structure; examined current market position using peer comparisons; developed a comprehensive labor market salary survey for the North Texas region that included other local municipalities; analyzed existing internal hierarchy based on job relationships and essential functions, identified problem areas within the internal hierarchy system and proposed implementation methods to correct identified problems; developed a pay plan; reviewed and recommended assignments of all positions to an appropriate pay grade, as well as made recommendation(s) for corresponding education and experience requirements by classification; reviewed and revised job descriptions; and recommended implementation strategies including calculating the cost of implementing the study results.



**Compensation and Classification Study  
City of DeSoto, Texas**

Evergreen Solutions was engaged with the City of DeSoto to conduct a Compensation and Classification Study. Evergreen's consultants provided employee communication sessions and department head interviews, conducted a point factor job evaluation to determine internal equity, reviewed FLSA, conducted a salary survey to determine external equity, and developed a new pay structure based on survey results and job evaluation. In the end, Evergreen provided a final report that included fiscal impact estimates based on a variety of scenarios and materials for ongoing job evaluations system maintenance.



**Comprehensive Compensation and Benefits Study  
City of Sachse, Texas**

Evergreen Solutions was hired by the City of Sachse to conduct a Comprehensive Compensation and Benefits Study. The study measured and provided an analysis on base salary, pay/step plans, employer-provided medical benefits packages and any other incentive-based compensation options, including "on call" pay. To ensure the project's validity and applicability, Evergreen conducted a compensation analysis using similar-sized local municipalities for comparison and recommended comparator cities for consideration.

The following study components were compared:

- pay ranges with comparator cities performing the same or similar functions;



- actual employee pay with comparator cities performing the same or similar functions;
- pay/step plans/special assignment pay with comparator cities performing the same or similar functions; and
- city-provided comprehensive employee benefits packages with comparator cities performing the same or similar functions.

Evergreen recommended pay structure features that provided opportunities for advancement while minimizing salary overlap between levels of responsibility.



### **Classification and Compensation Study City of Pflugerville, Texas**

Evergreen Solutions was hired by the City of Pflugerville to conduct a Classification and Compensation Study for its workforce of over 300 full- and part-time employees. Evergreen analyzed each position within the City by conducting interviews and job audits; evaluated employee position descriptions and duties; interviewed department heads and managers; and assessed classifications within positions (I, II, III, or Lead, Foreman). Evergreen reviewed current job descriptions, focusing on the purpose, job scope, essential duties and responsibilities, education/training requirements, physical job requirements, and working conditions, determined FLSA status (exempt/non-exempt) for positions under federal regulations, and recommended which positions were essential positions in the event the City had a temporary closure. Based on this review, Evergreen presented a proposed classification structure to City management and incorporated input into the final classification document, including a cost analysis for positions that would require adjustments.

Evergreen surveyed the cities of Georgetown, Round Rock, Hutto, Cedar Park, Leander, San Marcos, and College Station to compare compensation and benefit structures in addition to minimum and maximum rates of pay for select positions and will soon make recommendations toward appropriate ranges for rates of pay for each position identified. This included a minimum, mid-point, and maximum, with 1<sup>st</sup> and 3<sup>rd</sup> quartile designations. A Salary Grade Chart was prepared based on these recommendations and was presented to management for final approval.



### **Comprehensive Compensation and Benefits Study City of Rowlett, Texas**

Evergreen Solutions was engaged with the City of Rowlett to conduct a comprehensive compensation and benefits study. The primary goal of the study was to ensure that the City was recognized as an employer of



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choice that provides a viable, cost effective and competitive pay structure. The study measured and provided a compensation analysis on (a) base salary, (b) pay/step plans, (c) employer-provided medical benefits packages and (d) any other incentive-based compensation options, to include "on call" pay. Evergreen's consultants identified any weaknesses within the components of the City's existing compensation package that would negatively impact the organization's ability to attract and retain talented employees.



**Pay Structure Study  
City of Fate, Texas**

Evergreen was hired to develop a new pay plan for the City of Fate. Evergreen performed the following tasks: reviewed the City's salary data; created a new pay plan for the City; slotted current jobs into the new pay plan; and verified the internal equity of the new pay plan.



**Job Classification, Salary Survey, Compensation Plan Study Services  
City of Duncanville, Texas**

Evergreen Solutions was engaged with the City of Duncanville to provide professional Job Classification, Salary Survey, and Compensation Pay Plan Study Services that allowed the creation of a comprehensive job classification and compensation system and pay plans for employees within the City. Evergreen's consultants reviewed and analyzed the City's current structure and practices of job classifications and job descriptions including: conducting orientation sessions; providing questionnaires; conducting management and employee interviews; reviewing questionnaire responses with supervisory and management staff; performing a job analysis; and developing and/or revising job descriptions.

Evergreen prepared a customized market survey of salaries of the local and area municipalities that included all of the competitive markets where the city recruited employees. Evergreen established a system for an ongoing and easily understood maintenance of the new, or updated, pay plan that was easy for employees to understand and for managers to administer. The recommended pay plan effectively balanced market and internal equity, supported the classification system, and promoted an employee's perception of organizational fairness and equity in the City.



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**A Classification and Compensation Pay Plan  
City of Amarillo, Texas**

Evergreen Solutions was engaged with the City of Amarillo to develop a Classification and Compensation Pay Plan. Evergreen's consultants: reviewed the City's existing classification/compensation system; worked with the City's Human Resources Director and staff to identify a market position for the City; gathered necessary information through the use of questionnaires, job audits, some personal interviews; discussed and determined the appropriate labor market for the compensation survey; analyzed existing internal hierarchy based on job relationships and proposed implementation methods to correct any identified specific problems; developed a pay plan identifying specific parameters; and reviewed and assigned all positions to an appropriate pay grade.

In the end, Evergreen recommended implementation strategies including calculating the cost of implementing the study and provided the Human Resources staff with training to maintain and revise the system, as needed.



**Classification and Compensation Study  
City of Gonzales, Texas**

Evergreen Solutions was retained by the City of Gonzales to conduct classification and compensation study for all employees. Employees participate in focus groups, interviews, and job analysis to determine the best classifications for the work performed. Classifications were reviewed, as needed, and FLSA determinations were made. Evergreen consultants conducted a market salary survey to identify pay ranges in the public and private sector in order to determine the appropriate pay levels for all included jobs in the City. Recommendations were provided to improve the fairness and equity within the City and a plan was provided to address maintenance of implemented changes to the City's classification and compensation system.



**Human Resources Department Assessment (Classification and  
Compensation Services)  
City of Buda, Texas**

Evergreen was engaged with the City of Buda to conduct a Human Resources Department Assessment. Evergreen's consultants provided a job analysis questionnaire and procedures for future updating and new position creation and developed and fully defined a systematic procedure for evaluating positions using the "point factor method". A worksheet was developed for departments to request a job evaluation for upgrades within a position or for a new position for submission to Human Resources to ensure that job titles were consistently used on job descriptions and the pay plan.



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Evergreen further created a new cost effective, affordable compensation structure and management plan that was systematically and equitably acknowledge and rewarded an employee's performance and skills. Evergreen designed a compensation program that included a description and justification of the pay philosophy, a completed pay structure, and rules for moving employees through the pay structure based on their increasing contributions in support of the City. Evergreen consultant's gathered actual salary data from market surveys, local governmental agencies, benchmarked cities, and other appropriate data, as deemed necessary. The recommended compensation structure included a proposed training/career progression plan, including documentation as appropriate, and a plan that rewards employee performance fairly and equitably, with measures that can be documented.



**Classification and Compensation Study  
City of Lockhart, Texas**

Evergreen Solutions was retained by the City of Lockhart to conduct a classification and compensation study of its workforce. Employees participated in focus groups, interviews, and a job analysis was conducted to determine the best classifications for the work performed. In addition, pay ranges were analyzed as well as benefits in the public and private sector to determine the appropriate pay levels for all included jobs. Recommendations were provided to improve the fairness and equity in the current system.



**Comprehensive Compensation Plan  
City of Padre Island, Texas**

Evergreen Solutions was retained by the City of South Padre Island to design and implement a comprehensive compensation plan for the City of South Padre Island that included a pay for performance component. The scope of this project included: working with an assigned committee to determine specific needs related to the City in regards to compensation; working with the committee to review and establish benchmark cities to be used in determining the City's "competitive market"; conducting a job analysis to establish pay grades/classification groups for all City positions; reviewing current compensation philosophy, policies and plan and work with assigned committee to determine City's compensation philosophy; conducting a customized market salary and benefit analysis for all full-time positions that included additional pay types (i.e. assignment pay, certification pay, education pay, etc.); recommending and identifying a competitive position within the market (i.e. percentile of market); recommending pay structures (grades/classification groups and pay ranges; developing a complete, market-sustainable compensation plan that included a pay for performance structure that rewards those employees with high performance; coordinating with the City to illustrate initial (single) and/or



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multi-year implementation cost scenarios; meeting with the assigned committee and preparing and presenting to City Council, as required; creating and providing administrative policies related detailing the complete compensation plan for insertion into the Employee Handbook; and providing comprehensive training for key City staff members for implementation and ongoing maintenance of the approved compensation plan.



**Classification, Compensation, and Benefits Study  
City of Portland, Texas**

Evergreen Solutions was engaged with the City of Portland (City) to conduct a Classification, Compensation and Benefits Study. Evergreen's consultants evaluated jobs within the City and the current pay and benefits structure. A market survey of salary and benefits was conducted among peers approved by the City. Based on the survey results, Evergreen made recommendations for changes to the current classification and compensation system, as well as provided a maintenance tool that the Human Resources Department to use to keep the system current and equitable. Training on this maintenance tool was also provided.



**Salary Survey and Pay for Performance Study  
City of Mont Belvieu, Texas**

Evergreen Solutions was retained by the City of Mont Belvieu to conduct a pay for performance study and a salary study. The study identified classifications that were below market and that need to be adjusted in order for the City to remain competitive among its market peers. In addition, Evergreen made recommendations regarding enhancements needed to the City's current performance evaluation system and provided the City with a performance evaluation tool. **Note:** Evergreen was again retained by the City in 2020 to conduct a Classification and Compensation Study.



**Comprehensive Classification and Compensation Study (Included  
staffing study)  
City of Odessa, Texas**

Evergreen Solutions was retained by the City of Odessa to conduct a Comprehensive Classification and Compensation Study. Evergreen's consultants reviewed the current classification structure and proposed retention, redesign, or replacement and reviewed all current compensation plans including non-salary/wage remuneration and non-cash components (benefits and perquisites) to develop an understanding of the organization's total compensation structure. Evergreen further performed the following tasks:



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- reviewed current staffing levels for both public safety and non-public safety departments with regard to identified objective criteria and provided recommendations for consolidation or division of current departments, staff level changes, justifications for resulting staffing levels in each 10 department, and methodology for changing future staffing levels;
  - delivered and designed implementation methodology and timelines for a competency-based system for applicable jobs which could be integrated into the classification and compensation deliverables;
  - designed and delivered a performance evaluation system that could be used to drive the recommended classification and compensation career progression models; and
  - designed and delivered a permanently licensed, software-based succession planning system which included components to identify positions to be monitored, evaluate personnel readiness, and manage organization-wide succession gaps and opportunities.



### **Compensation and Classification Study City of Denton, Texas**

Evergreen Solutions was retained by the City of Denton to conduct a Compensation and Classification Study. Evergreen worked with the City to develop a communication strategy and plan that allowed the City to be informed and be as transparent as possible and solicited feedback and input from different levels of the City including employees, department directors/managers, and executive management. Evergreen conducted a comprehensive market compensation study and provided recommendations to ensure that the City's compensation system supports the City's mission, strategic objectives, and compensation philosophy. Evergreen further conducted a job analysis for 50 positions of concern to ensure appropriate pay grade classification and address internal equity concerns and will evaluate current pay grades, e.g. number of pay grades, including additions, deletions, and/or consolidations; appropriate spread between minimum and maximum of pay ranges, and recommended a strategy for improvements. Evergreen also reviewed and recommend solutions for a pay for performance system/process.



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**Classification and Compensation Study  
City of Kingsville, Texas**

Evergreen Solutions was retained by the City of Kingsville to conduct a Classification and Compensation Study. Evergreen conducted a market salary survey and job analysis to determine internal and external equity and updated the City's personnel manual.



**Employee Compensation Consulting Services  
Fort Bend County, Texas**

Evergreen was retained by Fort Bend County to provide employee compensation consulting services. Evergreen conducted the following tasks:

- reviewed current compensation plan including policy groups and salary structures;
- conducted Fair Labor Standards Act (FLSA) exempt/non-exempt status review of all positions;
- analyzed internal equity and possible compression issues;
- completed salary survey of City and County governments in the State of Texas as designated by the County;
- designed and executed a salary survey, analyzed results and made recommendations; and
- evaluated and determined each employee's proper step placement on the newly approved salary grade structure.



**Compensation and Classification Study  
Brazoria County, Texas**

Evergreen was retained by the Brazoria County to conduct a Compensation and Classification Study. Evergreen developed a compensation program for the County, evaluated current pay grades, and developed a classification system to facilitate the ongoing compensation analysis. Evergreen assessed position titles and identified appropriate employee status in accordance with FLSA. Evergreen then developed multiple alternative recommendations and a communication plan. Finally, Evergreen reviewed and developed different policies procedures and proposed different recommendations.





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### **Salary Compensation Study Hood County, Texas**

Evergreen Solutions was engaged with Hood County to provide an update of their classification and compensation system. Evergreen evaluated the current system, collected and reviewed current environment data, and evaluated and built the projected classification plan. Evergreen identified a list of market survey benchmarks and conducted a market survey. Evergreen's consultants provided the County with the external assessment summary, developed strategic positioning recommendations, and developed and submitted draft and final reports and recommendations for compensation administration. Additionally, Evergreen updated and rewrote job descriptions, as necessary, based on our recommendations.



### **Comprehensive Pay Plan/Compensation Review City of Salina, Kansas**

Evergreen Solutions was engaged with the City of Salina to conduct a Comprehensive Pay Plan/Compensation Review. Evergreen performed an extensive compensation review that compared the City of Salina's positions with comparable positions of other local government entities, including other Kansas cities of comparable size; and, where applicable, comparable public and private sector positions in the competitive market area. A review of internal equity was also conducted and job descriptions were updated, as needed. Evergreen also conducted a gender/race equity study and provided recommendations on to the City on how to make the compensation structure more equitable.



### **Classification and Compensation Study Sedgwick County, Kansas**

Evergreen Solutions was retained by Sedgwick County to conduct classification and compensation study for approximately 2,766 employees. Employees participated in focus groups, interviews, and job analysis to determine the best classifications for the work performed. Classifications were reviewed, as needed, and FLSA determinations were made. Evergreen consultants reviewed pay policies and practices and pay ranges in the public and private sector were analyzed to determine the appropriate pay levels for all included jobs. Recommendations were provided to improve the fairness and equity within the County and a plan was provided to address maintenance of implemented changes to the County's classification and compensation system. In addition, Evergreen provided County staff with the necessary training and materials so that an understanding of the methodology and how to implement, administer, and maintain the recommended total classification and compensation system would be accomplished. **Note:** Evergreen was again hired in 2022 to conduct an update of the County's Classification and Compensation Plan. This study is nearing completion.



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**Comprehensive Compensation Study  
Shawnee County, Kansas**

Evergreen Solutions was engaged with Shawnee County to conduct a Comprehensive Compensation Study. Evergreen conducted an external competitive market study for all current County positions to measure County pay versus market rates for each position. Evergreen further prepared cost proposals and alternatives for establishing market pay rates for each position within three years following completion of the study and provided training to Department Heads and Human Resource Director in plan implementation and maintenance as needed.



**Classification and Compensation Study and Analysis  
City of Broken Arrow, Oklahoma**

Evergreen Solutions was retained by the City of Broken Arrow to conduct a Classification and Compensation Study and Analysis to evaluate the present salary structure as compared to the specific job market for comparable positions in the public sectors. Evergreen performed the following: reviewed all current job classifications, confirmed and recommended changes to hierarchical order of jobs using The City's evaluation system; established appropriate benchmarking standards and conducted salary surveys as needed for similar positions as required (prefer to assess duplicate benchmarks – both municipalities as well as local employers); identified potential pay compression issues and provided potential solutions; analyzed and recommended changes to the present compensation matrix and/or structure to meet the market analysis; and assessed potential impact of pending DOL changes.



**Comprehensive Classification and Compensation Study  
City of Branson, Missouri**

The City of Branson hired Evergreen Solutions to conduct a Comprehensive Compensation and Classification Study to determine whether the City possessed a compensation and classification system that was both equitable as compared to the external competitive employment market as well as equitable internally. The study included a complete classification analysis using the Job Assessment Tool job valuation methodology as well as a statistical assessment of internal conditions and an assessment of external equity including a salary survey of competing organizations. The report culminated with a series of findings and recommendations that were designed to alleviate any strains on the system and, if necessary, redesign or augment the existing system in place at the City of Branson.



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**Compensation Study  
City of Lee's Summit, Missouri**

The City of Lee's Summit retained Evergreen Solutions to conduct a Compensation Study to determine whether the City possessed a compensation and classification system that was equitable as compared to both the external competitive employment market as well as being internally equitable. The study included a complete classification analysis using the Job Assessment Tool and Management Issues Tool job valuation methodology as well as a statistical assessment of internal conditions and an assessment of external equity including both benefits and salary surveys of competing organizations. The report culminated with a series of findings and recommendations that were designed to alleviate any strains on the system and, if necessary, redesign or augment the existing systems in place at the City of Lee's Summit. Also included in this study was an evaluation of the City's performance evaluation system to include recommendations for improvement, revision of evaluation instruments and development of a brief training manual for the program.



**Compensation and Benefits Study  
City of Dardenne Prairie, Missouri**

Evergreen Solutions was retained by the City of Dardenne Prairie to conduct a Compensation and Benefits Study. Evergreen reviewed the City's existing compensation and benefit plan, gathered necessary survey data from comparable municipalities in the St. Louis Metropolitan Area using a customized survey and recommended appropriate pay ranges for all positions (i.e., appropriate spread between minimum and maximum pay ranges and distance between steps, where appropriate). Evergreen further reviewed current job descriptions and titles and rewrote job descriptions to coincide with current responsibilities for each employee. Lastly, Evergreen provided the City with an Administration Manual with plan maintenance procedures.



**Comprehensive Compensation Study  
City of Troy, Missouri**

Evergreen Solutions was engaged with the City of Troy to conduct a Comprehensive Compensation Study. Evergreen performed the following tasks:

- identified criteria that was used in selecting comparable entities. For example, entities with similar population, similar geography, a similar mix of residential and commercial properties, and similar work force;
- identified the process to normalize the data to adjust for differences in city population, size, or other differences from Troy;



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- developed pay/productivity ratios for each City department that demonstrated how much salary was paid on average by each city for certain levels of service;
  - performed a job analysis for each position and conducted interviews with employees;
  - reviewed all job descriptions and created updated descriptions as needed;
  - performed an organization-wide operational efficiency study and identified staffing levels that deviated significantly from that of comparable entities.
  - performed a market salary survey to determine competitive salary levels for all positions;
  - performed survey of market to compare the type of fringe benefits provided to comparable entity employees that included, but were not limited to, health insurance, dental, vision, life, vacation, sick leave, annual holidays, education reimbursement, training and work hours;
  - updated the present salary schedule; and
  - recommended compensation policy regarding salary caps.



**Compensation Study  
City of Jefferson, Missouri**

Evergreen Solutions was engaged with the City of Jefferson to conduct a Compensation Study. The primary focus area for this project to correct salary compression where it existed and external market benchmarking/analysis in order to update the City's compensation plan to make it more competitive. Evergreen's consultants analyzed the effectiveness of the existing salary structure and recommend changes, if needed, based on best practices for municipal organizations within the market.



**Compensation Study  
City of Fulton, Missouri**

Evergreen Solutions was retained by the City of Fulton to conduct a Compensation Study that also included a comparison of benefit offerings in the market. Evergreen evaluated employee compensation and right-size staffing in terms of comparability and competitiveness, both from an internal equity and market perspective for similar municipalities and positions in the region. Evergreen also conducted a gender/race equal-pay analysis and provide recommended pay structures.



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### **Classification and Compensation Study Jackson County, Missouri**

Evergreen was retained by Jackson County to conduct a classification and compensation study. Evergreen performed a job and analysis to ensure employee's duties and responsibilities were accurate. Evergreen updated job descriptions, reviewed the County's compensation structure, and provided recommendations to optimize the attraction and retention of employees. In the end, Evergreen prepared a report with findings and recommendations to improve the current classification and compensation system.



### **Comprehensive Compensation and Classification Study Jefferson County, Missouri**

Jefferson County retained Evergreen Solutions to conduct a Comprehensive Compensation and Classification Study to analyze the County's market competitiveness and internal equity. Located just 40 miles southwest of the City of St. Louis, the County possessed a unique set of challenges being on the border of more rural, suburban, and even metropolitan markets. Maintaining market competitive compensation and classification plans in these environments required special effort. With this in mind, this study included a comprehensive classification analysis using the Job Assessment Tool job valuation methodology in addition to a statistical assessment of current conditions. An assessment of external equity including a salary survey of competing organizations was conducted. The project concluded with a series of findings and recommendations that were designed to alleviate any strains on the system and, if necessary, redesign the existing system in place for the County.



### **Classification and Compensation Study St. Charles County, Missouri**

Evergreen Solutions was engaged with the St. Charles County Government to conduct a Classification and Compensation Study. The primary purpose of the study was to assist the County in the evaluation of its overall employee compensation and pay structure as compared to the market; to perform a job audit and analysis for each full-time position to determine appropriate classification; and to update/develop job descriptions in a standardized format that is ADA and FLSA compliant. At the conclusion of the study, Evergreen provided a recommended job evaluation plan that will allow the County to evaluate positions every two years as well as provided an administration manual with plan maintenance procedures and a summary document that could be used to communicate the compensation system change to current and future employees.



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**Classification and Compensation Study  
City of Moline, Illinois**

Evergreen Solutions was retained by the City of Moline to conduct a Classification and Compensation Study. The objectives of the study were to: develop a new classification plan to provide consistency in the administration of the personnel system; ensure job descriptions accurately reflect the duties and responsibilities of the positions; review exempt status as defined by the Fair Labor Standards Act (FLSA) for certain positions; provide a compensation plan that assures proper internal relationships among classes; and provide recommendations concerning salary levels reasonably comparable to the Quad Cities area pay levels of major public employers.



**Classification and Compensation Study Services  
City of Urbana, Illinois**

Evergreen Solutions was engaged with the City of Urbana to provide Classification and Compensation Study Services. The City of Urbana had sought to achieve the following goals: 1. Maintain a high level of employee satisfaction by providing a classification and compensation system that is both fair and competitive. 2. Demonstrate fiscal responsibility to the community by providing a classification and compensation system that makes the best of The City's financial resources. 3. Ensure a close alignment between pay and performance by providing a classification and compensation system that rewards merit.



**Compensation Study and Analysis  
McLean County, Illinois**

Evergreen Solutions was engaged with McLean County to conduct a Compensation Study and Analysis. Evergreen's consultants performed a comprehensive, valid and reliable job analysis/evaluation of each job class within the County to determine whether the current pay grade levels for all classified and appointed positions were still appropriate and conducted a comprehensive wage and benefits survey(s) for the purpose of ensuring that the County pay plans/pay structures and benefits possess external equity and labor market competitiveness. In the end, Evergreen developed a maintenance program to address the need for new job analysis/evaluation (including pay grade recommendation), creation of new job description(s), and the continued maintenance of the Pay Classification Plans.



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**Salary and Benefits Study  
City of Bloomington, Indiana**

Evergreen Solutions was retained by the City of Bloomington to conduct a Salary and Benefits Study. Evergreen examined the wages and benefits of the City's employees (including transit) as compared to public and private sector entities in Indiana and surrounding areas to determine whether the City's wages and benefits were competitive in the market.



**Employee Compensation and Classification Study  
Mahoning County, Ohio**

Evergreen Solutions was retained by Mahoning County to conduct an Employee Compensation and Classification Study for all the County's 1,746 employees. Employees participated in focus groups, interviews, and a job analysis was conducted to determine the best classifications for the work performed. Pay ranges were further analyzed in the public and private sector to determine the appropriate pay levels for all included jobs. Evergreen's consultants also reviewed and updated existing job descriptions and determined FLSA designations for each job title/classification. Evergreen designed an implementation strategy for the compensation system with the lowest financial impact on the County's operating budget and with the greatest gain to positions that fell outside of a designated range. In the end, recommendations were made to improve the fairness and equity in the current system.



**Compensation Study  
City of White House, Tennessee**

Evergreen Solutions is retained by the City of White House to conduct a Compensation Study. Evergreen will review Total Compensation (compensation and benefits) for City employees and provide recommendations of possible wage adjustments that will align with the City's compensation philosophy. Evergreen will provide a valid analysis of where the City of White House stands relative to peer municipalities regarding compensation of employees in both base pay and total compensation packages.



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**Classification and Compensation Study Services  
City of Murfreesboro, Tennessee**

Evergreen Solutions was engaged with the City of Murfreesboro to provide Classification and Compensation Study Services. Evergreen conducted a compensation survey by identifying comparable organizations and competitive labor markets for selected position classifications and evaluated the pay structure relative to current labor market conditions to assure the City remains competitive for hiring at various grade levels of employment, including compensation analysis and reporting based on similarly situated employees, similar skills, qualifications, responsibilities, and pay, using job family groupings and EEO job categories that comport with EEOC guidelines for government employers.



**Compensation and Classification Consulting Services  
City of Clarksville, Tennessee**

Evergreen Solutions was engaged with the City of Clarksville to provide Compensation and Classification Consulting Services. Evergreen reviewed the City's current compensation plan and gathered necessary salary data from comparable organizations within a 200-mile radius. Evergreen further evaluated the City's current classification positions, gathered necessary employee information using a combination of job analysis questionnaires as well as supervisor and employee interviews to determine whether individuals are appropriately classified. Evergreen further updated job descriptions and made FLSA determinations.



**Employee Classification and Compensation Study  
Blount County, Tennessee**

Evergreen Solutions was retained by Blount County to conduct an Employee Classification and Compensation Study for its workforce. Evergreen conducted focus groups and interviews with employees and employees completed a Job Assessment Tool (JAT) that identified work performed. Evergreen presented to the Human Resources Director and Mayor any resultant classifications recommended in the classification study and provided for the maintenance of the new structure, including periodic review, reclassification review procedure and promotion guidelines.

For the compensation study, Evergreen identified survey labor market and benchmark classes to use for a market analysis; conducted a comprehensive compensation search utilizing other similar public sector employers; completed internal salary relationship analysis, including the development of appropriate internal relationship guidelines; developed externally competitive and internally equitable salary recommendations for each class included within the study in order to maintain appropriate competitive position in relation to other employers within the region; and assigned a salary range to each classification which reflected the results





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of the market survey and the analysis of internal relationships. Evergreen presented survey results to management to make a decision on overall pay philosophy. In the end, Evergreen recommended appropriate premium pay options to supplement the compensation plan. Examples included options for pay for certifications, professional licenses, special skills, temporary “acting” assignment at higher level duties, “on-call” and “callout” pay, pay alternatives for exempt level workers not normally eligible for overtime, and similar pay practices. **Note:** Evergreen was again hired in 2019 to conduct a Compensation Plan Update.



### **Compensation Study County of Montgomery, Pennsylvania**

Evergreen Solutions was retained by the County of Montgomery to conduct a Compensation Study. The study included an examination of the County’s compensation plan in order to provide recommendations for compensation policies, procedures and practices that provided internal equity and allowed the County to be competitive in the marketplace for attracting and retaining qualified employees

Evergreen recommended and identified a market position for Montgomery County by administering a comprehensive labor market salary survey to select public and private sector peers. Evergreen also conducted a comparative analysis of benefits provided in the market that included PTO, health, dental, vision and prescription, including percentage of contribution between employee and employer, long term disability (LTD), life insurance and pension benefits. Evergreen then recommended appropriate salary ranges (i.e., min, mid, and max) for all non-represented classifications. Evergreen prepared a cost analysis for the recommended salary ranges.



### **Comprehensive Total Compensation Study Cumberland County, Pennsylvania**

Evergreen Solutions was engaged with Cumberland County to conduct a Comprehensive Total Compensation Study. The primary focus for this study was to review internal equity and correct salary compression where it existed, as well as to conduct an external market analysis.



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**Classification and Compensation Study and Analysis  
Town of Bridgewater, Massachusetts**

Evergreen Solutions was retained by the Town of Bridgewater to conduct a Classification and Compensation Study and Analysis. The purpose of study was to address changes in Town operations and staffing over the past several years, which might have affected the type, scope, and level of work being performed and to also address Police and Fire compensation that took into account the various benefits.

The objectives of the study were to: attract and retain qualified employees; ensure positions performing similar work with essentially the same level of complexity, responsibility, authority, and knowledge, skills, and abilities are classified together; provide salaries commensurate with assigned duties; clearly outline promotional opportunities and provide recognizable compensation growth; provide justifiable pay differential between individual classes; and maintain a competitive position with other comparable government entities and private employers within the same general geographic areas.



**Job Classification and Compensation Study  
Town of Wethersfield, Connecticut**

Evergreen Solutions was retained by the Town of Wethersfield to conduct a Job Classification and Compensation Study. The objectives of the study were to conduct a total compensation plan structure which would provide both internal and external equity, establish a classification system that would accurately describe the duties, knowledge, skills, abilities and minimum qualifications required for each job class, determine and implement a program of accurate job descriptions based on job analysis, and develop a maintenance program for job descriptions and classification recommendations.



**Classification and Total Compensation Review  
City of Manchester, New Hampshire**

Evergreen Solutions is retained by the City of Manchester to conduct a Classification and Total Compensation Review. Evergreen will perform the following tasks in order to achieve the City's goals: conduct a job analysis, update, and evaluation; comprehensive wage, benefits, and PTO market survey and comparisons; develop a compensation philosophy and communication plan; revise performance assessment and evaluation system; provide tools and training; and provide recommendations and reports. **Note:** This project is nearing completion.



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## **Classification and Compensation Study Services City of Westminster, Maryland**

Evergreen Solutions was retained by the City of Westminster to provide Classification and Compensation Study Services. The scope of work included the review and updating of the City's current job descriptions as well as providing technical assistance in the development of a comprehensive performance evaluation system to integrate with the new classification system. The primary study objectives for this study was to:

- develop a formal compensation philosophy for adoption by the Mayor and Common Council;
- identify comparable benchmark employers to guide the City's future employee salary and benefit decisions to facilitate the attraction and retention of high-performance staff members, while being financially sustainable;
- establish a comprehensive job classification system using the approved job evaluation system that accommodates the City's needs for an internally and externally equitable, defensible, market sensitive, and easily administered system for all current and future positions within the City;
- train Human Resources staff to apply the adopted compensation philosophy to maintain the adopted classification and compensation system; and
- provide legally defensible classification specifications (ADA, FLSA, and any other applicable federal and state laws).

**Note:** Evergreen was again hired in early 2021 to conduct a Compensation Plan update.



## **Salary and Benefits Review, and Analysis City of Hyattsville, Maryland**

Evergreen Solutions was hired in 2013 by the City of Hyattsville to conduct a Salary and Benefits Review and Analysis of all classifications. The process included a comprehensive review of market compensation averages using a detailed duties-based salary survey approach as well as a comprehensive benefits survey. Market position was determined, a compensation philosophy was developed and strategic positioning recommendations were made with the goal of providing the City a more equitable compensation model. **Note:** Evergreen was again hired in 2016 to conduct a Compensation System Analysis for the City.



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**Classification and Compensation Plan Review  
City of Annapolis, Maryland**

Evergreen Solutions was engaged with the City of Annapolis to conduct a Classification and Compensation Plan Review. The primary objectives of the study were to: review and revise the current classification system; review and revise job descriptions; determine relevant competitive markets by conducting a salary survey of selected peer organizations; propose guidelines for an improved or new compensation program; and provide recommendations to keep the current pay structure competitive.



**Classification and Compensation Study  
Prince George's County, Maryland**

Evergreen Solutions is retained by Prince George's County to conduct a Classification and Compensation Study. Evergreen will perform the following tasks: conduct a job analysis to establish and/or redefine grades, classifications groups, and job relationships; identify benchmark jobs from each grade/classification to survey in the market; determine a relevant job market; conduct a customized market salary survey; perform survey data analysis and recommend appropriate pay structures; provide a cost analysis of all recommendations; and present a final report to the County. Evergreen will also provide recommendations for the ongoing internal administration and maintenance of the proposed compensation and classification plan.



**Compensation Study  
Allegany County, Maryland**

Allegany County contracted with Evergreen Solutions to conduct a Comprehensive Compensation Study and analysis for the Office of the Sheriff. The Office of the Sheriff included the primary functional areas of Road Patrol and Correction Deputies at the county correctional facility. Evergreen understood that the Office of the Sheriff faced competitive pressure from other area law enforcement agencies. To alleviate this pressure, Evergreen designed a salary survey instrument and distributed it to an approved list of local peers. The survey took into account total compensation, including supplemental pay, insurance benefits, retirement, leave, and other tangible benefits. The results of the survey and the subsequently prepared report provided the County with recommendations to improve their competitive position and ability to recruit the best and brightest available persons for these key areas.



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**Wages and Salary Scale Study  
Washington County, Maryland**

Evergreen Solutions was retained by Washington County to conduct a comprehensive study of the County's wages as they related to neighboring jurisdiction's wages and salaries—the purpose of which was to assure adequacy of pay and employee wages when compared to area private and public employees. Evergreen met with each Division Director to gather information regarding pay issues that were unique to their departments. Evergreen conducted a brief review of the method of classifying positions to ensure its adequacy in today's pay and classification environment. Using the current or revised classification system, Evergreen evaluated all positions and placed them in an appropriate "grade". Evergreen recommended a system the County could use in the years to come to evaluate job positions.



**Classification, Compensation, and Benefits Survey  
Kent County Levy Court, Delaware**

Evergreen Solutions was hired by Kent County Levy Court (KCLC) in Dover, Delaware to conduct a Classification, Compensation, and Benefits Study. Evergreen's consultants reviewed all current classification specifications and analyzed, documented, and validated the same for distinguishing characteristics, position definition and purpose, knowledge, skills, abilities, essential job functions, minimum qualifications, education and experience relevance and hierarchal consistency, conformity with ADA language relative to essential job functions (including physical and intellectual requirements), working/environmental conditions, supervision received and exercised, standby/call back responsibilities, and special requirements including licensing, regulatory, and certification requirements.

Evergreen conducted on-site interviews with employees, as well as appropriate supervisor and management personnel, to verify/clarify information received in the questionnaires and to ensure information regarding organizational structure, supervision, essential job duties, and working environment was accurately captured and reflected in the descriptions that were developed. Evergreen recommended updates proposed a new system utilizing a standardized rating system that analyzed each position against multiple evaluation criteria. Evergreen also conducted a market salary and benefits survey of public sector organizations comparable to the County in size, population, economic climate, proximity to major cities, etc. The market survey included the hours worked per week by employees in each position in those comparable communities—in an effort to consider both internal and external equity—and was used to compare base annual salary for each position included in the study by minimum, midpoint, and maximum.

Utilizing the market survey results, comparable job descriptions, and other data collected, Evergreen prepared a recommended compensation



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plan design and salary schedule to correspond to the classification plan and customized to reflect the County's pay progression policy and compensation philosophy. Evergreen recommended the vertical salary relationship and/or differentials between classes in each class series. In the end, Evergreen provided KCLC with a final report that included specific, itemized recommendations, including a discussion of the methods, techniques, and data used to develop the classification and compensation plan and benefits program.



**Classification and Compensation Study  
City of Falls Church, Virginia**

Evergreen Solutions was engaged with the City of Falls Church to conduct a Classification and Compensation Study. Evergreen's consultants evaluated the City's present classification system and compensation structure as it compared to the local and regional job market for comparable public sector employers, municipalities and local market competitors. In addition, Evergreen evaluated all positions to determine the relative worth in the City for internal equity and establish pay ranges and progression within the ranges. Evergreen further conducted an analysis of gender pay equity and provided recommendations to the City.



**Pay and Classification Study  
City of Williamsburg, Virginia**

Evergreen Solutions was retained by the City of Williamsburg to conduct a Pay and Classification Study. Employees participated in focus groups, interviews, and a job analysis was conducted to determine the best classifications for the work performed. In addition, pay ranges were analyzed in the marketplace to determine the appropriate pay levels for all jobs. Recommendations were provided to improve the fairness and equity in the current classification and compensation system.



**Classification and Compensation Study  
City of Fredericksburg, Virginia**

Evergreen Solutions was engaged with the City of Fredericksburg to conduct a Classification and Compensation Study. Evergreen conducted a full job analysis of City positions and revised, if necessary, existing job descriptions based upon the findings of the job analysis. Evergreen also surveyed the local labor market to ensure that the City's overall package of compensation and benefits was competitive and evaluated whether the City's current human resources policies were affecting the City's ability to compete in the labor marketplace. Evergreen assisted the City



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in updating its current classification and compensation plan and developing a strategy to increase employees' pay to a competitive level that aligned with the results of the study. Evergreen provided recommendations to the overall classification and compensation plan that provided internal equity and that was competitive in the marketplace to attract and retain qualified employees.



**Classification and Compensation Study  
County of Culpeper, Virginia**

Culpeper County retained Evergreen Solutions to assist with a comprehensive classification and compensation study of all its employees. The study involved conducting a job analysis through desk audits, interviews, and focus groups. A more detailed analysis was performed on clerical and law enforcement staff. A salary and benefits survey was also issued to peers to assess the County's current market position. Recommendations were made for all employees to address job and compensation changes. **Note:** Evergreen was recently hired to conduct a Classification and Compensation Study.



**Classification and Compensation Study  
Gloucester County, Virginia**

Evergreen Solutions was retained by Gloucester County to conduct a detailed compensation and classification analysis of its non-faculty employees. Employees participated in focus groups, interviews, and job analysis to determine the best classifications for the work performed. Pay ranges and benefits offerings were analyzed in the public and private sector to determine the appropriate pay levels for all included jobs. Recommendations were provided to improve the fairness and equity.



**Compensation Study  
Louisa County, Virginia**

Evergreen Solutions was retained by the Louisa County to conduct a Compensation Study. Evergreen's consultants reviewed the effectiveness of the County's current pay plan as it related to the market competitiveness for attracting and retaining quality employees. Pay ranges as well as benefits were analyzed in the public and private sector to determine the appropriate pay levels for all included jobs. Recommendations were provided to improve the fairness and equity in the current compensation system.



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**Classification and Compensation Study  
Essex County, Virginia**

Evergreen Solutions was hired by Essex County to conduct a Classification and Compensation Study that will allow the County to be competitive in the marketplace in attracting and retaining qualified employees. Evergreen's consultants will perform the following: survey each unique job class to determine a definition of the job class, essential functions, education requirements, experience, knowledge, skills, and abilities, and review and update existing job descriptions, as needed; review the County's current pay practices including overtime pay, awarding compensatory time, half-time pay for emergency services, and all other pay for public safety; prepare a cost analysis for employees in positions that fall below the proposed minimum salaries following reclassification; and recommend appropriate salary range for each existing or proposed position based on the classification plan, the compensation survey results, and internal relationships and equity.



**Classification and Compensation Study (Phase I)  
Loudoun County, Virginia**

Evergreen Solutions was engaged with Loudoun County to conduct a Classification and Compensation Study. Evergreen conducted a comprehensive review and evaluation of the County's compensation philosophy and competitive market and made recommendations to retain, modify and/or change the compensation philosophy and/or competitive market. Evergreen also conducted a comprehensive review and evaluation of policies governing the County's total compensation program (pay and benefits offerings) and classification system; benchmarked the elements of the County's total compensation and classification program against its current competitive market and other potential competitor jurisdictions; and made recommendations to retain, modify and/or change elements of the total compensation and classification program.

Evergreen further conducted a comprehensive review and an evaluation of the County's performance plan system; benchmarked the County's system against the job description systems of its competitive market and other potential competitor jurisdictions; and made recommendations to retain, modify, or change the current system. In the end, Evergreen provided comprehensive recommendations for modifying classification and compensation policies and procedures.



**Classification and Compensation Study (Phase II)  
Loudoun County, Virginia**

Evergreen Solutions was again hired by Loudoun County to conduct a Classification and Compensation Study (Phase II). Evergreen accomplished the objectives of the Phase II of the study by performing the following tasks:





- developed recommendations on a strategy to implement and administer a compensation philosophy range of 95 percent to 105 percent of the comparator market.
- conducted a comprehensive benchmark market analysis of all County jobs.
- developed a new market competitive pay plan to include an open range pay plan for the general workforce and a “grade and step” pay plan for Public Safety positions.
- provided recommendations for any additional pay incentives and supplements that assisted in maintaining competitive pay as described in Loudoun’s compensation philosophy.
- reached out to peers for information relating to pay grades, pay policies, and benefits information.
- developed a new comprehensive classification system that allows for more levels and specificity within and across each job group, to include the development of standardized job descriptions.
- obtained an analysis of pay compression within the County and recommendations for addressing pay compression once a new pay plan was implemented; and
- developed recommendations for revisions to the Board approved classification and compensation policies found in Chapter 5 of the Human Resources Handbook.



### **Classification and Compensation Study Chesterfield County, Virginia**

Evergreen Solutions was on contract with Chesterfield County to conduct a Classification and Compensation Study and Pay Plan Development for Public Safety. The study included an examination of the County’s classification and compensation system in order to make recommendations for compensation policies, practices, and procedures; and develop a Public Safety Pay Plan. Evergreen worked with the County to develop a comprehensive plan for County employees based upon an objective analysis and thorough evaluation of job content and internal equity. Evergreen reviewed current job descriptions, salary relationships, classifications, and grade methodology. Based on this review and a compression analysis, Evergreen recommended pay and classification strategies for the County. Evergreen also identified and recommended pay incentives and supplements for employees and policies and procedures to administer the new Public Safety Pay Plan.

**Note:** Evergreen was again hired in 2021 by Chesterfield County and Chesterfield County Public Schools to conduct a Compensation Study.



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**Pay Equity Analysis Model for Fire and Police  
City of Raleigh, North Carolina**

The City of Raleigh retained Evergreen Solutions to analyze compression in its fire and police pay plans and recommend conversion options for open range pay plans. The study included a comprehensive review of employee placement, promotional practices, and systematic inequities. Evergreen Solutions recommended several alternatives for improving current pay differentials and managing City pay practices in the future. **Note:** Evergreen was also hired in 2020 to review the organizational structure of the Transportation Planning Service Unit. In addition, Evergreen was again hired in the latter part of 2020 to provide compensation and classification plan review and guidance to the City.



**Classification and Compensation Study  
City of Rocky Mount, North Carolina**

Evergreen Solutions was retained by the City of Rocky Mount to conduct a Classification and Compensation Study. Evergreen's consultants conducted a comprehensive salary study of appropriate public and private sector organizations as well as non-profits and utilities to determine whether the City's salaries, benefits and wages were competitive within the appropriate job market and reviewed the effectiveness of the City's overall compensation system. Evergreen further reviewed the City's salary structure and pay plan to ensure the City can support recruitment and retention of employees more effectively and reviewed the accuracy of position titles and descriptions regarding unique characteristics of the position, essential job functions, minimum qualifications, working conditions, licensing requirements, on-call requirements, and supervisory requirements, etc. Evergreen also provided an analysis of the existing internal hierarchy and internal career ladders where appropriate and assisted the city with efforts to more fully develop and clearly outline job progression opportunities and provide recognizable compensation growth. In the end, Evergreen developed and presented final recommendations with an implementation plan that included the impact of implementing recommended adjustments to current salaries both immediately and in the future.



**Compensation and Classification Study  
City of Goldsboro, North Carolina**

Evergreen Solutions was engaged with the City of Goldsboro to conduct a Compensation and Classification Study. Evergreen's consultants evaluated the current compensation and classification systems for the City; conducted a market survey of comparable peer organizations; developed a final report that outlined the methodology used to conduct the compensation and classification study, documented the results of the study, including all market research; and developed recommendations for the administration of the updated compensation and classification systems.



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**Classification and Compensation Study  
City of Hendersonville, North Carolina**

Evergreen Solutions was retained by the City of Hendersonville to conduct a Classification and Compensation Study. The study included the review of the existing classification plan, position descriptions and methods of reclassification, the performance of a salary study and the preparation of pay plan schedules, job descriptions.



**Classification and Compensation Study  
City of Southport, North Carolina**

Evergreen is retained by the City of Southport to conduct a Classification and Compensation Study. Evergreen will review the current organization's environment data, evaluate, and build a projected classification plan, conduct a market salary survey, develop strategic positioning recommendations and recommendations for compensation administration, and provide revised class descriptions and FLSA determinations.



**Pay and Classification Study  
Buncombe County, North Carolina**

Evergreen Solutions was retained by Buncombe County to conduct a Pay and Classification Study. Evergreen Solutions conducted a classification analysis using Evergreen Solutions' Job Assessment Tool job evaluation methodology in addition to a statistical assessment of current conditions. Evergreen Solutions also analyzed local market and benefits data taken from peer organizations to determine the appropriate compensation levels for benchmark positions. Recommendations for adjustments to the compensation and classifications plan were made and procedures for the continued maintenance of the plans were provided. **Note:** Evergreen was again hired in 2023 to conduct a Compensation Plan Update.



**Comprehensive Position Classification and Compensation Study  
Gaston County, North Carolina**

Evergreen Solutions was engaged with Gaston County to conduct a Comprehensive Position Classification and Compensation Study for its employees (1,410 full-time, 46 part-time, and 143 temporary). The primary objective of the study was to implement a fair, consistent, competitive, equitable, and legally defensible classification and compensation system that allowed the County to attract, reward and retain qualified individuals. To accomplish this, Evergreen Solutions' consultants performed a comprehensive review of the County's



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classification and compensation system which included conducting an internal equity analysis of employee salaries.

Evergreen conducted a market analysis in which the County's salary ranges and benefit offerings were compared to the salary ranges and benefit offerings at peer organizations. Evergreen Solutions provided recommendations to create a system that not only aligned with the State of North Carolina's substantially equivalency requirement, but allowed for flexibility so as not to inhibit those departments that were not required to have this alignment.



### **Classification and Compensation Study and Benefits Survey New Hanover County, North Carolina**

Evergreen Solutions was retained by New Hanover County and the New Hanover Alcohol Beverage Control Board to conduct a Classification and Compensation Study for its employees. Evergreen Solutions' consultants conducted an employee classification and compensation study of public and private employers who were providing equitable services and, based on that study and determined if individualized position/job descriptions were needed, and if so, assisted in the development of those descriptions. Evergreen Solutions prepared a comprehensive analysis that identified New Hanover County's competitive position in the labor market and provided a recommendation for total salaries and benefits, including the total compensation package of insurance and other benefits (including paid leave), and prepared recommendations for compensation policies, including variable incentive pay options, to maintain competitiveness, reward employees, and ensure equity.

Select County and ABC Board members were provided the necessary training and materials so that an understanding of the methodology and how to implement, administer, and maintain the recommended total classification and compensation system could be accomplished.

**Note:** Evergreen was again hired in 2022 to conduct an update of the County's Classification and Compensation plans.



### **Compensation, Classification, and Benefits Study Haywood County, North Carolina**

Evergreen Solutions was retained by Haywood County to conduct a Compensation, Classification and Benefits Study. Evergreen's consultants reviewed the County's current pay grades and classification information; conducted salary and benefits surveys of the County's peers; made recommendations to update or restructure the County's pay grades and classification system; and provided revised job descriptions for the updated/restructured classification system.



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**Classification System and Pay Plan Development  
Franklin County, North Carolina**

Evergreen Solutions was retained by Franklin County to conduct a Classification System and Pay Plan Development Study. The Evergreen Team worked with the County to obtain the current classification system and pay plans. After an initial assessment, Evergreen consultants collected data using the Job Assessment Tool© and conducted market salary and benefits surveys to develop recommendations strategic positioning, a new job classification, and compensation and position evaluation system based on analyses of the data gathered.



**Compensation and Classification Study  
Transylvania County, North Carolina**

Evergreen was retained by the Transylvania County to conduct a Compensation and Classification Study. Evergreen evaluated the current compensation and classification plan and identified classification of existing positions. Evergreen identified appropriate benchmarking standards and conducted a total compensation survey with comparable municipalities and private sector employers, when applicable. Survey data was provided to the County in a usable electronic format for analysis for each position. Evergreen conducted a solution analysis and developed strategic positioning recommendations. Evergreen reviewed the total compensation system, identified potential pay compression and/or inequities (both internally and to the market), and provided recommendations.



**Classification, Compensation and Benefits Study (Includes a Staffing Study)  
City of Clemson, South Carolina**

Evergreen Solutions is retained by the City of Clemson to conduct a Classification and Compensation Study and Staffing Study. Evergreen will review the existing classification and compensation plan to ensure that all positions within the City are internally equitable and externally competitive. The objective is to have a creditable Classification and Compensation Plan that ensures positions performing similar work with essentially the same level of complexity, responsibility, and knowledge, skills and abilities are classified together; provides salaries commensurate with assigned duties and provides recognizable compensational growth, provides justifiable pay differential between individual classes and maintains currency with relevant labor markets. The end product of the study will include recommendations for the following: a classification schedule, job descriptions, a wage comparison with comparable cities/towns and a compensation plan.

The staffing study will document and review existing operations of the City through a collection of Key Performance Indicators (KPIs) and other outcome-related data. Evergreen will develop and collect the staffing and



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outcome survey and will analyze peer data to determine the relevant staffing range for each department/function, service, and level. Evergreen will review the results collected and develop recommendations that identify all gaps between the current and desired staffing by level and functional area of the City.



**Classification and Compensation Study  
City of Lancaster, South Carolina**

Evergreen Solutions was retained by City of Lancaster, SC to conduct a detailed compensation and classification analysis of its employees. Employees participated in focus groups, interviews, and job analysis to determine the best classifications for the work performed. In addition, pay ranges were analyzed in the public and private sector to determine the appropriate pay levels for all included jobs. Recommendations were provided to improve the fairness and equity.



**Classification and Compensation Study  
City of Chester, South Carolina**

Evergreen Solutions was engaged by the City of Chester to conduct a comprehensive compensation and classification study for all City employees. The Evergreen Team conducted orientations and focus groups with general employees. Employees completed Job Assessment Tools, and supervisors completed Management Issues Tools, as needed. The data gathered through this process resulted in JAT scores for each job title, placement of each job into an internal hierarchy, and potential recommendations for revision to the current classification structure. Evergreen Solutions also conducted a comprehensive salary survey. The results will be combined with the internal hierarchy to help generate recommendations for a comprehensive compensation and classification structure. The Evergreen Team provided detailed recommendations for implementation of the new structure and related employee salary adjustments.



**Comprehensive Classification, Compensation, Performance Management  
and Benefits Study  
City of Columbia, South Carolina**

Evergreen Solutions was retained by the City of Columbia to conduct a comprehensive evaluation of the City's current compensation and classification structure for its 2,352 employees. The primary objective of the study was to determine whether the City's current pay structure, policies, and practices were effective as compared to peer organizations or whether future adjustments were needed. Evergreen's consultants conducted a job-task analysis/job audit of all employee positions to verify and validate information from existing job descriptions. Based on the data collected, Evergreen defined the essential functions of the job



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class, including, required education, experience, knowledge, skills, and abilities, to ensure compliance with ADA regulations; identified discrepancies between existing and proposed classifications; reported areas that were understaffed or under-utilized; identified management, supervisory, professional, technical and general employees, including each employee's FLSA status (exempt/non-exempt); evaluated and recommended other programs that could be implemented by the City to attract candidates for hard-to-recruit positions; and developed a tool that the City could utilize to evaluate and process future reclassifications. To ensure external equity, Evergreen consultants compared the City to what other local jurisdictions were doing as it related to salary ranges, steps within ranges, and range spread, and listed options and made recommendations that could improve the City's position in the market and its ability to recruit and retain qualified employees. Evergreen reviewed policies and procedures to determine consistency with prevalent practices among City governments and other local jurisdictions related to setting salaries for new hires, and handling transfers, promotions, additional duty pay and retroactive adjustments.

Evergreen also developed and recommended a new and revised performance appraisal instrument(s) that would support the City's mission and strategic objectives and the City's compensation philosophy, and would work in concert with the classification and pay system that was established. Evergreen consultants worked with the Human Resources Department and other City officials to link the proposed performance evaluation system to the pay structure, and identified any real or perceived internal equity and salary compression issues within the City's various departments/offices, and listed options to address such questions as to how these issues were addressed by other municipalities.

In the end, Evergreen provided recommendations to the classification and compensation structure along with associated costs or savings of implementing those recommendations. Evergreen also provided training/education presentations to managers and senior management staff to ensure that there was an understanding and commitment to the new classification and compensation system. **Note:** Evergreen Solutions was again hired in 2022 to conduct a Compensation Study.



### **Compensation and Classification Study City of Mauldin, South Carolina**

The City of Mauldin retained Evergreen Solutions to provide oversight into the data collection process regarding compensation and classification as well as provide recommendations following the collection of the data for the City to transition into a purely merit-based pay system. The purpose of the study was to review the current structure that had not been updated in the last few years utilizing the position rating manual and position analysis questionnaire; review the salary survey methods and results collected from local municipalities and national IMCA data; verify overall grade placement and internal equity for the organization as a whole; ensure external equity with the marketplace; and provide oversight on transition to performance management, merit-pay system.



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As part of the study, Evergreen reviewed the materials provided by the City and gave feedback on best practices and market trends; analyzed internal equity data collected by City and gave feedback to address internal equity; reviewed salary survey data collected by the City for accuracy and provided insight regarding findings; developed the strategic position for the City utilizing collected data and desired intentions of the City; and assisted the City with developing transition plan.



**Classification and Compensation Study  
City of Goose Creek, South Carolina**

Evergreen Solutions was retained by the City of Goose Creek to conduct a Classification and Compensation Study. Evergreen reviewed the current classification system by including a job analysis, assessed job descriptions and made recommendations for changes; provided the tools necessary to maintain the classification system for future positions if a new classification system was recommended; and revised the current Compensation Plan based on the labor market. In the end, Evergreen provided recommendations for the ongoing internal administration and maintenance of the proposed compensation and classification plan.



**Classification and Compensation Study/Wage and Benefits Study  
Town of Mount Pleasant, South Carolina**

Evergreen Solutions was hired in 2011 to assist the Town of Mount Pleasant to assist with a Compensation and Classification Study. The Evergreen Team conducted employee orientation sessions, focus groups, job analysis, market assessment, and provided recommendations. Evergreen was again hired in the later part of 2015 to conduct a Wage and Compensation Study and Benefits Survey. The purpose of the study was to evaluate the Town's present wage and compensation plan, as well as its benefit package against those of comparable municipalities and competitive businesses, analyze and amend job descriptions, and develop a recommendation for improving the Town's current performance evaluation process and the forms used in this process. Attention was paid to private employers that competed for similar, qualified employees in the labor markets comparable to the Town. Evergreen is providing ongoing support with regard to salary classification and creation of job descriptions for new positions as they occur, and reclassification of current positions when requested.





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**Classification and Compensation Study  
Town of Hilton Head Island, South Carolina**

Evergreen Solutions was engaged with the Town of Hilton Head Island to conduct a Classification and Compensation Study for all its employees. The study included the following primary objectives: to conduct a thorough, complete and accurate class specifications/job descriptions for all positions; appropriate valuation of each position relative to other Town positions; and to develop a competitive total rewards package (salary and benefits) relative to similar positions in the market.

Evergreen provided written guidelines for maintaining class specifications/job descriptions, for evaluating/re-evaluating job class specifications/job descriptions and for maintaining model compensation structure (s). Evergreen further recommended pay administration policies to include, but not be limited to, policies regarding movement through ranges, adjustments within pay grades, adjustments for assumption of additional duties (temporary or permanent), reclassifications, promotions, transfers, demotions, career ladders, etc. and recommended reliable external market data sources for salary structure adjustments and determination of merit budget

Upon recommendation to the Town for the implementation of a new classification and compensation program, Evergreen's consultants reviewed current performance management system documentation and provided recommendations to strengthen link between pay and performance as appropriate. In addition, Evergreen recommended future merit allocation approaches, considering changes to classification and compensation program and limited budgets.



**Pay and Classification Study  
Town of Moncks Corner, South Carolina**

Evergreen Solutions was engaged with the Town of Moncks Corner to conduct a Pay and Classification Study for its employees. As part of the study, Evergreen conducted orientation sessions, focus groups, and interviews. Employees completed a Job Assessment Tool (JAT) in order to analyze job duties and revise the current classification structure. A market salary survey was issued to local and regional employers to assess market competitiveness. Based on the findings from the classification and compensation review, a new pay plan as well as policies and procedures were recommended.



**Salary Parity Study / Structural and Compensation Systems Study  
Charleston County, South Carolina**

In 2005-06, Charleston County conducted a Classification and Compensation Review using another consulting firm. Then in 2007, Evergreen Solutions was hired by the County to review the results and verify the recommendations that accompanied the study. The primary issue



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examined by Evergreen was the internal equity relationships present within the County's pay plan. The Evergreen Team administered a job analysis tool to County employees that helped determine job worth and verify internal equity relationships as they relate to compensation. Although the study's primary emphasis was ensuring that internal equity relationships were proper, the study also ensured that employees were paid consistently with the market. Evergreen provided detailed recommendations for adjusting the County's pay and classification structure and developed an implementation plan complete with costing information.

**Note:** Evergreen was again hired in 2012 to conduct a Structural and Compensation Systems Study. The Evergreen Team worked with elected official and employee committee throughout the process. Our phases included employee outreach, best practice research, and consensus building to recommend a 21<sup>st</sup> Century approach to compensation and classification management.



### **Comprehensive Market Analysis Charleston County, South Carolina**

Evergreen Solutions was again retained in 2016 to assist Charleston County with conducting comprehensive market analysis using selected benchmarks. A market survey was conducted to determine the external equity of the County against its peers.



### **Classification and Compensation Study Berkeley County, South Carolina**

Evergreen Solutions was retained by Berkeley County to conduct a Classification and Compensation Study. Evergreen's consultants reviewed the County's current classification and compensation plan and recommended a consistent and competitive market position that the County could maintain based on a salary and benefits survey results from peer organizations. Evergreen recommended an appropriate salary range for each position in the County based on a review and analysis of the classification plan, the compensation survey results, internal relationships, and external and internal equity. Evergreen provided recommendations for the ongoing internal administration and maintenance of the proposed compensation and classification plan.



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**Pay and Classification Study  
Dorchester County, South Carolina**

Evergreen Solutions was retained by Dorchester County Government to conduct a Pay and Classification Study and make recommendations for implementation of a revised pay plan. The study included all employees and classifications in the County. As part of the study, Evergreen conducted focus groups and interviews with employees, and employees completed a Job Assessment Tool (JAT). Evergreen conducted a comprehensive salary survey of local and regional employers to assess the market competitiveness of the County. Finally, a detailed plan was developed to provide the County with specific steps to implement an equitable and competitive compensation and classification plan.

**Note:** Evergreen was again hired in 2020 to conduct a Compensation Plan Update.



**Classification and Compensation Study  
City of Auburn, Alabama**

Evergreen Solutions was retained by the City of Auburn to conduct a Classification and Compensation Study. Evergreen conducted a job analysis to determine internal equity and conducted a salary survey to determine whether the City's salaries were competitive in the market. Evergreen also reviewed and updated job descriptions, as needed.



**Compensation and Benefits Study  
City of Mobile, Alabama**

Evergreen Solutions was retained by the City of Mobile to conduct a Compensation and Benefits Study. Evergreen's consultants surveyed the market to determine the City's market position and competitiveness with its peers as it related to compensation and benefits.



**Compensation and Pay Classification Plan Study  
City of Foley, Alabama**

Evergreen Solutions was retained by the City of Foley to conduct a Compensation and Pay Classification Plan Study. The objectives of the study were to conduct and implement a total compensation plan (including benefits) structure for the City's workforce which would provide both internal and external equity, establish a classification system that accurately describes the duties, knowledge, skills, abilities and minimum qualifications required for each job class, determine and implement a program of accurate job descriptions based on job analysis, and develop a maintenance program for job descriptions and classification recommendations.



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Evergreen conducted a wage and benefit survey among competing jurisdictions as well as public and private organizations to determine competitive wages in the appropriate labor market(s). Using the survey results, Evergreen assigned each job to a pay grade with a view toward achieving proper internal relationships among classes and making salary ranges competitive with relevant markets with due consideration of the financial condition of the City. Evergreen provided estimates of the cost to install and implement the new pay plan and recommended a methodology for implementation.



**Classification and Compensation Study  
Baldwin County, Alabama**

Evergreen Solutions was retained by Baldwin County to conduct a Comprehensive Classification and Compensation Study. Evergreen consultants conducted a job analysis, evaluated and revised job descriptions, conducted a market salary and benefits survey, developed a new pay plan based on the market results and job analysis, and prepared and presented a final report that recommended a new classification and compensation structure for the County.



**Compensation, Pay and Benefits Study  
Lee County Commission, Alabama**

Evergreen Solutions was retained by the Lee County Commission to conduct a Classification, Pay and Benefits Study for approximately 436 employees. To begin this study, Evergreen Solutions conducted a comprehensive, preliminary evaluation of the County's current pay scale and existing classification plan. Evergreen used its unique Job Assessment Tool© (JAT) to identify classifications of positions and perform job analyses, including an evaluation of supervisory comments. Follow-up interviews were conducted, as needed, and classification changes recommended.

Benchmarks and targets were identified for a market salary and benefits survey. Survey data and internal equity (with proper consideration of the financial condition of the jurisdiction), was used to determine proper pay scale, identify highly competitive positions within the County, and to make strategic positioning recommendations. Evergreen Solutions completed the study by conducting a solution analysis, developing and administering an employee appeals process, developing and submitting final reports, and recommendations for compensation administration to ensure that staff could conduct audits/adjustments consistent with study methods until the next formal study is conducted.



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**Classification and Compensation Study  
City of Atlanta, Georgia**

Evergreen Solutions is retained by the City of Atlanta to conduct a Classification and Compensation Study. The primary objectives of the study are to: ensure positions performing similar work with essentially the same level of complexity, responsibility, and knowledge, skills, and abilities are classified together; provide salaries commensurate with assigned duties; outline promotional opportunities and provide recognizable compensation growth; provide justifiable pay differential between individual classes; and maintain a competitive position with other comparable government entities and private employers within similar geographic areas who are providing comparable and equivalent services. **Note:** Evergreen has completed the Compensation Study and is currently working on the Classification Study.



**Compensation and Benefits Study and Analysis  
City of Dahlonega, Georgia**

Evergreen Solutions was engaged with the City of Dahlonega to conduct a comprehensive classification, compensation, and benefit study and analysis of its workforce. Evergreen's consultants evaluated the City's present salary and benefit structure as compared to the relevant job market for comparable positions in both the private and public sectors. Evergreen reviewed all current job descriptions and analyzed the same for knowledge, skills, abilities, education and experience relevance and internal consistency, job definitions and summaries, distinguishing characteristics, supervision received and exercised, conformity with the ADA relative to essential job functions and special requirements, including licensing and certifications. Evergreen also analyzed all existing job family classifications, pay grades and salary ranges, and recommended modifications as necessary as well as analyzed all existing FLSA classifications and recommended modifications, as necessary.



**Classification and Compensation Study  
City of Douglasville, Georgia**

Evergreen Solutions was retained by the City of Douglasville to conduct a Classification and Compensation Study and Analysis of its workforce consisting of 225 full-time employees in approximately 96 job titles.



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Evergreen performed the following tasks:

- Evaluated the City's present salary structure as compared to the relevant job market for comparable positions in both the private and public sectors.
- Reviewed all current job descriptions and analyzed same for knowledge, skills, abilities, education and experience relevance and internal consistency, job definitions and summaries, distinguishing characteristics, supervision received and exercised, conformity with the ADA relative to essential job functions (including physical demands); and special requirements including licensing and certifications.
- Reviewed the City's current Position Classification and Wage Administration Plans and provided recommendations for enhancement and specific guidelines for requests pertaining to the following: creating new positions, salary adjustments and reclassifications, retroactive pay, compensation for additional duties (temporary and permanent assignments) and internal equity adjustments.
- Analyzed all existing job family classifications, pay grades and salary ranges and recommended modifications as necessary.
- Analyzed all existing FLSA classifications and recommended modifications as necessary.
- Identified potential pay compression issues and provided alternative solutions.



### **Compensation Analysis City of Alpharetta, Georgia**

Evergreen Solutions was engaged with the City of Alpharetta to conduct a competitive compensation analysis. The purpose and intent of the study was to compare and contrast the City's current wage and benefit structure and levels with those of key competing employers— both public and private. The analysis was based upon job descriptions and/or duties performed rather than upon job titles in order to ensure accurate comparisons and to consider all aspects of the City's compensation package. At the time of the study, the City of Alpharetta employed 414 full-time and five part-time positions, excluding senior management and elected officials, defined across 132 position descriptions. The base salary ranges for these positions were divided among eight pay grades.

The primary goals of this project were to: determine the City's competitive position within the marketplace in terms of its overall compensation package; determine the relative value and competitive positioning of each compensation/benefit area; and identify any weaknesses within the components of the City's existing compensation package that may negatively impact the organization's ability to attract and retain talented employees.



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**Employee Classification and Compensation Study  
City of Savannah, Georgia**

Evergreen was engaged with the City of Savannah to conduct an Employee Classification and Compensation Study for its workforce of 2,500 employees. Evergreen developed a comprehensive job classification system that accommodated the City's need for a flexible, internally and externally equitable, defensible, market sensitive and easily administered system for all current and future jobs within the City. Evergreen established career paths for occupations, provide clear distinctions in different job levels, established performance standards/job qualifications for all newly created job classifications, produced job descriptions that were legally defensible and are in accordance with ADA and FLSA, assigned classifications to pay ranges designed by the City that were labor market appropriate, and trained Human Resource staff so that they could maintain, enhance, and use the classification system to identify and consistently apply the system to modify an existing position or classification or create a new position or classification scheme.

Evergreen further assisted the City in formulating a formal compensation philosophy and developing a compensation system for all job classifications based upon the adopted compensation philosophy. Evergreen identified comparable benchmark employers to guide the City's future employee salary and benefit decisions in order to facilitate the retention and attraction of high performing staff members, while being financially sustainable.



**Comprehensive Classification and Compensation Study  
City of Garden City, Georgia**

Evergreen Solutions was retained by the City of Garden City to conduct a Comprehensive Classification and Compensation Study for its workforce. The primary objectives of the Classification and Compensation Study were to: attract and retain qualified workers who would be paid equitable salaries; provide fair salaries for all workers of the City; and provide a salary structure that enabled the City to maintain a competitive position with other cities and companies within the same geographic area. To accomplish this, Evergreen: worked with the City's management staff to identify a market position for the City; developed a comprehensive labor market salary survey for the Chatham County area and surrounding municipalities that reflected both cities and private industry; analyzed existing internal hierarchy based on job relationships, identified problem areas within the internal hierarch system, and proposed implementation methods to correct identified problems; reviewed current classification grade methodology, and proposed recommended strategies for the City of Garden City; and developed a pay plan identifying specific parameters (i.e., percent spreads between ranges and within ranges). In the end, Evergreen prepared a cost analysis for positions that fell below the proposed minimum salaries following reclassification and developed recommendations and an instrument for the ongoing internal administration and maintenance of the proposed classification/compensation plan.



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**Comprehensive Classification and Compensation Study  
City of Tybee Island, Georgia**

Evergreen Solutions was retained by the City of Tybee Island to conduct a Comprehensive Compensation and Classification Study. Evergreen's consultants reviewed the City's current compensation plan (salary grade levels and steps) to understand the current challenges of recruiting and retaining employees and identified and recommended a consistent and competitive market position that the City could strive to maintain based on a salary survey of both private and public sector peer organizations. In the end, Evergreen recommended an appropriate salary range for each position in the City based on a review and analysis of the classification plan, the compensation survey results, internal relationships, and external and internal equity.

Evergreen prepared a new salary structure based on results of the salary survey and best practices and developed guidelines to assist the City staff with determining the starting pay for new employees based on knowledge and experience above minimum requirements of the position, how difficult the position is to fill, and market competitiveness. Evergreen further provided recommendations for the ongoing internal administration and maintenance of the proposed compensation and classification plan.



**Salary and Benefits Survey  
City of Roswell, Georgia**

Evergreen Solutions was retained by the City of Roswell to conduct a Salary and Benefits Survey. Evergreen examined wages and benefits of the City's employees as compared to public and private sector entities in Georgia and surrounding areas to determine whether the City's wages and benefits were competitive in the market.



**Compensation Study  
City of Statesboro, Georgia**

Evergreen Solutions was engaged with the City of Statesboro to review and update the City's Classification and Compensation Plan for its 300 employees. The primary goals of this project was to: ensure job descriptions accurately reflect work performed; identify career ladders/promotional opportunities for each classification; determine the City's competitive position within the marketplace; and identify any weaknesses within the components of the City's existing compensation plan that may negatively impact the organization's ability to attract and retain talented employees. Evergreen recommended appropriate salary ranges for existing or proposed positions based on the classification study and the compensation survey results.





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**Classification and Compensation Plan Development  
City of Brookhaven, Georgia**

Evergreen Solutions was engaged with the City of Brookhaven to develop a Classification and Compensation Plan. The primary goals of this project was to: ensure job descriptions accurately reflect work performed; identify career ladders/promotional opportunities for each classification; determine the City's competitive position within the marketplace; determine the relative value and competitive positioning of each compensation area; and identify any weaknesses within the components of the City's existing compensation plan that may negatively impact the organization's ability to attract and retain talented employees. Evergreen recommended appropriate salary ranges for existing or proposed positions based on the classification study and the compensation survey results. Evergreen also recommended a performance management and evaluation program, including a comprehensive evaluation form and rating system for fiscal year 2016 implementation. The evaluation plan included a performance-based component.



**Comprehensive Compensation Review and Update of Classification/Pay System  
Cobb County, Georgia**

Evergreen Solutions was engaged with Cobb County to conduct a Comprehensive Compensation Review and Update of Classification/Pay System. The scope of work included a comprehensive compensation and benefit market survey; job analysis and evaluation; evaluation of internal and external compensation equity; an implementation recommendation and update; and preparation of draft and final reports. Evergreen updated the salary range structure based on the compensation survey results and internal relationships, while minimizing compression, and assuring internal equity and external competitiveness for sworn (full and part-time); non-sworn; and part-time employees. Evergreen further made recommendations regarding a Step Plan for all County graded positions. Evergreen reviewed and updated job descriptions and coordinated an appeal process for employees to appeal through their management and address any concerns as a result of reviewing proposed recommendations.



**Classification and Compensation Study and Analysis  
Columbus Consolidated Government, Georgia**

Evergreen Solutions was engaged with Columbus Consolidated Government to conduct a Classification and Compensation Study and Analysis. Columbus is Georgia's first consolidated city/county government, the second largest city in Georgia and is a recognized leader among its peer cities, and takes pride in its operational efficiency and the excellent quality of life it fosters.



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Evergreen conducted an external market analysis to determine whether the City was competitive with its peers. Evergreen worked with Human Resources and City leadership to review its classification and compensation structure and recommended comparable public and private survey markets. Evergreen considered the compensation and benefits package received by employees with the City as it related to both the external and internal markets. The City's objectives for this study were to: attract and retain qualified employees; ensure positions performing similar work with essentially the same level of complexity, responsibility, and knowledge, skills, and abilities are classified together; provide salaries commensurate with assigned duties; outline promotional opportunities and provide recognizable compensation growth; provide justifiable pay differential between individual classes; and maintain a competitive position with other comparable government entities and private employers within the same geographic areas.



### **Compensation and Benefits Study Forsyth County, Georgia**

Evergreen Solutions was engaged with Forsyth County to conduct a Compensation and Benefits Survey for the various departments/offices of the County. The objective of the survey was to provide Forsyth County Government a competitive position with other comparable government entities and private employers within the same geographic area to attract and retain qualified employees. Evergreen's consultants reviewed the current compensation plan and salary grade levels to understand the current challenges facing the County in recruiting and retaining employees. Evergreen surveyed comparable labor markets competing with the County for labor in the greater metro Atlanta labor market and comparable public organizations. The survey was designed to capture not only base salary information but comprehensive benefits information (inclusive of: deferred compensation; leave plans; employer paid medical, dental, vision, disability insurance, life insurance) to ensure that the County was competitive with other public organizations in the greater metro Atlanta labor market in its total compensation package.

In the end, Evergreen prepared a final report of findings with written recommendations regarding specific classifications, salary market adjustments, and preferred benefit package and recommended any necessary salary range changes for the County's job classifications.



### **Classification and Compensation Study and Analysis Douglas County, Georgia**

Evergreen Solutions was engaged with Douglas County to conduct a Classification and Compensation Study and Analysis. Evergreen evaluated the County's present salary structure as compared to the relevant job market for comparable positions in both the private and public sectors. Evergreen performed the following tasks:



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- reviewed all current job descriptions and analyze same for knowledge, skills, abilities, education and experience relevance and internal consistency, job definitions & summaries, distinguishing characteristics, supervision received and exercised, conformity with the ADA relative to essential job functions (including physical demands); special requirements including licensing and certifications;
  - reviewed the County's current Position Classification and Wage Administration Plans and provided recommendations for enhancement and specific guidelines for requests pertaining to the following: creating new positions, salary adjustments and reclassifications, retroactive pay, compensation for additional duties (temporary and permanent assignments) and internal equity adjustments;
  - analyzed all existing job family classifications, pay grades and salary ranges and recommend modifications as necessary;
  - analyzed all existing FLSA classifications and recommended modifications as necessary;
  - established appropriate benchmarking standards and conducted salary surveys as needed for similar positions with comparable Georgia counties as required;
  - identified potential pay compression issues and provided alternative solutions; and
  - developed applicable classification/reclassification questionnaire.



### **Classification and Compensation Study Lumpkin County, Georgia**

Evergreen Solutions was engaged with Lumpkin County to conduct a comprehensive classification and compensation study of its workforce which assisted the County in updating its current classification plan, revising salary administration guidelines, and developing a strategy to increase employees' pay to a competitive level that would align with the results of the study.

Evergreen provided recommendations to the overall classification, compensation, and performance plan that provided internal equity and would be competitive in the marketplace to attract and retain qualified employees. Evergreen provided options on ways to keep the pay structure current in future years in order to avoid compression and provided the necessary training for the implementation of the new salary schedules and plans. Evergreen provided the County with multiple pay scales for both part- and fulltime employees, including pay scales for employees of the Sheriff's Office and Emergency Services.



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**Human Resource Consulting Services (Compensation Study)  
City of Orlando, Florida**

Evergreen was retained by the City of Orlando to provide human resources consulting services by conducting a compensation study. Evergreen reviewed the City's compensation system, selected targets and benchmarks for market comparison, conducted a market survey, and developed strategic positioning recommendations to keep the City's compensation plan competitive.



**Salary Survey Update  
City of Orlando, Florida**

Evergreen was again retained again by the City of Orlando to conduct a Salary Survey Update for fire positions. Evergreen used the same targets and positions used for the original salary survey conducted in 2016 and collected the following additional information:

- Do they provide a supplement for paramedic or EMT?
- Is an EMT a minimum requirement for firefighters?
- What is their hourly schedule?
- Do they have a step plan?
- Do they move a step and the plan min and max each year?
- What do they do when a fire staff member is maxed out?



**Compensation Consulting  
City of Orlando, Florida**

Evergreen was again retained by the City of Orlando to provide compensation consulting services. Evergreen analyzed the current labor market trends in the Orlando metro area, including the pay increases being offered by Disney between now and 2020; collected information from public entities in the Orlando metro area regarding how they were responding to turnover and talent shortages; examined best practices on implementing wage floors to address local market changes; proposed several alternatives to the City to address local market changes, especially those related to the increase in the minimum wage to \$15 per hour by some private organizations; worked with the City HR staff to model and cost different implementation scenarios; and provided a short summary of the analysis and recommendations.



**Classification and Compensation Study  
City of West Melbourne, Florida**

Evergreen Solutions was retained by the City of West Melbourne to conduct a Classification and Compensation Study. The objectives of the study were to: conduct and implement a total compensation structure to include benefits for the City's workforce to provide



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both internal and external equity; establish a classification system that accurately describes the duties, knowledge, skills, abilities and minimum qualifications required for each job class; revise job descriptions based on the job analysis; and develop a maintenance program for the recommended changes to the classification and compensation plan.

Evergreen conducted a wage and benefit survey among competing jurisdictions as well as public and private organizations to determine competitive wages in the appropriate labor market(s). We also compared the collective bargaining agreement for police to selected peer organizations. Using the survey results, Evergreen assigned each job to a pay grade with a view toward achieving proper internal relationships among classes and making salary ranges competitive with relevant markets with consideration of the budgetary impact to the City. **Note:** Evergreen previously conducted a similar study for the City in 2018.



### **Compensation Study City of Hollywood, Florida**

The City Hollywood retained Evergreen to conduct a compensation study of all non-represented employees (Executive; Managerial; Legal; Technical; and Confidential Administrative Support). A job-task analysis/job audit was conducted to determine whether classifications were correctly placed in the organizational hierarchy and whether individual job positions were classified correctly. Evergreen reviewed job descriptions using the Job Assessment Tool job valuation methodology and conducted a statistical assessment of current conditions to ensure compliance with federal and state laws including proper designation of classifications as "exempt" vs. "non-exempt".

Evergreen conducted a comprehensive survey to ensure that the City of Hollywood's compensation plan was equitable and competitive in its total compensation package relative to internal factors and external markets (The City's goal was to be in the top 25% in salary). Evergreen's consultants reviewed existing salaries to determine proper placement within proposed classifications, and recommend appropriate "equity adjustments" as needed, based upon the results of the salary survey and the recommended pay plan.

Evergreen concluded the study with recommendations designed to alleviate any strains on the current compensation and classification system. Evergreen further recommended procedures, policies, and methods to maintain an on-going Classification & Compensations Plan that was performance based, fair and competitive. In addition, Evergreen's consultants developed policies and procedures for developing and maintaining a career track/progression/retention program and reviewed existing performance appraisal system in order to make recommendations to integrate the performance appraisal system with new Classification & Compensation Plan. **Note:** At the conclusion of the study Evergreen was hired again to conduct a compensation study of all AFSCME employees (i.e., Professional and Supervisory employees).



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**Compensation Study  
City of North Miami Beach, Florida**

Evergreen Solutions was retained by the City of North Miami Beach to conduct a compensation study to include a review of benefits against peer organizations. Evergreen consultants reviewed pay ranges in the public and private sector to determine the appropriate pay levels for all included jobs (up to 60 benchmarks). Recommendations were provided to improve the fairness and equity within the City. Evergreen provided City staff with the necessary training and materials so that an understanding of the methodology—and how to implement, administer, and maintain the recommended compensation system—was accomplished.



**Compensation, Classification, and Performance Management Study  
Manatee County, Florida**

Evergreen Solutions was hired by Manatee County to assist with a county-wide Compensation and Classification Study. At the time of the study, Manatee County was a growing county with a population of over 300,000 located on the southwestern coast of FL between Pinellas and Sarasota Counties. An appointed County Administrator oversaw 16 departments, with approximately 2,900 employees within approximately 600 classifications and 58 pay ranges/grades.

The study included all employees that serve in capacities for the Board of County Commissioners. As part of the review, orientation sessions, focus groups, and interviews were conducted in throughout the county. All employees were asked to complete the Job Assessment Tool (JAT) and job analysis was conducted with the results in order to create a classification plan. A salary survey was issued to local and regional employers to assess competitiveness. Based on the classification and compensation findings, a new pay plan as well as policies and procedures were recommended to the County. Evergreen Solutions helped the County attain their goal of maintaining a sound process providing a classification and pay structure that is fair, equitable, and systematic with a compensation plan comparable with other governmental jurisdictions and the private sector. In addition, Evergreen reviewed the performance management system in place within the County, and provided recommendations for improvement.



**Compensation and Classification Study Services  
Monroe County, Florida**

Evergreen was retained by Monroe County to conduct a Compensation and Classification Study for 265 non-union employees in 178 classifications as well as 124 union employees in 46 classifications who are represented by the Teamsters bargaining unit. Employees participated in focus groups, interviews, and a job analysis to determine the best classifications for the work performed. Evergreen's consultants compared the County's positions to other similar positions within other



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County departments to determine the relative value of each position to every other position in the County. Comparisons were made with regard to the actual work being performed and based on the current job description. In addition, positions were compared to other similar positions in other private and public sector organizations throughout the Florida Keys and South Florida. Characteristics such as size of the organization, geographic proximity, economic and budget characteristics, and other appropriate demographic data were taken into consideration when making comparisons. Evergreen's consultants also analyzed pay ranges in the public and private sector to determine the appropriate pay and benefit levels for all included jobs.

Recommendations were provided to improve fairness and equity of all jobs within the County. Select County staff were provided the necessary training and materials so that an understanding of the methodology and how to implement, administer, and maintain the recommended total classification and compensation system could be accomplished.

**Note:** Evergreen was again retained in 2018 to conduct an update of the County's Classification and Compensation Plan to include fire and rescue.



### **Classification and Compensation Study Alachua County, Florida**

Evergreen Solutions was engaged with Alachua County to conduct a Compensation and Classification Study of jobs under the Board of County Commissioners, the Sheriff, Tax Collector, Property Appraiser, Supervisor of Elections, and the Library District. Specifically, the County desired the following services to be performed by Evergreen:

- develop and administer a job analysis questionnaire for the purpose of having employees state their job duties and qualifications including education, experience, licenses and certificates; working conditions (physical and environmental) and all other pertinent information;
- prepare and present to the Board of County Commissioners a report documenting the results of the job analysis by classification and recommendations concerning a classification structure and pay adjustments;
- allocate each employee with regard to the new classification structure;
- identify benchmark classifications to be used to determine appropriate markets for salary survey purposes, as well as to determine the position of the county with regard to salaries for comparable jobs in appropriate markets;



- administer a salary survey for the purpose of recommending appropriate salaries based on external (market) and internal (equity) considerations;
- recommend a salary structure, including the number of pay grades, and pay ranges;
- recommend salaries for each classification, as well as recommended salaries for each employee;
- provide a classification maintenance plan;
- provide guidelines and procedures for administering the resulting classification plan to include the following: Initial placement in the salary range and means for movement through the range; and
- train HR and departmental staff on the methodology and maintenance of the recommended classification and pay plan.



**Classification and Compensation Study  
Palm Beach County, Florida**

Evergreen Solutions was retained by Palm Beach County to conduct a Classification and Compensation Study in order to update the the County's current classification and compensation structure. Evergreen performed the following tasks:

- conducted a job analysis across the County to ensure job descriptions matched the duties performed by the employee;
- provided an analysis of all positions— assigning an appropriate salary grade to ensure fairness and equity—and included recommendations for all positions that were found to be above or below the assigned salary grade; and
- conducted a market compensation analysis of salaries and wages of like or similar jobs of comparable Florida public organizations with similar position and organizational characteristics.



**Classification and Compensation Study  
Pinellas County, Florida**

Evergreen Solutions was retained by Pinellas County to conduct a comprehensive classification and compensation study that included recommendations and suggestions for an implementation and maintenance process that effectively provided the County with the





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resources and expertise to further enhance its classification and compensation program. A comprehensive job classification and pay study hadn't been conducted since 2004 so the County believed it was important to invest in a study that would look at both internal and external equity.

The objective of the study was to have a credible classification and compensation plan that: allowed positions performing similar work with similar levels of complexity, responsibility, and knowledge, skills and abilities to be classified appropriately; identified salaries for assigned duties; outlined promotional opportunities and possible compensation growth; identified pay differential between individual classifications; and identified relevant labor markets.

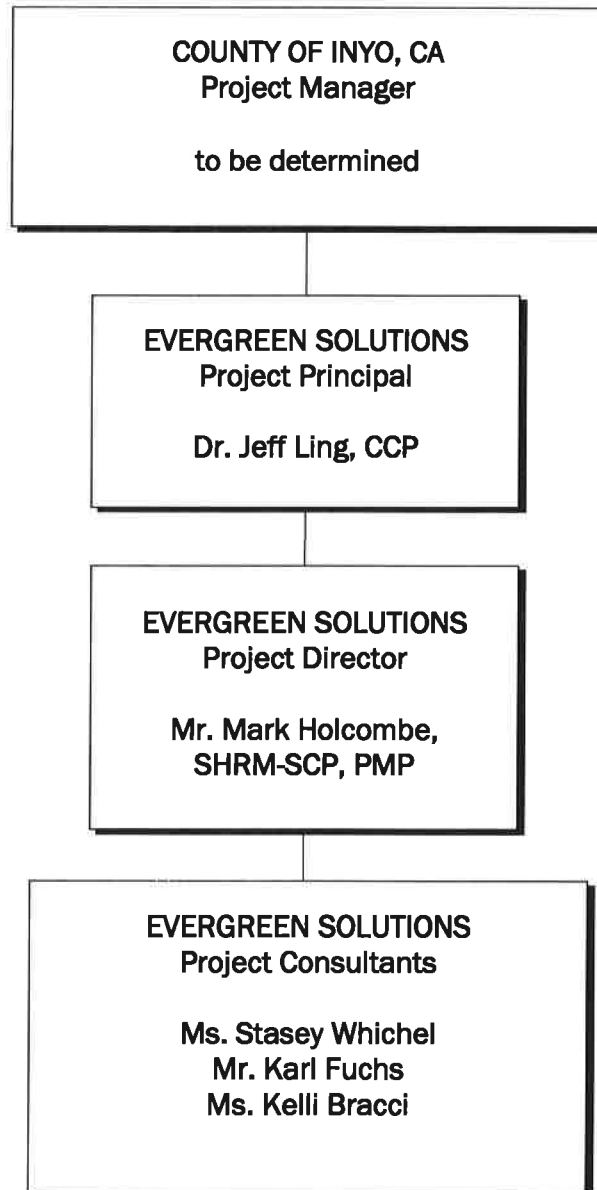


### **2.3 Proposed Project Team**

**Exhibit 2-2** reflects our proposed project management and personnel assignments. The structure has been designed to clearly define the roles and responsibilities of each part of the Classification and Compensation Study so that there will be no confusion as to who is responsible for any aspect of this engagement with the County of Inyo.



**Exhibit 2-2  
Project  
Management and  
Personnel  
Assignments**



**County of Inyo Project Manager.** With each project engagement, we work with the client to identify one specific point of contact to serve as a Project Manager. The County's Project Manager (CPM) will be our reference point throughout the engagement. We will take project direction, leadership, and guidance from the CPM and all project deliverables will be filtered through the CPM throughout the duration of the project.

**Evergreen Solutions' Project Principal.** Our Project Principal will have ultimate accountability for the success of this project. Evergreen Solutions' Project Principal is always a senior leader in our firm, typically the President. The Project Principal will have contractual authority over the contract and will be our top level of project responsibility.



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**Evergreen Solutions' Project Director.** Evergreen Solutions designates a Project Director for each HR consulting project. The Project Director will work with the Project Principal regarding the scheduling of the project with the County. The Project Director will have the most frequent contact with the County and will assign project activities to the Project Consultants and will ensure that deliverables are met within specified timelines.

**Evergreen Solutions' Project Consultants.** Our Project Consultants are a team of consultants who have worked together on numerous projects, and who will provide consulting and analytical work on all project activities. The Project Consultants will review pay plans, conduct orientation sessions and focus groups, administer the Job Assessment Tool (JAT) and Management Issues Tool (MIT), collect the data for the salary survey, review and revise job descriptions, and prepare draft and final reports.

Consultant Team Members must be thoroughly knowledgeable in the portion of the project they are responsible for, as well as have expertise in the issues that are unique to each individual client. Our firm is proposing an exceptional team of consultants who have worked together on many similar projects. We always make sure each project is sufficiently staffed to handle any additional tasks or unforeseen issues that may arise during the course of the study. The combination of our individual knowledge and skills form a superior team who will be able to competently perform all of the pieces of the Classification and Compensation Study for the County of Inyo.

## Key Personnel

The following paragraphs provide summaries of each team member's qualifications and experience related to his/her role in this engagement.

### Project Principal Dr. Jeff Ling, CCP

Dr. Jeff Ling is the President of Evergreen Solutions who has been with the firm since its inception in 2004. He is a Certified Compensation Professional (CCP) who has more than 25 years consulting experience in the following areas: human resources; performance improvement; process analysis; strategic planning; statistical analysis; research methodology; data management; surveys and polling; technology analysis; change management; and risk analysis.

Dr. Ling has planned, organized, and managed studies on human resources assessment, survey analysis, government efficiency, technology planning, information utilization, public opinion, market expansion, and privatization. Each of these studies dealt with summarizing major alternatives for decision makers and providing viable recommendations. He has consulting experience in public sector Evaluation, research management, efficiency analysis, survey analysis, statistical modeling, and technology planning.

Dr. Ling has worked with a multitude of clients in the capacity of Project Principal. He has worked on hundreds of engagements across the nation and includes work in state and local governments, school districts, institutions of higher education, quasi-governmental agencies, and private industry.



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Dr. Ling has been instrumental in creating, reviewing, and evaluating the methodology employed by Evergreen Solutions on all human resource engagements. His background and skill set make him uniquely qualified for assessing organizational critical needs and strategy. He is also an expert in policy development and long-term planning.

A sample of the types of studies Dr. Ling has been involved with includes:

- **Compensation/Classification**- He developed the methodology and techniques for organizations to employ for successful data collection and implementation based on internal and external equity needs. He has been the Project Principal for numerous projects related to classification and/or compensation. **Note: He has served as the Project Principal or Project Director for more than 1,200 public sector projects related to Classification and/or Compensation.**
- **Performance Evaluation** - He has provided the framework for many organizations transitioning into goal-based performance evaluation systems or fully functional merit-based pay structures. He understands the importance of a well stratified, objective based review process and has been instrumental in assisting a number of large organizations transition from traditional systems into merit-based pay structures with minimal transitional costs and interruption.
- **Market Research** - He provided the basis for which market research was collected, analyzed, and review. He ensured that data collection procedures and methods were statistically reliable using his knowledge of statistics and overall market research.
- **Policy Development** - He has a thorough and firm understanding of policy development and has assisted many clients with implementing tailored policies and practices that reflect best practices.

Dr. Ling holds a Doctorate's Degree from Florida State University in Political Science and has taught courses addressing research methodology, statistical analysis, technological innovations, and political economy at various universities.

**Project Director  
Mr. Mark Holcombe,  
SHRM-SCP, PMP**

Mr. Holcombe has more than ten years of management and consulting experience and is recognized as a certified Project Management Professional (PMP) and a SHRM Senior Certified Professional (SHRM-SCP). He has been at Evergreen Solutions nearly seven years, during which time he has promoted through the organization and has led Evergreen's largest local government practice for the past two years. His academic foundation in micro and macroeconomics, combined with his experience leading a business before joining Evergreen, has given him significant experience in leading teams, modeling and controlling costs, and working to provide a product that meets the needs of all stakeholders. This experience has been instrumental in ensuring that his team is able to translate complex and comprehensive data into actionable insights for his clients.



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At Evergreen, Mr. Holcombe's emphasis has been in compensation and classification studies of varying size and scope. He has led projects with cities and counties, colleges and universities, K-12 school districts, transportation organizations, and statewide government organizations. Some of his principal areas of expertise are:

- Refining client compensation and classification systems, ensuring alignment with HR best practices and meeting specific client needs;
- Leading initiatives focusing on market competitiveness for large and complex public sector clients;
- Constructing reports and visuals to share complex findings in an approachable way;
- Crafting complex cost models to facilitate accurate budgetary projections for clients;
- In-depth assessment of market data, synthesizing information from a variety of sources to provide comprehensive compensation insights;
- Redesigning classification systems to modernize and streamline titling conventions for entire organizations or within job families; and
- Conducting reviews centered around gender and racial equity in compensation systems, ensuring their adherence to local, state, and federal laws and regulations.

Because Mr. Holcombe has performance more than 200 HR studies since coming to Evergreen, we include a sample of some of the public sector projects that he has been involved with in the western portion of the country, including: a Compensation Review for Mariposa County, CA; a Classification and Compensation Study for the City of Yucaipa, CA; Classification and Compensation Consultant Services for the City of Hemet, CA; a Job Classification and Total Compensation Study Services for the Consumnes Community Services District, CA; a Classification and Benefits Study for the City of San Rafael, CA; a Classification and Compensation Study and Analysis for the City of Camarillo, CA; a Classification and Compensation Study for the Pleasant Valley Recreation and Park District, CA; a Compensation Study for the Long Beach Management Association, CA; a Compensation Study for the City of Bend, OR; a Compensation Study for the Tri-County Metropolitan Transportation District of Oregon; a Classification and Compensation Study for the Nisqually Indian Tribe, WA; Compensation Consulting Services to Seattle Public Schools, WA; and Compensation Study Services to Skagit Transit, WA; a Classification and Compensation Study for the North Dakota Court System; a Classification and Compensation Study for the City of Albuquerque, NM; a Classification and Compensation Study for the City of Prescott, AZ; a Salary Study and Analysis for the Arizona Supreme Court; a Compensation Study for the City of Flagstaff, AZ; a Classification, Compensation, and Benefits Study for Yavapai County, AZ; a Wage Compensation Study Services for Northern Arizona Intergovernmental Public Transportation Authority, AZ; a Performance Management Study for Northern Arizona Intergovernmental Public Transportation Authority, AZ; an Employee Engagement Survey for the Northern Arizona Intergovernmental Public Transportation Authority, AZ; a Classification and Compensation Study/ Gender Pay Equity Analysis for the City of Santa Fe, NM; a Classification and Compensation Study for the City of Albuquerque, NM; a Compensation Study for Grand County, CO; a Compensation and Classification Study for the City of Coppell, TX; a



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Comprehensive Classification and Compensation Study for the City of Odessa, TX; a Compensation and Classification Study for the City of Seabrook, TX; a Compensation and Classification Study for the City of League City, TX; a Compensation and Classification Study for the City of Texas City; a Compensation and Classification Study for the City of Pearland, TX; a Compensation and Classification Study and Organizational Review of the RSMU Department for Brazos River Authority, TX; Compensation Consultant Services for Dallas Area Rapid Transit, TX; a Classification and Compensation Study for the City of Mont Belvieu, TX; a Comprehensive Classification and Compensation Study for the City of Odessa, TX; a Staffing Study for the City of Pflugerville, TX; a Wage and Compensation Study for Jefferson County, TX; a Classification and Compensation Study for Randall County, TX; a Classification and Compensation Study for the City of Leawood, KS; a Comprehensive Compensation Study for Shawnee County, KS; a Classification and Compensation and Race/Gender Equity Study for the City of Salina, KS; a Classification and Compensation Study for Sedgwick County, KS.

Mr. Holcombe holds a Bachelor Degree in Economics with a concentration in Behavioral Economics and Criminology from Florida State University. He is a certified Project Management Professional (PMP) and holds a SHRM-SCP certification.

**Project Consultant  
Ms. Stasey Whichel**

Ms. Stasey Whichel is a Project Manager with over 25 years of experience in education and government. As a former public sector Deputy Director, she demonstrated experience in policy development, strategic planning, human resource management, budgeting, and risk evaluation.

Ms. Whichel acquired public sector experience in project management, conducted programmatic audits and reviews to ensure compliance with state and federal rules and regulations, developed programmatic operating procedures, drafted internal management policies, and identified areas for efficiencies and improvements. She has also conducted reviews of relevant state and federal legislation and drafted bill analysis and agency comments. She led a team through an organizational realignment to better fit contemporary management needs, leveraged outside funding sources, and trained staff members on state and federal programs. As a member of agency leadership, she collaborated on HR policy reviews, conducted salary compensation studies, and developed recommendations for legislative budget issues. She also participated in the development of multi-faceted, long-term strategies designed to achieve agency and division goals, established metrics, and evaluated programmatic performance. She developed survey tools to measure employee satisfaction and identify staff needs and used findings to inform management decisions and created opportunities to improve staff morale. Her HR experience also includes the development of documents related to job advertisements, position descriptions, objective performance expectations, and performance reviews. She is experienced in applicant selection, on-boarding, identifying training requirements, and mentoring staff.

Ms. Whichel possesses expertise in the following areas: conducting organizational studies, evaluating risk, and reviewing operational procedures; providing guidance for change management; developing workflow and process design; identifying specific training needs; on-boarding new staff;



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conducting classification, compensation, and salary comparison studies; preparing employee surveys and valuations of employee satisfaction; working with leadership to develop or update agency policies, programs, and guidelines; developing Job descriptions and performance management tools; fostering employee communications; and administering contracts, accounting and auditing principles.

A sample of some of the public sector projects that Ms. Whichel has been involved with include: a Classification and Compensation Study for Calaveras County, CA; a Classification and Compensation Study for the City of Boulder City, NV; a Classification and Compensation Study and Staffing Analysis for the City of Harlingen, TX; an Employee Classification and Compensation Study for the City of Hot Springs, AR; a Classification and Compensation Study for Carbon County, PA; a Classification and Compensation Study for the City of Laurel, MD; a Classification and Compensation Study for Prince George's County, MD; a Compensation Study for the Town of Ocean City, MD; a Comprehensive Classification and Compensation Study for Henry County, Henry County Sheriff's Office, Henry County Public Service Authority, and Henry County Public Schools, VA; a Classification and Compensation Study for Isle of Wight County, VA; a Classification and Compensation Study for Goochland County, VA; a Classification and Compensation Study for the Town of Smithfield, VA; Compensation Strategy Review and Classification Study for the Town of Clayton, NC; an Organizational/Staffing Study for the Town of Clayton, NC; a Compensation and Benefits Study for Transylvania County, NC; a Compensation Study for Buncombe County, NC; a Classification and Compensation Study for Pickens County, SC; a Classification and Compensation Study and Staffing Study for the City of Clemson, SC; a Compensation and Benefits Study for the City of Rock Hill, SC; a Personnel Policy Review, Salary Survey and Job Description Review and a Classification Plan Review for the City of Bennettsville, SC; an Employee Compensation and Pay Classification Study for the City of Rock Hill, SC; a Compensation Study for the City of Columbia, SC; a Compensation and Classification Study for the City of Miami Beach FL; a Compensation and Classification Study for St. Lucie County, FL; a Compensation Study for the Town of Jupiter Island, FL; a Classification and Compensation Study for Hardee County, FL; a Compensation Study for Seminole County, FL; a Compensation Study for the City of North Port, FL; Examining Job Descriptions for new Jobs to update Pay Ranges for the Town of Lake Park, FL; a Compensation Study for the City of Bunnell, FL; a Classification and Compensation Study for the Town of Lake Park, FL; a Classification and Compensation Study for the City of Punta Gorda, FL; a Compensation Study for the City of Homestead, FL; a Classification and Compensation Study for the Barefoot Bay Recreation District, FL; a Compensation Study for the Solid Waste Authority of Palm Beach County, FL; a Compensation Study for the North Collier Fire Control and Rescue District, FL; a Classification and Compensation Study for the Monroe County Property Appraiser, FL; a Compensation Study for the Marion County Hospital District, FL; a Classification and Compensation Study for the City of Palm Bay, FL; a Classification and Compensation Study for Charlotte County, FL; a Compensation Study for Orange County, FL; a Compensation Study and Gender Analysis for the Town of Medley, FL; a Classification and Compensation Study for the City of West Melbourne, FL; a Compensation Study for the City of Griffin, GA; a Classification and Compensation Study for Henry County, GA; a Classification and Compensation Study for Habersham County, GA; a Wage Study for Madison County, GA; a Classification and Compensation Study for the City of Northport, AL; a Compensation Study for Shelby County, AL; and a Compensation Study for Daphne Utilities, AL.



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**Project Consultant  
Mr. Karl Fuchs**

Ms. Whichel possesses a Bachelor of Science degree in Biology from The Florida State University.

Mr. Karl Fuchs is a Senior Consultant with Evergreen with over 25 years of experience serving public sector organizations in various aspects of human resources management. His past roles include Human Resources Director and Plans and Operations Analyst. He is also a Retired Marine Corps Veteran. In addition to his regular duties while serving as a Human Resources Director, he successfully implemented creative recruiting and retention strategies which lessened time to hire and lengthened retention, especially in hard to fill positions. He streamlined and updated legacy processes and provided remedies for classification and compensation of non-bargaining unit employees.

Mr. Fuchs was a Plans and Operations Analyst working under DoD contract where he provided subject matter expertise on operational manpower and employment of U. S. Marine forces in the Middle East. He developed staffing requirements for Contingency Plans, multi-national joint exercises, and the deployment and redeployment of forces conducting combat operations. He also supervised staff in various HR roles such as pay management, employee recognition, and official travel.

While Mr. Fuchs was on active duty, he served in various capacities focusing on talent management and development. He also volunteered for assignments as DEI manager. He led and maintained compliance of programs including HRIS, pay/entitlements, promotions, limited duty, workplace investigations, performance management, employee recognition, corporate charge card, official travel, equal opportunity, separations/retirements, personnel accountability, and casualty affairs. Over the course of his career, he participated in training the Moroccan, Jordanian, and Afghan militaries.

A sample of some of the public sector projects that Mr. Fuchs has been involved with include: a Classification and Compensation Study for the City of Yucaipa, CA; Classification and Compensation Consultant Services for the City of Hemet, CA; a Classification and Benefits Study for the City of San Rafael, CA; a Comprehensive Classification and Compensation Study for the Camarillo, CA; a Classification and Compensation Study for the Pleasant Valley Recreation and Park District, CA; a Compensation and Benefits Study for the Long Beach Management Association, CA; ; a Compensation Review for Mariposa County, CA; a Classification and Compensation Study for the Nisqually Indian Tribe, WA; a Compensation Study for Mountain Line, AZ; Employee engagement survey for the Northern Arizona Intergovernmental Public Transportation Authority; a Salary Study and Analysis for the Arizona Supreme Court; a Classification and Compensation Study for the City of Albuquerque, NM; a Classification and Compensation Study/ Gender Pay Equity Analysis for the City of Santa Fe, NM; a Comprehensive Classification, Compensation, and Staffing Analysis Study for the City of Odessa, TX; Compensation Consultant Services for Dallas Area Rapid Transit, TX; a Compensation and Classification Study for the City of Denton, TX; a Compensation and Classification Study for Howard County, MD; a





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Compensation Study for the City of Baltimore, MD; a Staffing Study for Rock Hill Schools, SC; a Classification and Compensation Study for the City of Mauldin, SC; a Classification and Compensation Study for Richland County, SC; a Classification and Compensation Study for the City of Thomasville, GA; a Total Compensation and Classification Study for Cumberland County, PA; a Classification and Compensation Study for the Town of Ft Myers Beach, FL; a Compensation and Classification Study for Jefferson County, FL; a Compensation Study for Sarasota County, FL; a Compensation and Classification Study for the City of Clearwater, FL; and a Classification and Compensation Study for the Broward County Sheriff's Office, FL.

Mr. Fuchs earned his Juris Master from Florida State University, College of Law and Bachelor of Arts in Business Administration specializing in Management from Saint Leo University. He is currently working on a Master's in Public Administration focusing on Local Government Management.

**Project Consultant  
Ms. Kelli Bracci**

Ms. Kelli Bracci, CPM, is a Senior Consultant with Evergreen Solutions. She has a Bachelor's of Science in Education from Georgia Southern University and a Juris Master from Florida State University's College of Law with a concentration in Human Resources and Legal Risk Management. She is a Certified Public Manager (CPM).

Ms. Bracci began her career working in the classroom as a teacher before transitioning to state government. After 11 years with the state, she transitioned to the private sector with Evergreen Solutions, LLC. She is experienced in classification and compensation, employee engagement, relationship management, process improvement, supervisory and leadership development, organizational change management, project coordination, and effective communication. She deeply believes that HR is integral in creating a positive culture in every organization.

Some of the public sector projects that Ms. Bracci has recently been involved with include: a Classification and Benefits Study for the City of San Rafael, CA; a Classification and Compensation Study for Pleasant Valley Recreation and Park District, CA; a Compensation Review for Mariposa County, CA; a Classification and Compensation Study for the City of Yucaipa, CA; Classification and Compensation Consultant Services for the City of Hemet, CA; a Classification, Compensation, and Benefits Study for Yavapai County, AZ; a Compensation Study for the New Mexico Military Institute, NM; a Classification and Compensation Study for the City of Albuquerque, NM; a Classification and Compensation Study/ Gender Pay Equity Analysis for the City of Santa Fe, NM; a Classification and Compensation Study for the Nisqually Indian Tribe, WA; a Compensation and Classification Study for the City of Denton, TX; a Classification and Compensation Study for Hill County, TX; a Classification and Compensation Study and Analysis for Taylor County, TX; a Compensation and Classification Study for the City of Coppell, TX; a Compensation and Classification Study for the City of Denton, TX; a Compensation Study for the City of Galveston, TX; a Classification and Compensation Study and Analysis for Waller County, TX; a Classification and Compensation Study for the City of Beaumont, TX; a Compensation and Classification Study for the Woodlands Township, TX; a Classification and Compensation Study for the City of Kingsville, TX; a Compensation Study for



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the City of Duncanville, TX; a Compensation and Classification Study for the City of Seabrook, TX; a Compensation and Classification Study for the City of League City, TX; a Compensation and Classification Study for the City of DeSoto, TX; a Classification and Compensation Study for the City of Seguin, TX; a Classification and Compensation Study for Randall County, TX; a Classification and Compensation Study for the City of Leawood, KS; a Classification and Compensation and Race/Gender Equity Study for the City of Salina, KS; a Compensation Study for Sedgwick County, KS; a Classification and Compensation Study for the North Dakota Court System, ND; a Classification and Compensation Study for the Town of Strasburg, VA; a Classification and Compensation Study for the City of Falls Church, VA; a Classification and Compensation Study for Mary Baldwin University, VA; a Compensation and Classification Study for Bedford County, VA; a Compensation and Classification Study for Allegany County, MD; a Classification and Compensation Study for Garrett County, MD; a Classification System and Pay Plan Development Study for Franklin County, NC; a Classification and Compensation Study for Jackson County, NC; a Salary and Compensation Comparability Study for Raleigh Housing Authority, NC; a Position Classification and Revision Project for Harnett County, NC; a Classification and Compensation Study for the City of Myrtle Beach, SC; a Compensation Study for the City of Zephyrhills, FL; a Classification and Compensation Study for Jackson County, FL; a Classification and Compensation Study for Indian River State College, FL; a Classification and Compensation Study for St. Petersburg College, FL; a Pay and Classification Study for Jefferson County, FL; a Classification and Compensation Study for the Broward County Sheriff's Office, FL; a Classification and Compensation Study for the City of South Fulton, GA; a Compensation Plan Update for the City of Garden City, GA; a Classification and Compensation Study and Analysis for Columbus Consolidated Government, GA; a Classification and Compensation Study for Barrow County, GA; a Classification and Compensation Study for the City of East Point, GA; a Comprehensive Position Classification and Compensation-Benefits Study and Analysis for the City of Kennesaw, GA; and a Classification and Compensation Study for City of Thomasville, GA.



**Note:** A team of experienced analytical and clerical support staff will contribute to this study, as needed.



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*Section 3.0*  
*References*



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## 3.0 References

As required in the Request for Proposal, we have provided the following three references that we feel demonstrate the breadth and quality of the work our team has recently performed as it relates to the services being requested. We invite you to contact our client references as to the quality and timeliness of our consulting projects. Additional references are available upon request.

### **Classification and Compensation Study Calaveras County, California**

**Contact Information:** Judy Hawkins, Deputy CAO/ Human Resources & Risk Management, 891 Mountain Ranch Road, Building C, San Andreas, California 95249, (209) 754-6303, [JHawkins@co.calaveras.ca.us](mailto:JHawkins@co.calaveras.ca.us)



### **Comprehensive Classification and Compensation Study City of Camarillo, California**

**Contact Information:** Kathy Holman, Human Resources Manager, 601 Carmen Drive, Camarillo, California 93010, (805) 383-5646, [kholman@cityofcamarillo.org](mailto:kholman@cityofcamarillo.org)



### **Compensation Study**

#### **City of Long Beach – Long Beach Management Association, California**

**Contact Information:** Eric Winterset, Superintendent of Maintenance, 2600 Temple Avenue, Long Beach, California 90806, (562) 570-5409, [Eric.Winterset@longbeach.gov](mailto:Eric.Winterset@longbeach.gov)



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*Section 4.0*  
*Cost Proposal*



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## 4.0 Cost Proposal

Evergreen Solutions, LLC is pleased to present our proposed cost to conduct a Classification and Compensation Study for the County of Inyo. We are committed to providing the highest quality consulting services to our client partners for a reasonable fee. Our firm is fortunate that our overhead is minimal and our expenses are reasonable so we can pass that fee savings on to our clients.

Our total, not-to-exceed, fixed cost to complete all tasks identified in our detailed work plan in **Section 1** of our proposal is based on the number of benchmarks used for the Compensation Study (see the three options below). Our cost is all inclusive, and includes travel costs (meals and lodging), transportation, fringe benefits, indirect costs (overhead), clerical support, and all other out-of-pocket expenses. Our cost includes two onsite visits to the County to provide the requested work as most of the work can be completed virtually.

- Option A: 50 positions will be used as benchmarks for the Compensation Study - **\$42,500**
- Option B: 75 positions will be used as benchmarks for the Compensation Study - **\$52,500**
- Option C: 100 positions will be used as benchmarks for the Compensation Study - **\$62,500**

**Note:** Any additional positions added to the Classification Study will cost \$500 per position.

Our preferred method of invoicing is as follows:

- 25% - upon completion of Tasks 1 – 2
- 25% - upon completion of Tasks 3 – 4
- 25% - upon completion of Tasks 5 – 6
- 15% - upon completion of Tasks 7 – 10
- 10% - upon completion of Task 11

**We are willing to negotiate the time, scope, and cost of the basic tasks, or any other options that the County of Inyo wishes to identify.** Evergreen Solutions federal employer identification number is 20-1833438.



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## 4.0 *Cost Proposal (Revised)*

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Our total, not-to-exceed, fixed cost to complete all tasks identified in our detailed work plan in **Section 1** of our proposal is based on the number of benchmarks used for the Compensation Study (see the three options below). Our cost is all inclusive, and includes travel costs (meals and lodging), transportation, fringe benefits, indirect costs (overhead), clerical support, and all other out-of-pocket expenses. Our cost includes two onsite visits to the County to provide the requested work as most of the work can be completed virtually.

- Option A: 50 positions will be used as benchmarks for the Compensation Study - **\$42,500**
- Option B: 75 positions will be used as benchmarks for the Compensation Study - **\$52,500**
- Option C: 100 positions will be used as benchmarks for the Compensation Study - **\$62,500**

**Note:** Our cost to include employees in an additional 176 positions for the Classification Study (i.e., Tasks 3, 4, and 11) would cost an additional **\$45,000**.

Our preferred method of invoicing is as follows:

- 25% - upon completion of Tasks 1 – 2
- 25% - upon completion of Tasks 3 – 4
- 25% - upon completion of Tasks 5 – 6
- 15% - upon completion of Tasks 7 – 10
- 10% - upon completion of Task 11

**We are willing to negotiate the time, scope, and cost of the basic tasks, or any other options that the County of Inyo wishes to identify.** Evergreen Solutions federal employer identification number is 20-1833438.



**AGREEMENT BETWEEN COUNTY OF INYO  
AND EVERGREEN SOLUTIONS, LLC  
FOR THE PROVISION OF CLASSIFICATION AND COMPENSATION CONSULTING SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Classification and Compensation Consulting services of Evergreen Solutions, LLC of Tallahassee, Florida (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 Keri Oney whose title is: Assistant Personnel Director. 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 February 20, 2024 to June 30, 2025 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 Keri Oney whose title is: Assistant Personnel Director. Travel and per diem expenses will be reimbursed in the same amount and to the same extent as County reimburses its permanent status employees for such expenses. County reserves the right to deny reimbursement to Contractor for travel or per diem expenses which are either in excess of the amounts that may be paid to County's permanent status employees, or which are incurred by the Contractor without the prior approval of the County.

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, including travel and per diem expenses, if any, shall not exceed One Hundred Seven Thousand Five Hundred Dollars (\$ 107,500.00) (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, including travel or per diem, 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. Contractor's statement to the County will also include an itemization of any travel or per diem expenses, which have been approved in advance by County, incurred by Contractor during that period. The itemized statement for 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 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.

**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  
Personnel Department  
P.O. Box 249, 224 N. Edwards St. Address  
Independence, CA 9356 City and State

Contractor:

Evergreen Solutions, LLC Name  
2528 Barrington Circle, Unit 201 Address  
Tallahassee, Florida 32308 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 EVERGREEN SOLUTIONS, LLC  
FOR THE PROVISION OF CLASSIFICATION AND COMPENSATION CONSULTING SERVICES**

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

**COUNTY OF INYO**

**CONTRACTOR**

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Type or Print Name

By:  \_\_\_\_\_  
Signature  
Jeffrey Ling  
Type or Print Name

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

Dated: February 14, 2024

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 EVERGREEN SOLUTIONS, LLC  
FOR THE PROVISION OF CLASSIFICATION AND COMPENSATION CONSULTING SERVICES**

**TERM:**

**FROM:** FEBRUARY 20, 2024      **TO:** JUNE 30, 2025

**SCOPE OF WORK:**

As outlined in the attached: 1.2 Detailed Work Plan

With the below exceptions:

Page 1-11 - First paragraph shall read as follows:

The detailed work plan that Evergreen proposes to use to conduct a Classification and Compensation Study for the County of Inyo is provided in this section. Evergreen understands that according to the RFP, the County has approximately 517 employees with 220 unique job titles. The number of employees, however, that will be included in the Classification Study (i.e., Tasks 3, 4, and 11 of our detailed work plan) will include only those employees in up to 204 positions ("competitive set") that are selected by the County. Additional positions may be added by the County at per position cost.

Page 1-13 - Task Activities

3.2 Shall read as follows: Interview supervisors for up to 204 selected positions to obtain relevant information and statistical/anecdotal data on specific compensation issues and policies. Obtain insight into perceived current compensation system strengths and weaknesses.

3.3 shall read as follows: Hold focus groups with a sample of employees in up to 204 positions identified by the County to obtain additional relevant information and statistical/anecdotal data on specific compensation issues and policies.

Page 1-14 - Task Activities

4.1 Shall read as follows: Ensure that up to 204 draft class specifications are provided to Evergreen by the CPM.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND EVERGREEN SOLUTIONS, LLC  
FOR THE PROVISION OF CLASSIFICATION AND COMPENSATION CONSULTING SERVICES**

**TERM:**

**FROM:** FEBRUARY 20, 2024      **TO:** JUNE 30, 2025

**SCHEDULE OF FEES:**

The total, not-to-exceed, fixed cost to complete all tasks identified in our detailed work plan in Section 1 of our proposal is based on the number of benchmarks used for the Compensation Study (see the three options below).

Notwithstanding section 3.b of the Agreement, the fees set forth below are all inclusive, and include travel costs (meals and lodging), transportation, fringe benefits, indirect costs (overhead), clerical support, and all other out-of-pocket expenses. The fees include two on site visits to the County to provide the requested work as most of the work can be completed virtually. Any additionally requested travel costs will be reimbursed pursuant to section 3.b of the Agreement.

- Option A: 50 positions will be used as benchmarks for the Compensation Study - \$42,500
- Option B: 75 positions will be used as benchmarks for the Compensation Study - \$52,500
- Option C: 100 positions will be used as benchmarks for the Compensation Study - \$62,500

The cost to include employees in an additional 176 positions for the Classification Study (i.e., Tasks 3, 4, and 11) would cost an additional \$45,000.

Method of invoicing is as follows:

- 25% - upon completion of Tasks 1 – 2
- 25% - upon completion of Tasks 3 – 4
- 25% - upon completion of Tasks 5 – 6
- 15% - upon completion of Tasks 7 – 10
- 10% - upon completion of Task 11



**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND EVERGREEN SOLUTIONS, LLC  
FOR THE PROVISION OF CLASSIFICATION AND COMPENSATION CONSULTING SERVICES**

**TERM:**

**FROM: FEBRUARY 20, 2024 TO: JUNE 30, 2025**

**SEE ATTACHED INSURANCE PROVISIONS**

## Attachment C: 2023 Insurance Requirements for Certain Professional Services Agreements

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 separately 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. *(Coverage requirement may be waived if Contract scope of work specifies that performance shall be remote.)*
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. *(Provision may be waived if Contractor provides written declaration of the following: (a) Contractor has no employees and agrees to obtain workers' compensation insurance and notify Inyo County if any employee is hired, (b) Contractor agrees to verify proof of coverage for any subcontractor, and (c) Contractor agrees to hold Inyo County harmless and defend Inyo County in the case of claims arising for failure to provide benefits.)*
4. **Professional Liability (Errors & Omissions):** Insurance appropriate to the Contractor's profession, with limit no less than **\$2,000,000** per occurrence or claim, **2,000,000** aggregate.

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:

**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

## **Attachment C: 2023 Insurance Requirements for Certain Professional Services Agreements**

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 \$10,000 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.

***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.

## **Attachment C: 2023 Insurance Requirements for Certain Professional Services Agreements**

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

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

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

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

-end-



# INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

February 20, 2024

Reference ID:  
2024-141

### Copier-Printer Lease Agreement under State Contract between the County and ABM

#### County Administrator - Information Services

ACTION REQUIRED

**ITEM SUBMITTED BY**

Noam Shendar, Chief Information Officer

**ITEM PRESENTED BY**

Noam Shendar, Chief Information Officer

**RECOMMENDED ACTION:**

Approve a new lease agreement with American Business Machines under a pre-negotiated State contract in order to continue the servicing and replacement of copiers and printers throughout County offices at a leasing cost not to exceed \$245,000 per year for a term of 5 years, and authorize the Chief Information Officer to sign said agreement.

**BACKGROUND / SUMMARY / JUSTIFICATION:**

The County is reaching the end of its copier-printer lease agreement with American Business Machines (ABM). The lease agreement includes not only the machines themselves, but also automatic replenishment of consumables such as toner, and technical support using resources residing here in Inyo County.

The proposed renewal takes advantage of a pre-negotiated competitive contract with the State of California, entered via NASPO (the National Association of State Procurement Officials). This way, the County is able to benefit from the State's volume pricing.

An additional advantage of renewing with ABM is that the County already has a custom-developed system that automatically reads the detailed usage of each copier-printer, and bills out each department for its usage, on a page-by-page basis. This ensures both accurate billing and an incentive by each department to use resources responsibly.

The annual total lease cost is \$213,804. This represents an increase of \$5,181/month, due to the increase in the price of copiers, the number of copiers being leased, and the increase in size of some of the copiers being leased. The Board request is for \$245,000 per year, reflecting a 13% contingency for additional devices as required by the departments over the course of the 5-year lease term.

**FISCAL IMPACT:**

<b>Funding Source</b>	General Fund	<b>Budget Unit</b>	011801
<b>Budgeted?</b>	Yes	<b>Object Code</b>	5285

<b>Recurrence</b>	Ongoing Expenditure	
<b>Current Fiscal Year Impact</b>		
<p>Monthly lease cost of \$17,817 (annual cost \$213,804). The previous monthly cost was \$12,636 (annual cost of \$151,632). The difference results from a combination of:</p> <ol style="list-style-type: none"> <li>1. Higher copier prices vs. 5 years ago</li> <li>2. A larger number of copiers in a small number of locations</li> <li>3. Larger/faster models in a small number of locations.</li> </ol>		
<b>Future Fiscal Year Impacts</b>		
<p>At \$213,804 per year, the lease cost for years 2 through 5 (the last 4 years of the lease) is \$855,216. This number may grow gradually as departments require more and/or larger/faster copiers/printers, not to exceed the 13% contingency requested herein (i.e., not to exceed \$245,000 per year).</p>		
<b>Additional Information</b>		

All copier costs associated with a non-general fund budget are billed to reimburse the general fund through internal billings.

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

The Board could decide not to execute this lease agreement. This is not recommended, as American Business Machines (ABM) has been a trusted partner for years and is available to us under a State contract. Further, it would require the County to restart a multi-month effort to identify alternate vendors and proposed contract terms. Moreover, during this time, the County would suffer from not being able to replace the aging machines which are currently being used. In addition, the County would need to develop a new system for billing internal printer and copier use which would be time consuming and take away from other important work.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

1. Canon Master Agreement
2. National Association of State Procurement Officials Schedule A
3. Participating Addendum
4. Copier Fleet Refresh Quote

**APPROVALS:**

Darcy Ellis	Created/Initiated - 2/7/2024
Darcy Ellis	Approved - 2/7/2024
Noam Shendar	Approved - 2/7/2024
John Vallejo	Approved - 2/7/2024
Amy Shepherd	Approved - 2/9/2024
Nate Greenberg	Final Approval - 2/12/2024



# **NASPO ValuePoint Master Agreement Terms and Conditions**

## **For Copiers and Managed Print Services**

A Contract for the NASPO ValuePoint Cooperative Purchasing Program  
Acting by and through the **State of Colorado** (Lead State)

**Department of Personnel & Administration  
State Purchasing & Contracts Office  
1525 Sherman Street, 3<sup>rd</sup> Floor  
Denver, Co 80203**

And

**Canon U.S.A., Inc.  
One Canon Park  
Melville, NY 11747**

**Master Agreement Number: 140595**

## TABLE OF CONTENTS

1. NASPO VALUEPOINT MASTER AGREEMENT OVERVIEW .....	4
1.1. Parties .....	4
1.2. Effective Date .....	4
1.3. Master Agreement Order of Precedence .....	4
1.4. Term of this Master Agreement .....	4
2. DEFINITIONS .....	5
3. NASPO VALUEPOINT PROGRAM PROVISIONS .....	10
3.1. Price and Rate Guarantee Period .....	10
3.2. Participants and Scope .....	11
3.3. Administrative Fees .....	12
3.4. NASPO ValuePoint Summary and Detailed Usage Reports .....	13
3.5. NASPO ValuePoint Cooperative Program Marketing and Performance Review .....	14
3.6. NASPO ValuePoint eMarket Center .....	15
3.7. Right to Publish .....	18
3.8. Individual Customers .....	18
4. STATEMENT OF WORK .....	18
4.1. Overview .....	18
4.2. Authorized Dealers .....	19
4.3. Product Offerings .....	19
4.4. Service Offerings .....	25
4.5. Purchase and Lease Programs .....	33
4.6. Security Requirements .....	38
4.7. Equipment Demonstration Requirements .....	39
4.8. Shipping and Delivery Requirements .....	40
4.9. Equipment Installation Requirements .....	41
4.10. Inspection and Acceptance .....	41
4.11. Warranty Requirements .....	42
4.12. Customer Service .....	44
5. ADMINISTRATION OF ORDERS .....	44
5.1. Ordering and Invoicing Specifications .....	44
5.2. Payment .....	47
6. GENERAL PROVISIONS .....	47
6.1. Insurance .....	47
6.2. Records Administration and Audit .....	48
6.3. Confidentiality, Non-Disclosure, and Injunctive Relief .....	49
6.4. License of Pre-Existing Intellectual Property .....	50
6.5. Public Information .....	50
6.6. Assignment/Subcontracts .....	50
6.7. Changes in Contractor Representation .....	50
6.8. Independent Contractor .....	50



6.9. Force Majeure.....	51
6.10. Defaults and Remedies .....	51
6.11. Waiver of Breach.....	52
6.12. Debarment .....	52
6.13. Indemnification .....	52
6.14. No Waiver of Sovereign Immunity .....	53
6.15. Governing Law and Venue.....	53
6.16. Assignment of Antitrust Rights .....	53
6.17. Contract Provisions for Orders Utilizing Federal Funds .....	53
EXHIBIT A, PRICE LISTS.....	56
EXHIBIT B, SAMPLE D&A CERTIFICATE.....	57
EXHIBIT C, SAMPLE MPS STATEMENT OF WORK .....	58
EXHIBIT D, AUTHORIZED DEALERS BY STATE .....	61
EXHIBIT E, AUTHORIZED DEALER FORM .....	62
EXHIBIT F, NASPO VALUEPOINT DETAILED SALES REPORTING TEMPLATE .....	63
ATTACHMENT A, CANON LEASE AGREEMENT TERMS AND CONDITIONS .....	64
ATTACHMENT B, CANON MAINTENANCE TERMS AND CONDITIONS .....	70
ATTACHMENT C, CANON SAMPLE MPS AGREEMENT TERMS AND CONDITIONS .....	72
ATTACHMENT D, CANON SAMPLE MPS CUSTOMER EXPECTATIONS DOCUMENT.....	75
ATTACHMENT E, DIGITAL PRESS PRODUCTION AND LARGE FORMAT EQUIPMENT MASTER SERVICES AGREEMENT TERMS AND CONDITIONS.....	80
ATTACHMENT F, SAMPLE ECOPY EULA .....	82
ATTACHMENT G, SAMPLE THEREFORE EULA.....	89
ATTACHMENT H, SAMPLE UNIFLOW EULA .....	93

## 1. NASPO VALUEPOINT MASTER AGREEMENT OVERVIEW

### 1.1. Parties

This Master Agreement is entered into by and between the State of Colorado, acting by and through the Department of Personnel & Administration, State Purchasing & Contracts Office (hereinafter called the "Lead State"), and Canon U.S.A., Inc. (hereinafter called "Contractor"), for the procurement of A3 MFD's, A4 MFD's, Production Equipment, Single-function Printers, Large/Wide Format Equipment, Scanners, Software, Supplies, Managed Print Services, and other Products and Services as approved per this Master Agreement, for the benefit of Participating States, Entity's, and Purchasing Entities. The Contractor and the Lead State hereby agree to the following terms and conditions.

### 1.2. Effective Date

This Master Agreement shall not be effective or enforceable until the date on which it is approved and signed (hereinafter called the "Effective Date") by the Colorado State Controller or designee.

### 1.3. Master Agreement Order of Precedence

1.3.1. Any Order placed under this Master Agreement shall incorporate, and shall be governed by the terms and subject to the conditions of, the following documents:

- a) A Participating Entity's Participating Addendum ("PA");
- b) NASPO ValuePoint Master Agreement Terms & Conditions, including all Exhibits;
- c) An Order issued against this Master Agreement;
- d) The Solicitation, RFP-NP-18-001 Copiers and Managed Print Services;
- e) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State; and
- f) Contractor Supplemental Documents, including all Attachments.

1.3.2. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and shall be incorporated into this Master Agreement.

### 1.4. Term of this Master Agreement

1.4.1. **Initial Term-Work Commencement.** The Parties' respective performances under this Master Agreement shall commence on the Effective Date or August 1, 2019, whichever occurs later. This Master Agreement shall terminate on December 31, 2021, unless terminated sooner, as specified in §6.10, **Defaults and Remedies**, or extended further as specified in §1.4.2 below.

1.4.2. **Extension of Agreement.** This Master Agreement may be extended beyond the original Contract period for up to three (3) consecutive one (1) year additional terms, upon the mutual agreement of the Lead State and Contractor, by written Amendment. The total duration of this Master Agreement, including any extensions, shall not exceed five (5) years.

1.4.3. **Amendments.** The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the Lead State.

1.4.4. **Cancellation.** This Master Agreement may be canceled by either party upon sixty (60) days written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (30) days written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending Orders outstanding at the time of

cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, and rights attending any warranty or default in performance in association with any Order. Cancellation of this Master Agreement due to Contractor default may be immediate.

## 2. DEFINITIONS

The following terms shall be construed and interpreted as follows:

<b>Term</b>	<b>Description</b>
<b><i>A3 MFD</i></b>	A Multi-function Device that is designed to handle letter, legal, ledger and some smaller paper sizes, such as postcards and envelopes.
<b><i>A4 MFD</i></b>	A Multi-function Device that is designed to handle letter, legal and some smaller paper sizes, such as postcards and envelopes. Ledger size paper is NOT an option on this Device.
<b><i>Acceptance</i></b>	A written notice from a Purchasing Entity to Contractor advising Contractor that the Product has passed its Acceptance Testing. Acceptance of a Product for which Acceptance Testing is not required shall occur following the completion of delivery, installation, if required, and a reasonable time for inspection of the Product, unless the Purchasing Entity provides a written notice of rejection to Contractor.
<b><i>Acceptance Testing</i></b>	The process set forth in this Master Agreement for ascertaining that the Product meets the standard of performance prior to Acceptance by the Purchasing Entity.
<b><i>Accessory</i></b>	A compatible item that is added to the Base Unit to enhance its capabilities and functions.
<b><i>Authorized Dealer ("Dealer")</i></b>	The Contractor's authorized sales and Service center (also known as a Dealer, Distributor, or Partner) that must be certified by the Contractor to sell the Contractor's Products, and perform machine installation and maintenance on Devices offered by the Contractor. A Purchasing Entity must be able to, at a minimum, visit the sales and Service center to view and test Equipment.
<b><i>Base Unit</i></b>	The copier, printer, Scanner, Large/Wide Format and Production Equipment that includes all standard Accessories and parts, and excludes optional Accessories and/or software.
<b><i>Blended Rate</i></b>	A rate that is derived by taking the b&w and color cost per click rates on one or more Devices and calculating one rate that a customer will be billed for all copies, regardless of Device type and b&w or color output. Allows for simplicity when billing copies run.
<b><i>Bronze Standard</i></b>	Devices that meet less than 50% of the 28 optional EPEAT criteria.
<b><i>Business Day</i></b>	Any day other than Saturday, Sunday or a legal holiday.
<b><i>Buyout to Keep</i></b>	The early termination option on an FMV or \$1 Buyout Lease that involves the acquisition of the Equipment by the Purchasing Entity, and consists of any current and past due amount, plus the remaining stream of Equipment Payments.
<b><i>Buyout to Return</i></b>	The early termination option on an FMV, \$1 Buyout or Straight Lease that involves the return of the Equipment by the Purchasing Entity to Contractor,

	in good working condition (ordinary wear and tear excepted), and consists of any current and past due amounts, plus the remaining stream of Equipment Payments.
<b><i>Ceiling Pricing</i></b>	Pricing that is established as a “not-to-exceed” amount; the maximum price Contractor may charge for Products, Services, and Supplies.
<b><i>Chief Procurement Officer</i></b>	The individual who has the authority to supervise and approve the procurement of all Products and Services needed by the Lead State or a Participating State.
<b><i>Contractor</i></b>	The person or entity delivering Products or performing Services under the terms and conditions set forth in this Master Agreement.
<b><i>Coterminous</i></b>	Two or more leases that end at the same time. The original lease payment is modified to reflect the addition of a new piece of Equipment or Accessory. The original term of the lease is not modified because of a Coterminous addition.
<b><i>Device</i></b>	Also referred to as “Equipment.” The Base Unit, either with or without optional Accessories and/or software.
<b><i>Direct Material</i></b>	Materials that are easily identified, measured, and charged to the cost of production; part of the finished Product. Examples include timber for furniture and leather for shoes.
<b><i>Electronic Product Environmental Assessment Tool (EPEAT)</i></b>	A tool that evaluates and selects Equipment according to a list of preferred environmental attributes. EPEAT registered means Devices meet the 1680.2 IEEE Standard for Environmental Assessment of Imaging Equipment, as amended.
<b><i>EULA</i></b>	End User License Agreement
<b><i>Embedded Software</i></b>	One or more software applications that permanently reside on a computing Device.
<b><i>Energy Star</i></b>	The U.S. Environmental Protection Agency’s standard for energy efficiency.
<b><i>Equipment</i></b>	Also referred to as “Device.” The Base Unit, either with or without optional Accessories and/or software.
<b><i>Equipment Downtime</i></b>	The period of time that a Device is waiting for Service to be completed.
<b><i>Equipment Payment</i></b>	The Equipment portion of the payment, less any Service, Supplies, and maintenance.
<b><i>Equipment Trade-In</i></b>	An agreed upon transaction between the Purchasing Entity and Contractor, in which Contractor takes ownership of Purchasing Entity’s owned Device, often for a discounted amount.
<b><i>Equipment Upgrade or Downgrade</i></b>	A replacement of the Purchasing Entity’s existing lease Equipment, with a different piece of Equipment, of either greater or lesser value. A new lease is then originated for the new piece of Equipment, with the remaining lease payments on the old Equipment wrapped into it. The old lease is closed out, and the Equipment is returned to Contractor.
<b><i>Free on Board (FOB) Destination</i></b>	Contractor is responsible for transportation and handling charges and the sale does not occur until the Products arrive at the Purchasing Entity’s specified location.

<b>Group</b>	The Device classification for the different types of Equipment in this Master Agreement. Groups are determined by the Devices primary functions and/or capabilities.
<b>Independent Contractor</b>	A natural person, business, or corporation that provides Products or Services to another entity under the terms specified in a contract. An employer-employee relationship does not exist.
<b>Initial Lease Term</b>	The length of time (i.e. 12, 18, 24, 36, 48, or 60 months) that a Purchasing Entity enters into a lease agreement.
<b>Intellectual Property</b>	Any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.
<b>Lead State</b>	The State that is centrally administering this Master Agreement.
<b>Lease</b>	<p>Per the Governmental Accounting Standards Board (GASB), a lease is defined as a contract that conveys control of the right to use another entity's nonfinancial asset (the underlying asset) as specified in the contract for a period of time in an exchange or exchange-like transaction.</p> <p>For the purposes of this Master Agreement, a Lease shall contain the following options:</p> <ol style="list-style-type: none"> <li>1. Short-Term Lease: Maximum possible term is 12 months, including any renewal or extension options.</li> <li>2. Straight Lease: A type of agreement in which ownership is not an option and the Total Monthly Payment amount remains firm throughout the Initial Term.</li> <li>3. Fair Market Value Lease (FMV): A lease in which the Purchasing Entity can either 1) Take title to the Equipment at the end of the Initial Lease Term by paying the residual value to Contractor, 2) Enter into a Renewal Term for the Equipment, or 3) Return the Equipment to Contractor at the end of the Initial Lease Term.</li> <li>4. \$1 Buyout Lease: A lease in which title to the Equipment will automatically pass from the Contractor to the Purchasing Entity at the end of the Initial Lease Term, and the Purchasing Entity will not be subject to additional payments in order to assume ownership.</li> </ol>
<b>Legacy Equipment</b>	Equipment that was purchased, leased, or rented under a prior NASPO ValuePoint or WSCA Master Agreement, another program, or via any other means.
<b>Maintenance Agreement</b>	An agreement in which the Contractor provides monthly Service, parts, Supplies, and Preventative Maintenance on purchased or leased Devices.
<b>Managed Print Services (MPS)</b>	The management, Service, and support of the Purchasing Entity's entire enterprise and output infrastructure of printed materials, with the objective of creating a solution that improves the print process and reduces the expense of printed material.
<b>Manufacturer</b>	A company that, as its primary business function, designs, assembles, and owns the trademark/patent and markets a Product. Also referred to as Contractor.
<b>Manufacturer's</b>	The list price or recommended retail price of a Product in which the

<b><i>Suggested Retail Price (MSRP)</i></b>	Manufacturer recommends that the retailer sell the Product.
<b><i>Master Agreement</i></b>	Also referred to as "Contract"; the underlying agreement executed by and between the Lead State, acting on behalf of the NASPO ValuePoint program, and the Contractor, as now or hereafter amended.
<b><i>Multi-function Device (MFD)</i></b>	A Device that incorporates the functionality of multiple Devices into one, such as print, fax, copy and scan. Each feature can work independently of the other.
<b><i>NASPO ValuePoint</i></b>	The NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is a 501(c)(3) limited liability company that is a subsidiary organization of the National Association of State Procurement Officials (NASPO). NASPO ValuePoint is identified in this Master Agreement as the recipient of reports and may perform Contract administration functions relating to collecting and receiving reports as well as other Contract administration functions as assigned by the Lead State.
<b><i>Newly Manufactured</i></b>	Devices that have not been Refurbished, Remanufactured, rented, leased, sold, or used in a demonstration, and are currently being marketed by the Manufacturer.
<b><i>Normal Business Hours</i></b>	8:00 a.m. to 5:00 p.m., Monday through Friday (state holidays excluded), regardless of time zone.
<b><i>Not Specifically Priced (NSP)</i></b>	NSP items are items that enhance or compliment the Contractor's Product, and may be acquired by a Purchasing Entity under Contractor's Master Agreement, but are not listed or priced in Contractor's NASPO ValuePoint Price List. NSP's may include Coin Op equipment, empowering software, etc. NSP items do not include Services.
<b><i>OEM</i></b>	Original Equipment Manufacturer.
<b><i>Order</i></b>	Any type of encumbrance document or commitment voucher, including, but not limited to, a purchase order, contract, MPS statement of work, Maintenance Agreement, lease agreement etc.)
<b><i>Participating Addendum</i></b>	A bilateral agreement executed by a Contractor and a Participating State or Entity incorporating this Master Agreement and any other additional Participating State or Entity specific language or other requirements (e.g. ordering procedures, other terms and conditions).
<b><i>Participating Entity</i></b>	A government entity within a state, or an eligible Non-Profit association, that is properly authorized to enter into a Participating Addendum.
<b><i>Participating State</i></b>	A state, which encompasses all government entities within that state, or the District of Columbia, or one of the territories of the United States, that enters into a Participating Addendum.
<b><i>Power Filter</i></b>	An electronic filter that is placed between an external power line and a Device for removing frequencies or electromagnetic interference.
<b><i>Preventative Maintenance</i></b>	The servicing of a Device for maintaining a satisfactory operating condition by providing systematic inspection, detection, and correction of failures either before they occur or before they develop into major defects.
<b><i>Private Label</i></b>	Products that are manufactured by one company and sold under a retailer's

	brand name.
<b>Product</b>	Devices, Accessories, parts, software, and/or Supplies provided or created by the Contractor pursuant to this Master Agreement.
<b>Production Equipment</b>	A high-speed, high quality printing Device that typically has advanced finishing functionality.
<b>Public Record</b>	All books and Public Records of a governmental entity, the contents of which are not otherwise declared by law to be confidential must be open to inspection by any person and may be fully copied or an abstract or memorandum may be prepared from those public books and Public Records.
<b>Purchasing Entity</b>	A city, county, district, institution of higher education, and some non-profits who issue an Order against this Master Agreement via their Participating State or Entity's Participating Addendum.
<b>Refurbished</b>	A Product that has received extensive maintenance and/or minor repair, including the replacement of all standard parts subject to wear during the normal course of use. Refurbished Equipment shall not have more than 750,000 original copies on it. In addition, Refurbished Equipment must only contain OEM parts. The Manufacturer must certify refurbished Equipment.
<b>Remanufactured</b>	The process of disassembling Devices known to be worn or defective that can be reused or brought up to OEM specification by cleaning, repairing or replacing it in a manufacturing environment and then reassembling and testing it, so that it will operate like a new Device. The Manufacturer must certify remanufactured Equipment.
<b>Renewal Term</b>	A lease term that supersedes the Initial Lease Term, and which a Purchasing Entity may enter into upon thirty (30) days prior written notice to Contractor. Each Renewal Term shall not exceed 12 months, the residual value of the Equipment, or the Useful Life of the Equipment. \$1 Buyout Leases are excluded from going into renewal.
<b>Resell</b>	Any payment in exchange for transfer of tangible Products, or assignment of the right to Services.
<b>Response Time</b>	The time from when the original Service Call is placed with the Contractor or Authorized Dealer, to when the Service technician arrives at the Purchasing Entity's location.
<b>Scanner</b>	A Device that scans documents and converts them into digital data.
<b>Segment</b>	The various speeds that Devices are categorized by.
<b>Service Base Location</b>	The place of business where the Contractor or Authorized Dealer stores parts and provides training for service technicians.
<b>Service Call</b>	An on-site Service technician visit due to Device error or malfunction.
<b>Services</b>	The labor required to be performed by Contractor pursuant to this Master Agreement or an Order.
<b>Single-function Printer</b>	An inkjet or laser Device that only prints and is not capable of other functions such as copying, faxing or scanning.
<b>Solicitation</b>	A written offer or attempt to purchase Products and/or Services through an official Proposal, Evaluation, and Award process.

<b><i>Supplies</i></b>	<u>Consumable</u> items that gets used up or are discarded once used, such as ink cartridges.
<b><i>Third Party</i></b>	Someone who may be indirectly involved but is not a principal party to an arrangement, contract, deal, lawsuit or transaction.
<b><i>Total Monthly Payment</i></b>	The Equipment portion of the payment, as well as any Service, Supplies or maintenance, and less any applicable taxes.
<b><i>Useful Life</i></b>	Period during which a Device is expected to be usable for the purpose in which it was manufactured.

### 3. NASPO VALUEPOINT PROGRAM PROVISIONS

#### 3.1. Price and Rate Guarantee Period

- 3.1.1. The Price List(s) in **Exhibit A (Price Lists)**, identifies a complete listing of all Products and Services the Contractor can provide under this Master Agreement, with the exception of NSP items.
- 3.1.2. MSRP/List Price discount percentages must be guaranteed throughout the term of this Master Agreement, including any renewal terms; however, Contractor may increase its discount percentage at any time. The Lead State must be notified of any such discount percentage increase, and provided with a copy of the new Group Price List(s).
- 3.1.3. MSRP/List Price shall remain firm during the first twelve (12) months of the Master Agreement. After this period, Awarded Vendors may update their MSRP/List Price on a quarterly basis, according to the following guidelines:
- a) All requested price increases must include documentation from Direct Material suppliers detailing cost escalations, and Awarded Vendors must describe how those escalations impact current Product offerings.
  - b) With the exception of Direct Material cost increases, no price increase requests will be allowed.
  - c) Updated Price Lists must be submitted to the Lead State by the 1st day of each quarter.
  - d) Pricing will not go into effect unless, or until, it is approved by the Lead State.
- 3.1.4. The Master Agreement pricing IS Ceiling Pricing. Contractor may offer lower pricing on a per Order basis to Purchasing Entity's; likewise, Purchasing Entity's may request lower pricing on a per Order basis from Contractor.
- 3.1.5. Contractor may offer state-wide promotional discounts, customer location specific discounts, bulk discounts, or spot discounts. Contractor must notify the Participating State or Entity Contract Administrator of special state-wide promotional discounts.
- 3.1.6. Any revisions to Product offerings (new Products, altered item or model numbers, etc.) must be pre-approved by the Lead State, and will be allowed once per month.
- 3.1.7. Product updates are required by the 1st of the month and shall go into effect upon approval by the Lead State.
- 3.1.8. Any Product additions must be updated with Buyer's Lab within ninety (90) days of submission to the Lead State. Failure to adhere to this requirement will result in the Product(s) being removed from the Master Agreement Price List(s) until such time as they can be verified on Buyer's Lab.



- 3.1.9.** Updates to lease rates must be submitted by the 1st day of each quarter.
- 3.1.10.** Price Lists received after the 1st of the month may not be approved for up to thirty (30) days following submission. In addition, errors in the Contractor's Price Lists may delay the approval process further.
- 3.1.11.** All approved Price Lists will be submitted by the Lead State to NASPO ValuePoint. Contractor shall then update all applicable websites with the new Price Lists after the NASPO ValuePoint website has been updated.
- 3.1.12.** All-inclusive Cost Per Copy (CPC) programs may be offered upon request by the Participating State or Entity, but pricing must not exceed Master Agreement pricing. Contractor must provide the Participating State or Entity with their pricing breakdown that enables the Participating State or Entity to easily compare the pricing in the CPC structure against the pricing in this Master Agreement.
- 3.1.13.** Pricing must include all shipping, delivery, and installation costs associated with the Products. Excess installation charges however, may be billable. Refer to §4.9.5 for more information.

## **3.2. Participants and Scope**

- 3.2.1.** Contractor may not deliver Products or perform Services under this Master Agreement until a Participating Addendum acceptable to the Participating State or Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating State or Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating State or Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. Order) used by the Purchasing Entity to place the Order.
- 3.2.2.** Use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating States or Entities authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Officer. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Officer.
- 3.2.3.** Obligations under this Master Agreement are limited to those Participating States and Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. Financial obligations of Participating States and Entities are limited to the Orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Contractor shall email a fully executed PDF copy of each Participating Addendum to [PA@naspovaluepoint.org](mailto:PA@naspovaluepoint.org) to support documentation of participation and posting in appropriate databases.
- 3.2.4.** Participating States and Entities may, through a Participating Addendum, limit:
  - a) Available financial vehicles;
  - b) Device Groups, Segments, Products, Services (including MPS); and
  - c) Any additional items as deemed necessary by the Participating State or Entity.

- 3.2.5.** A Participating State or Entity must sign a new Participating Addendum with Contractor, regardless of whether Contractor has signed Participating Addenda under a prior Master Agreement(s).
- 3.2.6.** NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is not a party to this Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO ValuePoint cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.
- 3.2.7.** Participating Addenda shall not be construed to amend the following provisions in this Master Agreement between the Lead State and Contractor, and any such language shall be void and of no effect:
- a) Term of this Master Agreement;
  - b) Amendments;
  - c) Participants and Scope;
  - d) Administrative Fee;
  - e) NASPO ValuePoint Summary and Detailed Usage Reports;
  - f) NASPO ValuePoint Cooperative Program Marketing and Performance Review;
  - g) NASPO ValuePoint eMarket Center;
  - h) Right to Publish;
  - i) Price and Rate Guarantee Period; and
  - j) Individual customers.
- 3.2.8.** Participating Entities who are not states, may under some circumstances sign their own Participating Addendum, subject to the approval of participation by the Chief Procurement Officer of the state where the Participating Entity is located. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.
- 3.2.9.** Purchasing Entities may not Resell Products. This limitation does not prohibit the following; however, any sale or transfer must be consistent with license rights granted for use of Intellectual Property:
- a) Payments by employees of a Purchasing Entity for Products;
  - b) Sales of Products to the general public as surplus property; and
  - c) Fees associated with inventory transactions with other governmental or non-profit entities, and consistent with a Purchasing Entity's laws and regulations.

**3.3. Administrative Fees**

- 3.3.1.** The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter.
- 3.3.2.** The NASPO ValuePoint Administrative Fee is not negotiable.

- 3.3.3. The Contractor shall report on all actual Equipment sales, and on estimated Service and Supply sales. This method will no longer require the Contractor to capture the actual Service and Supply revenues that are billed to the customer each month.
- 3.3.4. Industry research has shown close to a 1:1 ratio between sales price on a piece of Equipment and the actual amount of Service and Supply costs required to operate that Equipment over its Useful Life. Therefore, to simplify the reporting process and remove the burden to capture the actual Service and Supply costs, the Contractor shall report as follows:
- a) **Purchased Equipment:** Contractor shall report the actual amount invoiced (less any taxes) for all Equipment sold under the reporting period (calendar quarter). In addition, the Contractor shall report an additional amount equal to the invoice amount and identified as “Estimated Service and Supplies” providing the customer elects to enter into a Maintenance Agreement. Thus, in the Contractor’s Detailed Sales Report, for each item sold, there will be two-line items: one for the piece of Equipment, and one for the Estimated Service and Supplies. The amounts reflected for the Estimated Service and Supplies, if applicable, must be equal to the amount of the Equipment.
  - b) **Leased Equipment:** Contractor shall report sales according to the Purchased Equipment methodology described in 3.3.4(a), or they may report the actual amount invoiced (less any taxes) for the lease during the reporting period (calendar quarter). In addition, the Contractor shall report an additional amount equal to the invoice amount and identified as “Estimated Service and Supplies.” Thus, in the Contractor’s Detailed Sales Report, for each item leased, there will be two-line items: one for the invoice amount to the customer for the Equipment, and one for the Estimated Service and Supplies.
- 3.3.5. Some Participating States may require a fee be paid directly to the Participating State on sales made by Purchasing Entities within that state. For all such requests, the fee level, payment method, and schedule for such reports and payments will be incorporated into the Participating Addendum. The Contractor may adjust this Master Agreement pricing accordingly for sales made by Purchasing Entities within the jurisdiction of the Participating State requesting the additional fee.

### 3.4. NASPO ValuePoint Summary and Detailed Usage Reports

The Contractor shall provide the following NASPO ValuePoint reports:

- 3.4.1. **Summary Sales Data.** The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any/all sales made under the Contract shall be reported as cumulative totals by state, which are inclusive of all line items identified in the Detailed Sales Report. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).
- 3.4.2. **Detailed Sales Report.** Contractor shall also report detailed sales data by:
- a) State;
  - b) Customer Type (e.g. local government, higher education, K-12, non-profit);
  - c) Customer bill-to name and address;
  - d) Contractor or Authorized Dealer Order number;
  - e) Customer purchase order number;
  - f) Customer number;
  - g) Order type (e.g. sales Order, credit, return, upgrade);
  - h) Purchase order date;

- i) Ship date;
- j) Invoice date and number;
- k) Product number and description
- l) List Price/MSRP;
- m) Contract Price;
- n) Quantity;
- o) Total Price;
- p) NASPO ValuePoint Admin Fee amount; and
- q) Dealer.

**3.4.3.** Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-ROM or flash drive. Detailed sales reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is shown in **Exhibit F (NASPO ValuePoint Detailed Sales Reporting Template)**.

**3.4.4.** Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, social security numbers or any other numerical identifier, may be submitted with any report.

**3.4.5.** Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with, and any PA roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.

**3.4.6.** Timely submission of these reports is a material requirement of this Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

**3.5. NASPO ValuePoint Cooperative Program Marketing and Performance Review**

**3.5.1.** Contractor agrees to work cooperatively with NASPO ValuePoint personnel to ensure that Contractor's personnel will be educated regarding the provisions of this Master Agreement, as well as the competitive nature of NASPO ValuePoint procurements, the Participating Addendum process, and the manner in which Participating Entities can utilize this Master Agreement.

**3.5.2.** Contractor agrees, as Participating Addenda are executed, and if requested by NASPO ValuePoint personnel, to provide plans to launch this Master Agreement program within the Participating State. Plans will include timeframes to implement this Master Agreement and Participating Addendum, as well as confirmation that the Contractor's website has been updated to properly reflect the contract offer as available in the Participating State.

**3.5.3.** Contractor agrees, absent anything to the contrary outlined in a Participating Addendum, to consider customer proposed terms and conditions, as deemed important to the customer, for

possible inclusion into the Participating Addendum. Contractor shall ensure that their sales force is aware of this contracting option.

- 3.5.4. Contractor agrees to fairly, actively, and equally promote and advertise their NASPO ValuePoint Master Agreement at all trade shows and Dealer meetings whereby Contractor displays or refers to their government contract award offerings.
- 3.5.5. Contractor agrees, within 30 days of this Master Agreement effective date, to notify the Lead State and NASPO ValuePoint of any contractual most-favored customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreement, or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this Master Agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.
- 3.5.6. Contractor agrees to participate in person at an annual performance review, which may include a discussion of marketing action plans, target strategies, marketing materials, reporting, and timeliness of administration fee payments. The Lead State and NASPO ValuePoint shall determine the location of the performance review.
- 3.5.7. Contractor agrees that Contractor may not use the NASPO ValuePoint logos in sales and marketing materials until a logo-use agreement is executed with NASPO ValuePoint.
- 3.5.8. The Lead State shall evaluate the utilization of this Master Agreement at the annual performance review. The Lead State may, in its discretion, cancel this Master Agreement pursuant to §1.4, or not exercise an option to renew, when Contractor utilization does not warrant further administration of this Master Agreement. The Lead State may exercise its right to not renew this Master Agreement if Contractor fails to record or report revenue for three consecutive quarters, upon a 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than two (2) years after execution of this Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel this Master Agreement pursuant to §1.4.4 or to terminate for default pursuant to §6.10.

### **3.6. NASPO ValuePoint eMarket Center**

- 3.6.1. In July 2011, NASPO ValuePoint entered into a multi-year agreement with SciQuest, Inc. (doing business as JAGGAER) whereby JAGGAER will provide certain electronic catalog hosting and management services to enable eligible NASPO ValuePoint customers to access a central online website to view and/or shop the Products and Services available from existing NASPO ValuePoint Cooperative Contracts. The central online website is referred to as the NASPO ValuePoint eMarket Center.
- 3.6.2. The Contractor shall have visibility in the eMarket Center through one of the following no-cost options:
  - a) **Ordering Instructions**
    - i. The Contractor shall provide a link to their website, their Price list, their Dealer list, and any additional information they would like the customer to have in regards to placing Orders.
    - ii. Upon receipt of written request from the eMarket Center Site Administrator, the Contractor shall have thirty (30) days to provide NASPO ValuePoint with the Ordering Instructions.
  - b) **Hosted Catalog**
    - i. The Contractor shall provide a list of its awarded Products and Services pricing via an electronic data file, in a format acceptable to JAGGAER.

- ii. In order to maintain the most up-to-date version of its Product offerings, the Contractor must submit electronic data to the eMarket Center no more than four (4) times per calendar year.
  - iii. Upon receipt of written request from the eMarket Center Site Administrator, the Contractor shall have fifteen (15) days to set up an enablement schedule with NASPO ValuePoint and JAGGAER. The schedule shall include future calls and milestone timeframes related to testing and go-live dates.
  - iv. The Contractor shall have ninety (90) days from the receipt of written request, to provide the Hosted Catalog to NASPO ValuePoint.
  - v. The Hosted Catalog must be strictly limited to the awarded Products and Services, and must contain the most current approved pricing, including applicable quantity discounts.
  - vi. The catalog must include a Lead State Contract identification number and detailed Product line item descriptions.
  - vii. The catalog must include any additional NASPO ValuePoint and Participating Addendum requirements. Although Suppliers in the SQSN normally submit one (1) catalog, it is possible to have multiple catalogs applicable to different NASPO ValuePoint Participating State or Entities if for example, the Participating State or Entity has incorporated an Administrative Fee into the Contract pricing, or a Participating State or Entity has determined that they will not allow all awarded Products and Services under their Participating Addendum. SciQuest will deliver the appropriate contract files to the user viewing the catalog.
- c) Punch-Out Catalog**
- i. The Contractor shall provide its own online catalog, which must be capable of being integrated with the eMarket Center via Commerce eXtensible Markup Language (cXML).
  - ii. The Contractor shall validate that its online catalog is current by providing a written update to the Lead State every four (4) months, verifying that they have audited the offered Products and Services pricing.
  - iii. The Contractor shall have ninety (90) days from the receipt of the written request, to deliver the Punch-Out Catalog to NASPO ValuePoint.
  - iv. The Punch-Out Catalog must be strictly limited to the awarded Products and Services, and must contain the most current approved pricing, including applicable quantity discounts.
  - v. The catalog must include a Lead State Contract identification number and detailed Product line item descriptions.
  - vi. The site must also return detailed UNSPSC codes for each line item.
  - vii. Contractor shall provide e-Quote functionality to facilitate volume discounts.
  - viii. The catalog must include any additional NASPO ValuePoint and Participating Addendum requirements. It is possible to have multiple catalogs applicable to different NASPO ValuePoint Participating State or Entities if for example, the Participating State or Entity has incorporated an Administrative Fee into the Contract pricing, or a Participating State or Entity has determined that they will not allow all awarded Products and Services under

their Participating Addendum. JAGGAER will deliver the appropriate contract files to the user viewing the catalog.

**3.6.3. Revising Pricing and Products**

- a) Any revisions to Product offerings (new Products, altered SKU's, etc.) must be pre-approved by the Lead State, and will be allowed once per month.
- b) Updated Product files are required by the 1<sup>st</sup> of the month and shall go into effect upon approval by the Lead State.
  - i. Files received after the 1st of the month may not be approved for up to thirty (30) days following submission.
  - ii. Errors in the Contractor's submitted files may delay the approval process.

**3.6.4. Supplier Network Requirements for Hosted and Punch-Out Catalogs**

- a) Contractor shall join the JAGGAER Supplier Network (SQSN) and shall use the JAGGAER's Supplier Portal to import the Contractor's catalog and pricing files into the JAGGAER system.
- b) Contractor can receive Orders through electronic delivery (cXML) or through low-tech options such as fax.
- c) More information about the SQSN can be found at [www.sciquest.com](http://www.sciquest.com), or by contacting the JAGGAER Supplier Network Services team at 800-233-1121.

**3.6.5. Order Acceptance Requirements for Hosted and Punch-Out Catalogs**

- a) Contractor must be able to accept Orders via fax or cXML.
- b) The Contractor shall provide confirmation via phone or email within 24 hours of Order receipt.
- c) If the Order is received after 3pm (EST) on the day prior to a weekend or holiday, the Contractor must provide confirmation via phone or email on the next business day.

**3.6.6. UNSPSC Requirements**

- a) Contractor shall support use of the United National Standard Product and Services Code (UNSPSC). UNSPSC versions that Contractors must adhere to are provided by JAGGAER and upgraded each year.
- b) NASPO ValuePoint reserves the right to migrate to future versions of the UNSPSC, and Contractor shall be required to support the migration effort.
- c) All line items for Products and Services provided under this Master Agreement must be associated to a UNSPSC code.
- d) All line items must be identified at the most detailed UNSPSC level, indicated by segment, family, class, and commodity.

**3.6.7. Applicability.** Contractor agrees that NASPO ValuePoint controls which contracts appear in the eMarket Center, and that NASPO ValuePoint may elect at any time to remove any Contractor offerings from the eMarket Center.

**3.6.8.** Several NASPO ValuePoint Participating States and Entities currently maintain separate JAGGAER eMarket Place accounts. In the event that one of these Participating States or Entities elects to use this NASPO ValuePoint Master Agreement (available through the eMarket Center),

but publish the information to their own eMarket Place, the Contractor agrees to work in good faith with the entity and NASPO ValuePoint, and agrees to take commercially reasonable efforts to implement such separate JAGGAER catalogs.

### **3.7. Right to Publish**

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State, prior approval for the release of any information, including any written correspondence, which pertains to the potential work or activities covered by this Master Agreement. The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the Products and Services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of this Master Agreement for cause.

### **3.8. Individual Customers**

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of this Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in this Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in this Master Agreement and applicable Participating Addendum. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

## **4. STATEMENT OF WORK**

### **4.1. Overview**

- 4.1.1.** Contractor guarantees a continuing supply and consistent quality of Equipment, Accessories, software, Supplies, and Services offered.
- 4.1.2.** Contractor may not provide Products that have not been approved by the Lead State, with the exception of NSP items, as referenced in §4.3.9.
- 4.1.3.** Contractor shall maintain compliance with all requirements of this Master Agreement throughout the duration of the Contract.
- 4.1.4.** A Purchasing Entity that purchases or leases Equipment may issue an Order, pursuant to the terms and conditions that are incorporated into this Master Agreement, and according to the requirements listed in their states' Participating Addendum, including, but not limited to, the issuance of Contractor's Supplemental Documents, which are attached as Attachment A through Attachment H. Each Participating State or Entity shall be responsible for negotiating the terms and conditions of each of the aforementioned Attachments, as well as any additional EULA's the Contractor may provide under an Order.
- 4.1.5.** Per Section 508 of the United States Workforce Rehabilitation Act of 1973, Contractor provides Devices under Groups A, B, C, D, E, and F, which are accessible to people with disabilities.
- 4.1.6. MPS:**
  - a)** Contractor may provide MPS on Group A, Group B, Group C, Group D, Group E, and Group F.
  - b)** Contractor may not provide MPS maintenance or repair Services on any Devices that are being leased or rented to a Purchasing Entity by another Manufacturer, unless they have a written agreement with the Manufacturer to do so.



#### **4.1.7. Survivability:**

- a) Any Order placed under this Master Agreement shall survive the expiration of this Master Agreement unless otherwise specified in a Participating Addendum.
- b) Contractor is not permitted to increase pricing on any Order that was placed prior to the expiration of this Master Agreement.

**4.1.8.** Contractor shall notify the Lead State, Participating States, Participating Entities and all Purchasing Entities of any recall notices, warranty replacements, safety notices, or any applicable notice regarding the Products being sold. This notice must be received in writing (via postal mail or email) within thirty (30) calendar days of Contractor learning of such issues.

#### **4.2. Authorized Dealers**

**4.2.1.** Contractor may engage Authorized Dealers, who shall be Contractor's agent and Subcontractor for providing sales and support for the Products and/or Services purchased by the Purchasing Entity under this Master Agreement.

**4.2.2.** In the event Contractor elects to use Authorized Dealers in the performance of the specifications, Contractor shall serve as the primary Contractor, and shall be fully accountable to the Lead State for assuring that the Authorized Dealers comply with the terms and conditions of this Master Agreement, and shall be liable in the event that Authorized Dealers fail to comply with such terms and conditions.

**4.2.3.** Authorized Dealers shall be expected to stay current with Contractor's Products, pricing, Master Agreement, and Participating Addendum requirements.

**4.2.4.** Authorized Dealers shall have the ability to accept Orders from a Purchasing Entity and invoice them directly.

**4.2.5.** Contractor must disclose to the Lead State, a list of all Authorized Dealers that provide Products and/or Services, utilizing **Exhibit D (Authorized Dealers by State)**.

**4.2.6.** Contractor shall send notice to the Lead State, utilizing **Exhibit E (Authorized Dealer Form)** and the Authorized Dealers by State, within three (3) calendar days of engaging or removing a Dealer.

**4.2.7.** The Lead State reserves the right to deny the addition of any Authorized Dealer and will provide notification to the Contractor with justification as to why the decision was reached. In addition, it will be at the discretion of each Participating State or Entity as to whether they will utilize the Authorized Dealers as approved by the Lead State.

**4.2.8.** If an Authorized Dealer is performing unsatisfactorily, or is not in compliance with this Master Agreement, then it shall be at the discretion of the Lead State, upon recommendation from the Participating State, to either remove the Dealer from the Contract, or in the case of multiple branch locations in one state, or multiple states, remove them as a Dealer from the location in which they are not in compliance. Alternatively, the Contractor may investigate and consult with the Participating State and/or the Purchasing Entity as appropriate, and use commercially reasonable efforts to resolve the dispute.

#### **4.3. Product Offerings**

**4.3.1. Group Segments.** Contractor shall offer Products under the following Groups:

<b>Group A – MFD, A3 B&amp;W only; Color and B&amp;W</b>	
<b>Segment</b>	<b>PPM</b>
2	20 – 30
3	31 – 40
4	41 – 50
5	51 – 60
6	61 – 70
7	71 – 90

<b>Group B – MFD, A4 B&amp;W only; Color and B&amp;W</b>	
<b>Segment</b>	<b>PPM</b>
1	Up to 20
2	21 – 30
3	31 – 40
4	41 – 50
5	51 – 60
6	61+

<b>Group C – Production Equipment B&amp;W only; Color and B&amp;W</b>	
<b>Segment</b>	<b>PPM</b>
1	65 – 79
2	80 – 89
3	90 – 110
4	111 – 130
5	131+

<b>Group D – Single-function Printers B&amp;W only; Color and B&amp;W</b>	
<b>Segment</b>	<b>PPM</b>
1	Up to 20
2	21 – 40
3	41 – 60
4	61+

<b>Group E – Large/Wide Format Equipment B&amp;W only; Color and B&amp;W</b>	
<b>Segment</b>	<b>A1 or D Size PPM* (speeds are based on b&amp;w output)</b>
Low	1 – 3
Medium Low	4 – 8
Medium High	9 – 19
High	20+

Group F - Scanners	
Segment	PPM
1	10 – 29
2	30 – 49
3	50 – 69
4	70 – 89
5	90 – 110
6	111 – 130
7	131+

**4.3.2. Device Configurations.** Contractor's Devices shall be equipped, at a minimum, with the following Accessories/capabilities:

**a) Group A – MFD, A3**

- i) New Power Filter;
- ii) Duplex for Segment 3 and above;
- iii) Standard paper drawer(s) equal to or greater than:
  - 1) One (1) paper supply for Segment 2;
  - 2) Two (2) paper drawers for Segments 3 and 4; and/or
  - 3) 2,000 sheet paper capacity for Segments 5 and above.
- iv) Paper size capacity up to 11" x 17"; and
- v) Bypass paper supply, if applicable for Segment.

**b) Group B – MFD, A4**

- i) New Power Filter;
- ii) Bypass paper supply;
- iii) Standard paper drawer(s) equal to or greater than:
  - 1) One (1) paper supply for Segments 1 and 2;
  - 2) Two (2) paper drawers for Segments 3 and 4; and/or
  - 3) 2,000 sheet paper capacity for Segments 5 and above.
- iv) Paper size capacity up to 8 ½" x 14"; and
- v) Envelope adjustment capability.

**c) Group C – Production Equipment**

- i) New Power Filter;
- ii) Bypass paper supply;
- iii) Standard paper drawer(s) equal to or greater than:
  - 1) One (1) paper supply for Segments 1 and 2;
  - 2) Two (2) paper drawers for Segments 3 and 4; and/or
  - 3) 2,000 sheet paper capacity for Segments 5 and above.
- iv) Paper size capacity up to 8 ½" x 14"; and
- v) Envelope adjustment capability.

- d) Group D – Single-function Printers**
  - i) Must include an inkjet, light emitting diode (LED), or laser print engine;
  - ii) Standard paper drawer(s);
  - iii) Standard paper capacity; and
  - iv) Network connectivity.
- e) Group E – Large/Wide Format Equipment**
  - i) Hard-Disk drive;
  - ii) Network connectivity;
  - iii) Touch screen control panel; and
  - iv) Automatic Media Selection – a built-on sensor detects the size of the original and the proper media size is then selected.
- f) Group F – Scanners**
  - i) Charge-Coupled Device (CCD) or Contact Image Sensor (CIS);
  - ii) Automatic Document Feeder (ADF);
  - iii) Letter or legal paper size capacity;
  - iv) Color depth of at least 24 bytes; and
  - v) Single pass duplex scan.

**4.3.3. Device Standards.** Devices shall meet the following requirements:

- a) Group A and Group B Base Units are OEM only;
- b) Group A and Group B must be EPEAT registered to a minimum of Bronze Standard within one (1) year of being added to the Master Agreement Price List;
- c) Group D must be Energy Star compliant or EPEAT registered to a minimum of Bronze Standard within one (1) year of being added to the Master Agreement Price List;
- d) If Contractor's Devices fail to meet the EPEAT Bronze Standard, or be Energy Star compliant (applicable to Group D Devices only) within one (1) year, then they will be removed from the Price List;
- e) Must be Newly Manufactured, current, Remanufactured, or Refurbished, except as specified in a Participating Addendum;
- f) Devices, when installed, and if available, must be set-up to receive automatic software updates and patches. For new software versions or upgrades that carry an additional cost, updates will not be done automatically; rather, Contractor or their Authorized Dealer will inform the Purchasing Entity of the new version and assist them in their decision to upgrade based on needed functionality and compatibility with their existing Equipment.
- g) Specifications must be published on Contractor's website;
- h) MSRP must not exceed what is listed with Buyers Laboratory Inc., or List Price must not exceed what is published on the Manufacturer's website;
- i) Must maintain a PPM speed, according to Segment classification; and

- j) Must be compatible with using recycled paper, up to and including, 100% Post-Consumer Waste (PCW) paper. Contractor may not fault the use of recycled paper for Device failures, as long as the recycled paper in use meets the standard paper specifications (e.g., multi-purpose, copy, or laser paper).

#### **4.3.4. Device Exceptions**

- a) Group C, Group D, Group E, and Group F will not be restricted to OEM, and do not have to be Private Labeled;
- b) Group C, Group E, and Group F are not required to be EPEAT registered or Energy Star compliant;
- c) 3D Printers may be offered by Contractor, and shall be priced based on a minimum discount of 10%;
- d) Digital Duplicators may be offered by Contractor, and shall be priced based on a minimum discount of 64%;
- e) Inkjet and Digital Presses may be offered by Contractor, and shall be priced based on the minimum discount offered in the Segment to which they belong (refer to the Group C Price List for Segment discounts);
- f) Roll-Fed Wide Format Printers may be offered by Contractor, and shall be priced based on a minimum discount of 10%.
- g) Contractor may offer Large/Wide Format Equipment that accommodates all paper sizes. Pricing shall be based on the discount offered for the Segment in which the Device belongs (refer to the Group E Price List for Segment discounts).

#### **4.3.5. Accessories**

- a) Contractor shall provide OEM and/or Third Party compatible Accessories that compliment or enhance the features of the Device.
- b) Contractor shall maintain a separate price list for Accessories for Base Units that have been discontinued. The pricing must be based on the same discount offered, per the 'Discount from MSRP' tab, on the applicable Group Price List.
- c) Purchasing Entities may add Accessories to Devices that have been purchased, leased or rented under prior NASPO ValuePoint and/or WSCA Master Agreements, as well as via any other means.

#### **4.3.6. Software**

- a) Contractor shall provide software to enhance the capabilities of the Devices, or software may be provided as a standalone option on any pre-owned, purchased, or leased Device.
- b) Contractor shall provide OEM and/or Third Party Software.
- c) All software drivers shall be, at a minimum, Windows 7 compliant, and all Devices must have universal software drivers.
- d) Purchasing Entities that acquire software Products (not including Embedded Software) shall be subject to the software developers' end-user license agreements distributed with such software Products, as referenced in Attachment F through Attachment H, and as additionally provided by Contractor upon Order placement. However, the Master Agreement will supersede and

control if there is conflicting language between the Master Agreement, and any software license agreement.

#### **4.3.7. Consumable Supplies**

- a) Contractor shall offer OEM or compatible Ink and Roll paper for Group E Devices. The Ink and/or paper may be purchased as standalone items, and will not be included as part of a Maintenance Agreement, nor will it be wrapped into the Total Monthly Payment on a lease agreement.
- b) Contractor shall offer OEM or compatible consumable for Supplies for Groups A, B, C, D, and F. These Supplies may be purchased as standalone items or included as part of a Maintenance Agreement. Under no circumstances may the Supplies, regardless of quantity, be financed, unless they are start-up Supplies. The Supplies that may be offered include, but are not limited to, the following:
  - i) Toner;
  - ii) Staples;
  - iii) Ink;
  - iv) Print Cartridges;
  - v) Imaging Drums;
  - vi) Fuser Kits;
  - vii) Transfer Kits;
  - viii) Waste Toner Bottles;
  - ix) Ozone Filters;
  - x) Developer;
  - xi) Rollers and Pads; and
  - xii) Maintenance Kits.
- c) Toner must be free of carcinogenic, mutagenic, or teratogenic substances.
- d) Contractor shall provide the Purchasing Entity with a method to return the empty toner cartridges at no additional charge.

#### **4.3.8. Remanufactured/Refurbished Equipment**

- a) Contractor may offer Remanufactured and/or Refurbished Equipment under Group A, B, C, D, E, and F.
- b) Remanufactured and Refurbished Equipment is not required to be EPEAT registered or Energy Star compliant.
- c) Equipment may be acquired via a purchase or lease agreement.
- d) Contractor must notify the Purchasing Entity in writing, when Remanufactured or Refurbished Equipment is being offered.
- e) All Remanufactured or Refurbished Equipment must be clearly labeled as such, and must be certified by the Manufacturer.

- f) Remanufactured Equipment must be priced according to the minimum discount offered for similar Equipment in Group A, B, C, D, E, and F.
- g) Refurbished Equipment shall be offered at a minimum discount of 10% less than the lowest priced Device of the Group and Segment to which the Refurbished Equipment belongs.
- h) Service and Supplies for Remanufactured and Refurbished Equipment will receive the same pricing as the published price for the Group and Segment to which it belongs.

#### 4.3.9. Open Market Items

- a) Contractor may offer Not Specifically Priced (NSP) items that compliment or enhance the Products and/or Services. NSP items will not include:
  - i) Interactive White boards;
  - ii) Computers, monitors, or other related items;
  - iii) Fax machines;
  - iv) Overhead Projectors; and
  - v) Cameras.
- b) NSP items may only be acquired through the Contractor or their Authorized Dealers and must be reported quarterly with all other sales.
- c) NSP items must be priced at a minimum discount of 15% from MSRP or List Price.
- d) NSP items shall not be offered to a Purchasing Entity as a stand-alone option, and the maximum allowable amount of all NSP items in a single Order shall be determined by the Participating State or Entity.
- e) It shall be at the discretion of the Participating State or Entity to allow Open Market Items in their Participating Addendum.

#### 4.3.10. Emerging Technologies

- a) Upon approval from the Lead State, Contractor may add new, related technology.
- b) Technology does not have to be restricted to OEM, nor does it have to be Private Labeled.
- c) Any new technology that a Contractor requests to add to their Price List must contain a full description of the Product, along with MSRP and pricing information, as well as an explanation/justification as to how the Product conforms to the requirements of this Master Agreement.
- d) Any new technology must be priced at a minimum discount of 3%.

### 4.4. Service Offerings

#### 4.4.1. Managed Print Services

- a) Contractor shall provide the following:
  - i) **Free Initial Assessment** – which shall include the following:
    - 1) Document workflow
    - 2) Identification of Service, Supplies, and parts
    - 3) Current output

- 4) Total Cost of Ownership (TCO)
  - 5) Employee to Device ratio
  - 6) Preliminary estimated cost savings
- ii) **Implementation** – which shall consist of the following:
- 1) Plan Development
  - 2) Hardware and Software Installation and Set-up for remote management/MPS account management software.
- iii) **Remote Device Monitoring** – which shall include the following:
- 1) Job Accounting
  - 2) Automated Meter Reads
  - 3) Automated Toner Replenishment
- iv) **End-user Support** – which shall include the following:
- 1) Training
  - 2) Help Desk Services
- v) **Account Management** – which shall include the following:
- 1) Reporting
  - 2) Invoicing
  - 3) Customer Business Reviews
- b) Contractor may also provide the following:
- i) **Maintenance**
- 1) Preventative Maintenance
  - 2) Service and Repair
  - 3) On-site break/fix
  - 4) Parts Management
  - 5) Warranty Management
- ii) **Ongoing Fleet Management and Optimization**
- 1) Consumable Spend
  - 2) Continual Assessments
  - 3) Green Initiatives
  - 4) Add/Move/Change Services
  - 5) Disaster Recovery
- iii) **Cost Based Assessment**
- 1) Asset Mapping
  - 2) End-user Survey
  - 3) Detailed Recommendation
  - 4) Analysis and Plan Design



- iv) Change Management
- v) Professional Services
- c) All MPS engagements shall require the Contractor and Purchasing Entity to complete a detailed statement of work, as referenced in **Exhibit C (Sample MPS Statement of Work)**, **Attachment C (Canon Sample MPS Agreement Terms and Conditions)**, and **Attachment D (Canon Sample MPS Customer Expectations Document)**, and they must be approved by both parties prior to the initiation of any engagement.
- d) The free initial assessment shall not constitute a commitment on behalf of the Purchasing Entity. Upon request from a Purchasing Entity, Contractor must provide the assessment with the understanding that the Purchasing Entity is under no obligation to enter into an MPS engagement.
- e) MPS pricing and billing options shall be flexible, as long as pricing doesn't exceed Master Agreement pricing, and the Purchasing Entity will drive the complexity of the solution required with a staged approach to implementation.

#### 4.4.2. Maintenance Agreements

- a) **Pricing**
  - i) Pricing shall include a zero base, cost per click rate for b&w and/or color for Groups A, B, C and D.
  - ii) Pricing for a monthly base charge, a set copy allowance and an overage rate for b&w and/or color shall also be provided.
  - iii) Pricing must be provided that includes all parts, labor, Preventative Maintenance, Service Calls, and Supplies for Groups A, B, C and D.
  - iv) A pricing option for ALL Groups shall include parts, labor, Preventative Maintenance (if applicable), and Service Calls, but **excludes** Supplies.
  - v) Paper and ink for Group E Devices shall not be included as part of the Service and Supply pricing.
  - vi) Contractor may increase their Service and Supply pricing to include staples (if applicable to the Device).
  - vii) Contractor may charge flat rate fees for Services performed on any Accessories.
  - viii) Service Calls due to misuse, neglect or abuse shall not be covered by the Maintenance Agreement, and Contractor and Authorized Dealers may bill the Purchasing Entity at an hourly rate for Services rendered.
  - ix) **11"x17" impressions:**
    - 1) Shall be counted as two (2) clicks on Group A Devices; and
    - 2) May be counted as two (2) clicks on Group C Devices.
  - x) Contractor shall offer a one (1) click rate that encompasses all paper sizes for Group C Devices.
  - xi) A two-sided document shall be counted as two (2) clicks.
  - xii) Contractor must not charge for scans on any MFD.
  - xiii) **Initial Term:**
    - 1) Pricing shall remain firm for the initial term of the Maintenance Agreement.

- 2) For leased Equipment, the Maintenance Agreement term is equal to the term of the lease (i.e. 24, 36, 48 months etc.).
- 3) For purchased Equipment, the initial term is whatever period of time the Purchasing Entity elects, as long as it does not exceed 60 months on Group A, Group B, Group D, Group E, and Group F Devices and 84 months on Group C Devices.

**xiv) Renewal Term:**

- 1) If a Purchasing Entity wishes to renew a Maintenance Agreement for Equipment that was acquired under this Master Agreement, then the Contractor may negotiate new pricing. This pricing shall not exceed this Master Agreement pricing.
- 2) If a Purchasing Entity wishes to renew a Maintenance Agreement for Equipment that was acquired under Master Agreement (3091), then §4.4.2(f) shall apply.

**b) Blended Rates**

- i) Contractor shall have the ability to blend the Service and Supply costs over a large Equipment fleet, and the Blended Rate must cover all units in the fleet.
- ii) The Blended Rate must be divided between b&w and color.
- iii) Contractor shall provide the Purchasing Entity with the Blended Rate calculation prior to Order placement.
- iv) Utilizing a Blended Rate shall be at the discretion of the Participating State or Entity.

**c) Manual Meter Reads**

- i) Contractor may collect meter reads from a Purchasing Entity via electronic means.
- ii) Meter reads may be submitted via the Contractor's online portal, or through e-mail, or facsimile.
- iii) A Participating State or Entity may also elect, at their discretion, to submit meter reads through the Device.

**d) Customer Owned Equipment**

- i) Purchasing Entity's may elect to enter into a Maintenance Agreement for Equipment they already own, or Equipment they acquire through an up-front purchase.
- ii) The Maintenance Agreement may be priced on a flat rate fee, which shall include parts, labor, Preventative Maintenance (if applicable) and Service calls. Supplies may or may not be included.
- iii) The Maintenance Agreement shall not be subject to automatic renewals.

**e) Leased Equipment**

- i) Contractor shall be required to provide a Maintenance Agreement on all Equipment that is leased by a Purchasing Entity.
- ii) The Maintenance Agreement shall be priced based on a cost per click rate, or a monthly base charge.

**f) Legacy Equipment**

- i) Upon request from the Purchasing Entity, Contractor may provide Maintenance Agreements on any Equipment that is owned or was leased or rented through Master Agreement (3091), or via any other means, providing the following conditions are met:
  - 1) The Device has not reached the end of its Useful Life;

- 2) The maximum term of the Maintenance Agreement does not exceed the Useful Life of the Device, unless otherwise specified in a Participating Addendum; and
  - 3) The Maintenance Agreement adheres to the same requirements as outlined in §4.4.2(d) and §4.4.2(e).
- ii) Devices that were previously serviced by another Dealer or Manufacturer must be inspected and repaired, if necessary. Upon mutual agreement, Contractor may charge Purchasing Entity for any parts and/or labor required to bring the Device up to acceptable maintenance levels.
  - iii) If the Device has been at the Purchasing Entity's location for less than five (5) years, then Maintenance Agreement pricing shall not exceed this Master Agreement pricing, until the Purchasing Entity reaches the five (5) year mark. Refer to §4.4.2(f)(iv) below for additional information.
  - iv) If the Device has been at the Purchasing Entity's location for more than five (5) years, then Maintenance Agreement pricing shall not exceed 107% of the Service and Supply pricing in this Master Agreement for years 5 through 7, and 110% for years 8 and beyond. The Service and Supply pricing that will be used for this calculation will be based on the following:
    - 1) The Group and Segment to which the Device is categorized; and
    - 2) The Service and Supply pricing for that Group and Segment, as listed under Newly Manufactured Equipment in this Master Agreement.

#### 4.4.3. Service Requirements

- a) **Technicians.** All technicians shall be factory trained by the OEM and certified to Service the Devices.
- b) **Standard Service Levels.** Participating States and/or Entities shall negotiate their own Service Level Agreement (SLA) with the Contractor. The SLA, must, at a minimum, adhere to the following requirements:
  - i) **End-User Training**
    - 1) An initial, no charge, on-site, one-hour training session for each Device, must be offered by Contractor for all non-desktop Products placed at each Purchasing Entity's location. For drop-shipped or desktop Products, Contractor shall offer an initial, one-hour, no charge, web-based, or on-line training session.
    - 2) Technical support training shall also be included in the initial, no charge training, and will include network connectivity and print driver installation. This training will be in addition to the one-hour of free training for Device operation.
    - 3) If Purchasing Entity elects to exercise the training option, then Contractor shall provide the training within ten (10) Business Days of Purchasing Entity's request.
    - 4) Contractor shall offer additional on-site, one-hour training sessions for a flat rate fee. Additional charges for travel and per diem, if applicable, must be disclosed to the Purchasing Entity prior to Order placement.
    - 5) Contractor must provide on-site or off-site operational training to designated Purchasing Entity personnel, until the personnel are able to operate the Equipment independently. Pricing for operational training shall be based on a flat rate fee. Additional charges for travel and per diem, if applicable, must be disclosed to the Purchasing Entity prior to Order placement.
    - 6) Contractor shall provide Product literature, user-manuals, and access to on-line resources, if available, at no charge to the Purchasing Entity.

- 7) Contractor shall provide a toll-free end-user technical support number that Purchasing Entities can utilize for everyday minor troubleshooting. A Purchasing Entity must be able to obtain assistance during Normal Business Hours.
  - 8) Contractor shall provide phone/technical support within two (2) hours of Purchasing Entity's request for assistance.
- ii) **Preventative Maintenance.** Contractor shall perform all Preventative Maintenance Services at the Manufacturer's suggested intervals, or as specified in an Order. Preventative Maintenance shall not be a requirement on desktop Devices.
- iii) **Equipment Performance**
- 1) Equipment Downtime shall be calculated from the time a service call is placed with Contractor or with Dealer's dispatch department until the time the technician completes the repair.
  - 2) Equipment Downtime due to lack of consumable Supplies is not acceptable.
  - 3) Equipment Uptime is calculated between 8:30am and 5:00pm, Monday through Friday, excluding Contractor and Dealer holidays. Uptime requirements shall not include Preventative Maintenance service calls, calls which could have been prevented by key operator functions outlined in the Device's operating manual, calls due to customer mishandling, units which are running outside the Manufacturer's optimum performance volume, or Devices which need to be over-hauled as a result of reach the end of Useful Life (in the Contractor's opinion).
  - 4) **Devices under 91ppm:** Contractor shall guarantee that the fleet of Devices for each Purchasing Entity will be operational at least 96% of the time, during Normal Business Hours for Group A, Group B, Group C, and Group D.
  - 5) **Devices over 91ppm:** Contractor shall guarantee that digital press Production Equipment for each Purchasing Entity will be operational at least 90% of the time, during Normal Business Hours.
  - 6) If any fleet of Devices fails to perform at the operation level specified in §4.4.3(b)(iii)(4) and (5), then §4.11.13 shall apply.
  - 7) Contractor must provide daily communication to the Purchasing Entity regarding inoperable Equipment, including updates regarding resolution timeframe, and any parts, Accessories, or Devices on back-order.
- iv) **Loaner Equipment.** If any Device, excluding digital press Production Equipment, and Group E Equipment, is inoperable for two (2) Business Days, due to Equipment malfunction, as reasonably determined by Contractor, then Contractor shall provide the Purchasing Entity with:
- 1) A loaner Device of similar speed and capabilities until such time as the inoperable Device(s) are now operable; or
  - 2) Provide the Purchasing Entity with off-site manned production capabilities to accomplish the work of the unit that is inoperable at the sole expense of the Contractor. Such costs shall be limited to the cost of production (Service and Supplies), Equipment, labor, and transportation to and from the off-site production facility and the Purchasing Entity location.
- v) **Repair Parts**
- 1) Contractor shall guarantee the availability of repair parts for a minimum of five (5) years after the Purchasing Entity's Acceptance of any Device.

- 2) All Device components, spare parts, application software, and ancillary Equipment that is supplied under this Master Agreement, must conform to Manufacturer specifications.
- 3) Contractor shall be responsible for ensuring that any repair parts are operable and installed in accordance with Manufacturer specifications.
- 4) Repair parts may be new, reconditioned, reprocessed or recovered.

**vi) Replacement Equipment**

- 1) If Purchasing Entity is not satisfied with any Device that does not perform up to its documented Equipment specifications, Contractor will, at Purchasing Entity's written request, replace it without charge with an equivalent unit or, upon mutual agreement with the Purchasing Entity, with a Device of comparable features and capabilities.
- 2) Prior to installing a substitute Device, Contractor will be allowed thirty (30) days to remedy any quality or reliability issues.
- 3) A designated factory authorized technician must certify each Device's ability to produce acceptable impressions with an acceptable number of copies between calls or uptime. This certification will remain in effect for up to five (5) years from the Purchasing Entity date of purchase or lease, providing the Equipment has not been subjected to abuse or neglect and has been continuously covered by a Maintenance Agreement. This certification will be void in accordance with §4.11.10.

**vii) Service Zones**

- 1) Unless otherwise specified in a Participating Addendum, Contractor shall adhere to the following Service Call Response Times based on the distance that their Service Base Location is from the Purchasing Entity:

Service Zone	Definition	Response Time
Urban	Within 60 miles	4 - 6 Hours
Rural	60 – 120 miles	1 - 2 Business Days
Remote	120+ miles, or only accessible by plane or by boat	4 - 5 Business Days

- 2) Repair or replacement of parts and/or Devices shall occur within four (4) Business Days of Contractor arriving at Purchasing Entity's location, with the following exception:
  - If Contractor is drop-shipping a new Device to replace a defective Device, then Purchasing Entity must receive the new Device within three (3) Business Days.
- 3) Contractor may charge different rates according to each Service zone.

**viii) Service Logs**

- 1) Contractors shall maintain a Service log that describes the maintenance and repair Services provided for each Device.
- 2) A no-cost copy of Service logs/reports must be provided to the Purchasing Entity or Participating State or Entity, within five (5) Business Days of the request.

**ix) Equipment Relocation**

- 1) Equipment relocation Services include dismantling, packing, transporting, and re-installing Equipment.

- 2) Contractor may charge for this Service based on the following table:

Service Zone	Distance from original placement of Device	Charge
1	Within the same building	No Charge Allowed*
2	Up to 50 miles from building in which Device was originally placed	Flat Rate Fee, plus Per Mile or Hourly Fee
3	More than 50 miles from building in which Device was originally placed	Flat Rate Fee, plus Per Mile or Hourly Fee

\*Contractor may charge Purchasing Entities a mutually agreed upon price for special rigging in the event a Purchasing Entity's demographics require such rigging for Zone 1 relocation's. Contractor and Purchasing Entity shall agree upon the price in writing prior to any Equipment relocation in Zone 1.

- 3) Contractor shall not charge for any fees incurred due to fuel or tolls.
- 4) Moves must be performed within thirty (30) calendar days of the Purchasing Entity request. Request may be verbal or written, but Contractor must confirm the request in writing and provide a date that the move will occur. Written confirmation must be sent to the Purchasing Entity within three (3) Business Days of request. In the event that there will be a delay in these Services, Contractor shall communicate with Purchasing Entity and agree on a mutually beneficial time-frame.

**c) Meter Read Invoicing**

- i) In order for Contractor to generate accurate invoices, Purchasing Entities shall provide meter reads within the Contractor's requested time-frame.
- ii) Invoices that are generated without receiving the proper meter read information from the Purchasing Entity will not be considered inaccurate.
- iii) The Purchasing Entity shall provide written notice of any such alleged invoicing issue and the Contractor will be allowed a thirty (30) day cure period to address any such issue. During the thirty (30) day cure period, the Purchasing Entity will not be assessed any late fees for failure to submit payment by the invoice due date.
- iv) Failure on the Contractor's part to maintain accurate invoicing shall result in a \$25.00 per instance credit on the following month's invoice.

**d) Service Level Calculations**

- i) At the discretion of the Participating State or Entity, Contractor shall produce reports that can be measured against the required SLA components. Refer to §4.4.3(e) for reporting requirements.
- ii) The Participating State or Entity shall determine how the reports will be utilized and whether liquidated damages will be assessed for failure to meet the SLA requirements. Any liquidated damages or penalty structure shall be defined in the Participating State or Entity's Participating Addendum.

**e) Reporting.** Contractor shall provide periodic reporting to all Purchasing Entities upon request. The reports shall be provided on a quarterly basis, or at the discretion of the Participating State or Entity.

- i) The report shall include the following:
  - 1) Up-time percentage (%) per fleet of Devices;

- 2) Number of Service Calls placed;
- 3) Response Time per Device;
- 4) Dates that Preventative Maintenance was performed, if applicable;
- 5) Hours of end-user training performed; and
- 6) Estimated end of Useful Life per Device, based on current usage.

- ii) The report may include, but not be limited to, the following:
  - 1) Location of Devices;
  - 2) Click usage per Device; and
  - 3) EPEAT certification level of each Device.

f) **Additional Terms and Conditions.** Maintenance Agreements shall be subject to the additional terms and conditions set forth in **Attachment B (Canon Maintenance Terms and Conditions)**, and **Attachment E (Digital Press Production and Large Format Equipment Master Services Agreement Terms and Conditions)**.

**4.4.4. Software Subscriptions**

- a) Software pricing shall be inclusive of available software patches and any updates.
- b) Purchasing Entities shall have the option to finance software subscriptions according to the lease rates listed in Groups A, B, C, D, E, and F of the Master Agreement.
- c) Any new releases of software versions (upgrades) shall be chargeable to the Purchasing Entity; however, Contractor may not charge for the installation of the software upgrade.
- d) License fees and support fees shall remain firm throughout the term of the agreement.
- e) Software subscriptions shall not be subject to automatic renewals. Should there be any conflicting language between the software EULA and the Master Agreement, the Master Agreement shall govern and control.
- f) Contractor shall be responsible for communicating all updates, patches, and new releases/versions to Purchasing Entities.
- g) Contractor shall provide a web-based or toll-free hotline during Normal Business Hours for Purchasing Entities to report software problems or answer software related questions.

**4.5. Purchase and Lease Programs**

4.5.1. Contractor shall offer the following acquisition methods:

Financial Vehicle	Standard Terms Offered
Purchase	N/A
Fair Market Value Lease	12, 18, 24, 36, 48 and 60 months
\$1 Buyout Lease	
Straight Lease	12 months
Short-Term Lease	

4.5.2. All Products on Contractor’s Price List may be purchased or leased, either as a packaged-deal, or stand-alone item.

4.5.3. Contractor shall also offer 72 and 84-month lease rates for Group C Devices only.

#### 4.5.4. Equipment Trade-In

- a) A Purchasing Entity shall have the option, at the Contractor's sole discretion, and based upon Participating State or Entity regulations and laws, and Purchasing Entity policies, to do an Equipment Trade-In, when placing a purchase or lease Order.
- b) The value for the Equipment Trade-In shall be negotiated by the Purchasing Entity and the Contractor, and shall not include any disposal or shipping fees.

#### 4.5.5. Lease Rates

- a) Contractor shall include an estimated property tax amount in their lease rates.
- b) The rate for any lease shall remain fixed throughout the Initial Lease Term.
- c) Equipment Payments for Renewal Terms shall never exceed Master Agreement pricing.
- d) If a Purchasing Entity enters into a Renewal Term, then the Equipment Payment will be subject to the lease rates listed in the most recent Price List(s) posted on the NASPO ValuePoint website.
- e) Contractor may update lease rates on a quarterly basis to allow for changes in the financial market. The rates must be indexed against the US Daily Treasury Yield Curve Rates, or something similar, and must be the rate in effect at the end of each calendar quarter. Refer to <https://www.treasury.gov/resource-center/data-chart-center/interest-rates/Pages/TextView.aspx?data=yield> for additional information.
- f) On a quarterly basis, Contractor may update the personal property tax uplift on lease rates based on the participation of states not listed in the RFP, or a change in the property tax assessed by states that are listed in the RFP.
- g) Contractor shall offer Coterminous lease rates to any Purchasing Entity wishing to add Products to an existing lease agreement.

#### 4.5.6. Leasing Overview

- a) All lease programs must remain with the Contractor or Authorized Dealers through an in-house leasing program, or through the financial branch or subsidiary of the Contractor. In addition, Contractor and their Authorized Dealers may use Third Party leasing companies, but all billing must be invoiced in the name of the Contractor or their Authorized Dealer, and all contractual obligations shall remain with the Contractor.
- b) A Purchasing Entity may lease Equipment pursuant to the terms and conditions identified herein.
- c) A Purchasing Entity that leases Equipment may issue an Order, pursuant to the terms and conditions that are incorporated into this Master Agreement, and according to the requirements listed in their states' Participating Addendum. Without limiting the foregoing, each Order shall, except as otherwise provided in the applicable state's Participating Addendum, be subject to and be governed by the terms and conditions of Attachment A (Canon Lease Agreement Terms and Conditions).
- d) Lease agreements shall not be subject to automatic renewals.
- e) In the event that the term of a lease agreement extends beyond the term of the Participating Addendum, the terms and conditions of this Master Agreement and Participating Addendum shall continue to apply.



- f) A lease agreement issued prior to the termination of this Master Agreement and Participating Addendum, shall survive the termination of this Master Agreement and the Participating Addendum.
- g) With the exception of a \$1 Buyout Lease arrangement, or unless exercising the purchase option on an FMV Lease, a Purchasing Entity shall return the Equipment at the end of the Initial Lease Term, or at the end of the Renewal Lease Term, or the Contractor may pick the Equipment up, without any further financial obligations to the Purchasing Entity.
- h) Equipment pickups must be performed within thirty (30) calendar days of the end of the Initial or Renewal Term.
- i) Equipment returns must be performed within thirty (30) calendar days after the Contractor or Authorized Dealer provides return shipping instructions to the Purchasing Entity.
- j) Contractor shall be responsible for all Product pickup and return costs.
- k) The maximum term on any Initial Lease Term shall be 60 months, with the exception of Group C Devices, which shall have a maximum term of 84 months, and with the exception of Short-Term Leases, which shall have a maximum term of 12 months.
- l) The length of a Renewal Term shall be at the discretion of the Participating State or Entity, but at no time shall the Renewal Term exceed the Useful Life of the Equipment.
- m) All Renewal Terms shall be billed on a monthly basis.

#### **4.5.7. Leasing Options**

##### **a) FMV Lease**

- i) A Purchasing Entity shall have the option to enter into an Initial Lease Term of 12, 18, 24, 36, 48 or 60 months for Group A, Group B, Group C, Group D, Group E and Group F, at the discretion of the Participating State or Entity. In addition, a Participating State or Entity may elect to enter into 72 and 84-month terms for Group C only.
- ii) Upon the expiration of the Initial Lease Term, a Purchasing Entity may do one of the following:
  - 1) Exercise their purchase option;
  - 2) Renew the lease on a month to month basis, or a 12-month basis, at the discretion of the Participating State or Entity; or
  - 3) Return the Equipment to the Contractor, or have the Contractor pick the Equipment up.

##### **b) \$1 Buyout Lease**

- i) A Purchasing Entity shall have the option to enter into an Initial Lease Term of 12, 18, 24, 36, 48 or 60 months for Group A, Group B, Group C, Group D, Group E and Group F, at the discretion of the Participating State or Entity. In addition, a Participating State or Entity may elect to enter into 72 and 84-month terms for Group C only.
- ii) Upon the expiration of the Initial Lease Term, the Contractor shall provide title to the Equipment to the Purchasing Entity, or as otherwise determined in a Participating Addendum, and the Purchasing Entity shall not be subject to any additional expense in order to assume possession of the Equipment.

**c) Straight Lease**

- i) A Purchasing Entity shall have the option to enter into an Initial Lease Term of 12, 18, 24, 36, 48 or 60 months for Group A, Group B, Group C, Group D, Group E and Group F, at the discretion of the Participating State or Entity. In addition, a Participating State or Entity may elect to enter into 72 and 84-month terms for Group C only.
- ii) Upon the expiration of the Initial Lease Term, a Purchasing Entity may do one of the following:
  - 1) Renew the lease on a month to month basis, or a 12-month basis, at the discretion of the Participating State or Entity; or
  - 2) Return the Equipment to the Contractor, or have the Contractor pick the Equipment up.

**d) Short-Term Lease**

- i) A Purchasing Entity shall have the option to enter into a maximum lease term of 12months.
- ii) Upon the expiration of the lease term, a Purchasing Entity shall return the Equipment to the Contractor, or have the Contractor pick the Equipment up.

**4.5.8. Leasing Terms and Conditions**

**a) Possession and Return of Leased Equipment**

- i) Purchasing Entity is responsible for risk of loss to the Products while the Products are in Purchasing Entity's possession. Purchasing Entity shall be relieved of all risks of loss or damage to the Products during periods of transportation and de-installation.
- ii) Contractor or Authorized Dealer must notify a Purchasing Entity, in writing, of their End of Term (EOT) options at least sixty (60) to ninety (90) days prior to the end of any Initial Lease Term. Such notification may include, but not be limited to, the following:
  - 1) Any acquisition or return options, based on the type of lease agreement;
  - 2) Any renewal options, if applicable; and/or
  - 3) Hard drive removal and surrender cost, if applicable.
- iii) If a Purchasing Entity desires to exercise a purchase, renewal, or return of the Equipment, it shall give Contractor at least thirty (30) days written notice prior to the expiration of such lease term. Notwithstanding anything to the contrary, if Purchasing Entity fails to notify Contractor of its intent with respect to the exercise of a purchase, renewal, or return of the Equipment, the Initial Lease Term shall be terminated on the date as stated in the Order and removal of the Product will be mutually arranged, unless otherwise specified in a Participating State or Entity's Participating Addendum.
  - 1) If the Purchasing Entity fails to notify Contractor at least thirty (30) days prior to lease termination of digital press Production Equipment and/or large format printers, then the lease will automatically renew on a month-to-month basis until the Purchasing Entity notifies the Contractor of their intent. In such a case, the automatic renewal term shall not exceed a maximum of 12 monthly payments. At which point in time, Contractor will make arrangements to pick up the Equipment from the Purchasing Entity.
- iv) If Purchasing Entity does not exercise the purchase or renewal option, it will immediately make the Product available to Contractor in as good of condition as when Purchasing Entity received it, except for ordinary wear and tear.

- b) **Payment.** The first scheduled payment (as specified in the applicable Order), will be due following the Acceptance of the Products, or such later date as Contractor may designate. The remaining payments will be due on the same day of each subsequent month, unless otherwise specified in the applicable Order.
- c) **Buyout to Keep Option.** A Purchasing Entity must notify the Contractor or Authorized Dealer, in writing, at least thirty (30) days in advance, if they wish to exercise the Buyout to Keep option on an FMV or \$1 Buyout I Lease.
- d) **Buyout to Return Option.** A Purchasing Entity must notify the Contractor or Authorized Dealer, in writing, at least thirty (30) days in advance, if they wish to exercise the Buyout to Return option on an FMV, \$1 Buyout or Straight Lease, and return the Equipment to the Contractor in good working condition (ordinary wear and tear excepted).
- e) **Equipment Upgrade or Downgrade.** A Purchasing Entity may do an Equipment Upgrade or Downgrade on a lease at any time throughout the term of the lease agreement. The Purchasing Entity and the Contractor shall negotiate the price of the Equipment Upgrade or Downgrade, but at no time shall the total cost of the Equipment Upgrade or Downgrade be less than the remaining stream of Equipment Payments.
- f) **Non-appropriation of Funds.** The continuation of any lease agreement will be subject to, and contingent upon, sufficient funds being made available by the Participating State Legislature and/or federal sources. The Purchasing Entity may terminate any such lease agreement, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Purchasing Entity's funding sources are not available.
- g) **Assignment**
  - i) Purchasing Entity has no right to sell, transfer, encumber, sublet or assign the Product or any lease agreement without Contractor's prior written consent (which consent shall not be unreasonably withheld).
  - ii) Purchasing Entity agrees that Contractor may not sell or assign any portion of Contractor's interests in the Product and/or these Lease Terms or any Order for leases, without notice to Purchasing Entity even if less than all the payments have been assigned. In that event, the assignee (the "Assignee") will have such rights as Contractor assigns to them, but none of Contractor's obligations (Contractor will keep those obligations) and the rights of the Assignee will not be subject to any claims, defenses or set offs that Purchasing Entity may have against Contractor.
  - iii) No assignment to an Assignee will release Contractor from any obligations Contractor may have to Purchasing Entity.
- h) **Early Termination Charges**
  - i) Except in the case of Non-appropriation of funds, FMV, \$1 Buyout, Straight and Short-Term Leases shall be subject to an early termination charge, and shall involve the return of the Equipment (in good working condition; ordinary wear and tear excepted) by the Purchasing Entity to the Contractor. With respect to the Equipment, the termination charge shall not exceed the balance of remaining Equipment Payments (including any current and past due amounts), and with respect to Service or maintenance obligations, the termination charge shall not exceed four (4) months of the Service and Supply base charge or twenty-five percent (25%) of the remaining Maintenance Agreement term, whichever is less.
- i) **Default.** Each of the following is a "default" under these lease terms:

- i) Purchasing Entity fails to pay any payment or any other amount within forty-five (45) days (or as otherwise agreed to in a Participating Addendum) of its due date;
  - ii) Any representation or warranty made by Purchasing Entity in these lease terms is false or incorrect and Purchasing Entity does not perform any of its obligations under these lease terms, and this failure continues for forty-five (45) days (or as otherwise agreed to in a Participating Addendum) after Contractor has notified Purchasing Entity;
  - iii) Purchasing Entity or any guarantor makes an assignment for the benefit of creditors;
  - iv) Any guarantor dies, stops doing business as a going concern, or transfers all or substantially all of such guarantor's assets; or
  - v) Purchasing Entity stops doing business as a going concern or transfers all or substantially all of Purchasing Entity's assets.
- j) **Remedies.** If a Purchasing Entity defaults on a lease agreement, then Contractor, in addition to, or in lieu of, the remedies set forth in this Master Agreement, and Participating Addendum, may do one or more of the following:
- i) Cancel or terminate any or all Orders, and/or any or all other agreements that Contractor has entered into with Purchasing Entity;
  - ii) Require Purchasing Entity to immediately pay to Contractor, as compensation for loss of Contractor's bargain and not as a penalty, a sum equal to:
    - 1) All past due payments and all other amounts payable under the lease agreement;
    - 2) All unpaid payments for the remainder of the lease term, discounted at a rate equal to three percent (3%) per year to the date of default; and
    - 3) Require Purchasing Entity to deliver the Product to Contractor per mutual arrangements.

## 4.6. Security Requirements

### 4.6.1. Network and Data Security

- a) Devices may be configured to include a variety of data security features. The set-up of such features shall be at the discretion of the Purchasing Entity, and all costs associated with their implementation must be conveyed by Contractor prior to Order placement.
- b) Contractor will not be permitted to download, transfer, or access print data stored on the Device in either hard drive or chip memory. Only system management accessibility will be allowed.
- c) Contractor shall ensure that delivery and performance of all Services shall adhere to the requirements and standards as outlined in each Participating State or Entity's Participating Addendum.

**4.6.2. Sensitive Information.** Sensitive information that is contained in any Legacy Equipment or applications shall be encrypted if practical. In addition, sensitive data will be encrypted in all newly developed applications. Since sensitive information is subjective, it shall be defined by each Participating State or Entity in their Participating Addendum.

**4.6.3. Data Breach.** Contractor shall have an incident response process that follows National Institute of Standards and Technology (NIST) standards as referenced in Special Publication 800-61, Revision 2 (available at <http://dx.doi.org/10.6028/NIST.SP.800-61r2>) and includes, at a minimum, breach detection, breach notification, and breach response.

#### **4.6.4. Authentication and Access**

- a) Any network connected Device must offer authentication for all features via LDAP and/or Windows AD, as well as the ability to disable authentication for any or all features.
- b) Any network connected Device must have the ability to connect via Dynamic Host Configuration Protocol (DHCP) or Static IP address.
- c) The credential information for any remote authentication method may not be maintained within the Device's memory.
- d) Access to the Device's administrative functions must be password protected per the Participating State or Entity requirements, and the default settings must be changed at the time of Equipment installation.

#### **4.6.5. Hard Drive Removal and Surrender**

- a) Contractor shall ensure that all hard drive data is cleansed and purged (if capable) from the Device at the end of its Useful Life, or when any hard drive leaves the Purchasing Entity's possession; or
- b) At the Participating State or Entity's discretion, Contractor shall remove the hard drive from the applicable Device and provide the Purchasing Entity with custody of the hard drive before the Device is removed from the Purchasing Entity's location, moved to another location, or any other disposition of the Device. The Purchasing Entity shall then be responsible for securely erasing or destroying the hard drive.
- c) If Contractor takes possession of any Device at the Purchasing Entity's location, then they shall also remove any ink, toner, and associated Supplies (drum, fuser, etc.) and dispose of them in accordance with applicable law, as well as environmental, and health considerations, or as otherwise specified in a Participating Addendum.
- d) Hard drive sanitation shall be at no expense to the Purchasing Entity; however, Contractor may charge the Purchasing Entity a fee if the Purchasing Entity elects to keep the hard drive in their possession. Contractor must disclose the price for removal and surrender of the hard drive, prior to Order placement.
- e) If the hard drive is not removable, or the Device does not contain a hard drive, then Contractor must convey this to the Purchasing Entity at the time of Order placement. In the case of a non-removable hard drive, §4.6.5(a) shall apply.
- f) If a Contractor is removing another Manufacturer's Equipment, they are not permitted to remove the hard drive. Only the Manufacturer or their Authorized Dealer shall remove hard drives in their own Devices. Contractor shall work with the Manufacturer to ensure the requirements pursuant to this Subsection are met.

#### **4.7. Equipment Demonstration Requirements**

- 4.7.1. Contractor must offer trial or demonstration Equipment for Group A, Group B, and if requested by the Purchasing Entity, Group C, Group D, Group E, and Group F.
- 4.7.2. Trial or demonstration Equipment may be new or used; however, no used, Remanufactured, or Refurbished Devices shall be converted to a purchase or lease.
- 4.7.3. At the discretion of the Participating State or Entity, and upon request by a Purchasing Entity, showroom Equipment for Groups A, B, and C may be converted to a purchase or lease, providing the following conditions are met:

- a) The meter count on Group A and Group B Devices does not exceed 10,000 copies total (i.e. b&w and color combined);
- b) The meter count on Group C Devices not exceed 50,000 copies total (i.e. b&w and color combined);
- c) The Device must be discounted by at least 5% off of this Master Agreement pricing for that same Device; and
- d) The Purchasing Entity and the Contractor indicate on the Order that the Device is a showroom model.

**4.7.4.** Any trial or demonstration period shall not exceed thirty (30) calendar days.

#### **4.8. Shipping and Delivery Requirements**

- 4.8.1.** All Orders, regardless of quantity, shall be delivered to the Purchasing Entity within thirty (30) calendar days after Contractor receipt of Order, unless otherwise specified by a Purchasing Entity.
- 4.8.2.** Software related to the Device must be installed within five (5) Business Days of the Device installation, or as otherwise stated in an Order.
- 4.8.3.** All deliveries shall be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. The minimum shipment amount, if any, will be found in the special terms and conditions. Any Order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.
- 4.8.4.** Responsibility and liability for loss or damage shall transfer to the Purchasing Entity upon delivery of the Product, except as to material defects, fraud and Contractor's warranty obligations, which shall remain with the Contractor.
- 4.8.5.** All deliveries shall be made during Normal Business Hours, which may vary for each Purchasing Entity of each Participating State.
- 4.8.6.** It shall be the responsibility of the Contractor to be aware of the delivery days and receiving hours for each Purchasing Entity.
- 4.8.7.** The Purchasing Entity shall not be responsible for any additional charges, should the Contractor fail to observe specific delivery days and receiving hours.
- 4.8.8.** The Purchasing Entity shall establish the delivery days and delivery hours at the time of Order placement.
- 4.8.9.** All deliveries, with the exception of drop-shipped or desktop Products, shall be made to the interior location specified by the Purchasing Entity. Specific delivery instructions will be noted on the Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Contractor. If damage does occur, it is the responsibility of the Contractor to immediately notify the Purchasing Entity placing the Order.
- 4.8.10.** Products shall be packaged and labeled so as to satisfy all legal and commercial requirements applicable for use by any Purchasing Entity, and shall include, without limitation and if applicable, OSHA material safety data sheets, and shall conform to all statements made on the label.

4.8.11. Packages that cannot be clearly identified may be refused and/or returned at no cost to the Purchasing Entity.

4.8.12. **Laws and Regulations.** Any Products and Services offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

#### 4.9. **Equipment Installation Requirements**

4.9.1. Prior to Order acceptance, Contractor must advise Purchasing Entity of any specialized installation and site requirements for the delivery and installation of Device. This information should include, but is not limited to, the following:

- a) Air conditioning;
- b) Electrical;
- c) Special grounding;
- d) Cabling;
- e) Space;
- f) Humidity and temperature limits; and
- g) Other considerations critical to the installation.

4.9.2. The Purchasing Entity shall be responsible for furnishing and installing any special wiring or dedicated lines.

4.9.3. Network installation shall include configuration of the Device for the proper network protocols, and installation of the appropriate print drivers on up to five (5) computers per Device, or as otherwise specified in a Participating Addendum.

4.9.4. If applicable, all Devices must be set-up with Preventative Maintenance notifications turned on, and with the most environmentally responsible defaults enabled, including Energy Star saving settings.

4.9.5. Contractor may charge for excessive installation requirements, including rigging, access alterations, and access to non-ground floors via stairs. Any such excessive installation charges must be quoted to the Purchasing Entity prior to the signature of any Order, and shall be based on the actual expenditures of Contractor or Authorized Dealer.

4.9.6. Contractor or Authorized Dealers shall affix a label or a decal to the Device at the time of installation that shows the name, address, and telephone number of Contractor or Authorized Dealer responsible for warranty Service of the Equipment.

4.9.7. Contractor shall clean-up and remove all debris and rubbish resulting from their work as required by the Purchasing Entity. Upon completion of the work, the premises shall be left in good repair and in an orderly, neat, clean, and unobstructed condition.

#### 4.10. **Inspection and Acceptance**

4.10.1. All Products are subject to inspection at reasonable times and places before Acceptance.

4.10.2. If the Product does not meet the standard of performance during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met. Upon rejection, the Contractor will have fifteen (15) calendar days to cure the standard of performance issue(s). If after the cure period, the Product still has not met the standard of performance, the Purchasing Entity may, at its option:

- a) Declare Contractor to be in breach and terminate the Order;
- b) Demand replacement Product from Contractor at no additional cost to Purchasing Entity; or,
- c) Continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor. Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section. No Product shall be deemed Accepted and no charges shall be paid until the standard of performance is met.

**4.10.3.** Purchasing Entity shall confirm delivery, installation and Acceptance of all Products covered by each purchase or lease Order, by signing a Delivery and Acceptance Certificate (D&A), as referenced in Exhibit B (Sample D&A Certificate), which shows Acceptance of the Product(s) and allows Contractor to invoice for the Product(s).

**4.10.4.** Purchasing Entity agrees to sign and return the D&A to Contractor (which, at mutual agreement, may be done electronically) within five (5) Business Days after any Product is installed, or as otherwise stated in a Participating Addendum.

**4.10.5.** Failure to sign the D&A or reject the Product(s) within the foregoing five (5) day period shall be deemed as Acceptance by the Purchasing Entity; however, it does not relieve the Contractor of liability for material (nonconformity that substantially impairs value) defects subsequently revealed when Products are put to use. Acceptance of such Products may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor shall be liable for any resulting expense incurred by the Purchasing Entity in relation to the preparation and shipping of Product(s) rejected and returned, or for which Acceptance is revoked.

**4.10.6. Transfer of Title**

- a) Contractor shall have exclusive title to the Products being delivered and the Products shall be free and clear of all liens, encumbrances, and security interests. Title to the Device shall only pass to the Purchasing Entity upon:
  - i) Purchasing Entity up-front purchase of the Device;
  - ii) Purchasing Entity exercising the purchase option at the end of a Fair Market Value Lease;
  - iii) Upon expiration of a Purchasing Entity's \$1 Buyout Lease; or
  - iv) Purchasing Entity has secured Third Party financing and the Purchasing Entity is making payment directly to the Contractor.
- b) Transfer of title to the Product shall include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license shall be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

**4.10.7.** If any Services do not conform to Contract requirements, the Purchasing Entity may require the Contractor to perform the Services again in conformity with Contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and reduce the Contract price to reflect the reduced value of Services performed.

**4.11. Warranty Requirements**

**4.11.1.** The Warranty period shall begin upon Acceptance of the Products, and shall be for a minimum of ninety (90) days for purchase or leased Equipment.



- 4.11.2.** Contractor shall also offer a 1-year warranty, and in some cases, a 3-year warranty, for select imagePROGRAF, imageCLASS, and imageFORMULA Devices.
- 4.11.3.** Contractor shall also offer an eCarePAK program for the Devices listed in §4.11.2. The additional service coverage that this program offers includes covered parts and labor, as well as helpdesk support for triaging issues. For desktop Devices covered under the eCarePAK program, Contractor shall also offer Advanced Exchange Replacement services, which allows for quick and easy Device replacement by mail should any covered Device become inoperable.
- 4.11.4.** Devices that are sold under this Master Agreement will come with the standard features as published on the Manufacturers website, and will not deviate from the stated specifications.
- 4.11.5.** Products shall be in good working order, free from any defects in material and workmanship, and fit for the ordinary purposes they are intended to serve.
- 4.11.6.** If defects are identified, per mutual agreement of Contractor and the Purchasing Entity, Contractors obligations shall be limited solely to the repair or replacement of Products proven to be defective upon inspection.
- 4.11.7.** Replacement of Products shall be on a like-for-like basis and shall be at no cost to the Purchasing Entity.
- 4.11.8.** Repair of defective parts and/or Devices shall be at no cost to the Purchasing Entity.
- 4.11.9.** Upon significant failure of a Product, the warranty period shall commence again for the same amount of time as specified in §4.11.1. Significant failure shall be determined by the Participating State.
- 4.11.10.** Contractor warranty obligations shall not apply if:
- a) Product is installed, wired, modified, altered, or serviced by anyone other than Contractor and/or their Authorized Dealer;
  - b) If a defective or non-Contractor authorized Accessory, Supply, software, or part is attached to, or used in the Device; and
  - c) The Device is relocated to any place where Contractor Services are not available.
- 4.11.11.** Contractor agrees to perform its Services in a professional manner, consistent with applicable industry standards.
- 4.11.12.** It will be at the discretion of each Participating State or Entity to negotiate additional warranty requirements with the Contractor.
- 4.11.13. Lemon Clause**
- a) This clause shall apply to all Devices that are purchased or leased under this Master Agreement.
  - b) This clause shall not apply if Supplies are used in the Devices that were not manufactured, provided, or authorized by the Contractor.
  - c) The application period is thirty-six (36) months from the date of Acceptance.

- d) This clause shall take precedence over any other warranty or Services clauses associated with this Master Agreement, or as specified by a Participating State or Entity in their Participating Addendum.
- e) A Purchasing Entity must maintain an uninterrupted Maintenance Agreement on all purchased Devices in order for this clause to apply past the initial ninety (90) day warranty.
- f) Any Device that fails (except due to operator error) to function in accordance with the Manufacturer's published performance specifications, four (4) times in any four (4) week period and/or is subject to recurring related problems, shall be replaced with a like-for-like (i.e. similar usage, remaining useful life etc.) Device that meets or exceeds the requirements of the original Device, at no cost to the Purchasing Entity.

#### **4.12. Customer Service**

- 4.12.1. Key Personnel.** Contractor shall ensure that staff has been allocated appropriately to ensure compliance with this Master Agreement and subsequent Participating State or Entity requirements and that the individuals occupying the Key Personnel positions have adequate experience and knowledge with successful implementation and management of a national cooperative contract. Contractor shall ensure that there is always a single point of contact for the following positions:
- a) **Master Agreement Contract Administrator** - the Lead State's primary contact in regards to Contract negotiations, amendments, Product and Price List updates, and any other information or documentation relating to this Master Agreement;
  - b) **NASPO ValuePoint Reporting Contact** - Responsible for submitting quarterly reports and the quarterly Administrative Fee to the appropriate personnel;
  - c) **Master Agreement Marketing Manager** - Responsible for marketing this Master Agreement, as well as creating Participating State websites, and ensuring that all uploaded data and content is current; and
  - d) **National Service Manager** - Responsible for overseeing the Regional Service Managers, Field Service Technicians, training, and inside Service operations. This position works with the Lead State Contract Administrator to ensure contractual obligations are met, while providing leadership for the Contractor's operations, as well as strategic planning of the Service department.
- 4.12.2.** Contractor shall provide a single point of contact for each Participating State, who will handle any questions regarding the Products provided, as well as pricing, delivery, billing, status of Orders, customer complaints and escalated issues.
- 4.12.3.** Contractor shall provide full Service and support for Products during Normal Business Hours.
- 4.12.4.** Contractor shall have a designated customer service team who will be available by phone (via local or toll free number), fax, or email during Normal Business Hours.
- 4.12.5.** Customer service representatives shall have online access to account information and will respond to inquiries concerning the status of Orders (shipped or pending), delivery, back-orders, pricing, Product availability, Product information, and account and billing questions.

### **5. ADMINISTRATION OF ORDERS**

#### **5.1. Ordering and Invoicing Specifications**

- 5.1.1.** Master Agreement Order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

- 5.1.2.** Contractor shall accept procurement credit cards as a form of payment from Purchasing Entity, with no additional charge or fee assessed.
- 5.1.3.** Contractor shall provide a centralized billing option, upon request, and at the discretion of a Participating State or Entity.
- 5.1.4.** Authorized Dealers may invoice the Purchasing Entity directly, unless otherwise specified in a Participating Addendum.
- 5.1.5.** Contractor and/or Authorized Dealers may charge the Purchasing Entity a re-stocking fee for any Products that are not accepted. The amount of the fee shall be the lesser of 10% of the purchase price, or \$200.00, unless otherwise specified in a Participating Addendum.
- 5.1.6.** Contractor may bill property tax separately or as otherwise indicated in a Participating Addendum or an Order.
- 5.1.7.** Contractor and/or Authorized Dealers may estimate meter reads if a Purchasing Entity fails to submit the required information within the specified time-frame.
- 5.1.8.** This Master Agreement permits Purchasing Entities to define project-specific requirements and informally compete the requirement among other contractors having a NASPO ValuePoint Master Agreement, on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to Purchasing Entity rules and policies. The Purchasing Entity may, in its sole discretion, determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.
- 5.1.9.** Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of Products, and/or Services contemplated by this Master Agreement.
- 5.1.10.** Contractor shall not begin work without a valid purchase order or other appropriate commitment document compliant with the law of the Purchasing Entity.
- 5.1.11.** Orders must be placed consistent with the terms of this Master Agreement, and only during the term of this Master Agreement.
- 5.1.12.** All Orders pursuant to this Master Agreement, at a minimum, shall include:
  - a)** Name of Purchasing Entity;
  - b)** The name, phone number, and address of the Purchasing Entity representative;
  - c)** Order date;
  - d)** Description of the Product and/or Service ordered;
  - e)** Model number;
  - f)** Serial number;
  - g)** Price;
  - h)** This Master Agreement number; and
  - i)** Any additional information required by the Participating Entity.

- 5.1.13.** All software Orders must reference the Manufacturer's most recent release or version of the Product, unless the Purchasing Entity specifically requests a different version.
- 5.1.14.** All communications concerning administration of Orders placed shall be furnished solely to the authorized individual within the Purchasing Entity's location, or to such other individual identified in writing in the Order.
- 5.1.15.** Contractor shall not issue an invoice until the Purchasing Entity has confirmed Acceptance, per §4.10.3.
- 5.1.16.** Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.
- 5.1.17. Internet-based Portal and Electronic Catalogs.** If Contractor provides the ability to place an Order through an internet-based portal or electronic catalog, then Contractor shall maintain all necessary hardware, software, backup-capacity and network connections required to operate that internet-based portal or electronic catalog. In addition, Contractor shall adhere to the following requirements:
- a) The internet-based portal or electronic catalog shall clearly designate that the Products are part of this NASPO ValuePoint Master Agreement, and shall link to the Participating State or Entity's designated web location;
  - b) All Environmentally Preferable Products (EPP) shall be clearly listed;
  - c) If the Contractor's electronic catalog will either be hosted on or accessed through the Participating State's eCommerce system, then Contractor shall comply with all policies, procedures and directions from the Participating State or Entity in relation to hosting its catalog on or making its catalog accessible through that system;
  - d) All information made available through the Participating State or Entity's eCommerce system is accurate and complies with this Master Agreement and the Participating Addendum; and
  - e) Paper catalogs or catalogs on other digital media must be supplied to the Participating State or Entity upon request.
- 5.1.18.** Substitutions are not allowed. If an ordered Product is out-of-stock, Contractor shall notify the Purchasing Entity and request approval before substituting for the out-of-stock item. Contractor's request to substitute shall explain how the substituted Product compares with the out-of-stock item. Any substitute Product offered must be on this Master Agreement Price List.
- 5.1.19.** Notwithstanding the expiration or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery Order arrangement priced against this Master Agreement, may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery Order agreement.
- 5.1.20.** Contractor's process for resolving disputed invoices, issuing refunds and/or credit, and addressing over-payments as well as Product returns is as follows:
- a) Purchasing Entity shall contact the Contractor via email or the 800 customer service number provided on the invoice;

- b) If the Customer Service team is not able to resolve the issue, then the call will be escalated to the Master Agreement Contract Administrator;
- c) If Contractor agrees to Purchasing Entity's dispute, the Purchasing Entity's account shall be credited. If the Master Agreement Contract Administrator does not agree with the Purchasing Entity's dispute, then the Purchasing Entity can request further review by the Director of Bids and Administration.

In all instances of dispute resolution, the Purchasing Entity may contact the Participating State Contract Administrator, or the Lead State for assistance in resolving the dispute.

## **5.2. Payment**

Payment for completion of a Contract Order is normally made within thirty (30) days following the date the entire Order is delivered or the date a correct invoice is received, whichever is later. After forty-five (45) days, the Contractor may assess overdue account charges up to a maximum rate of one (1) percent per month on the outstanding balance.

## **6. GENERAL PROVISIONS**

### **6.1. Insurance**

- 6.1.1.** Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option; result in termination of its Participating Addendum.
- 6.1.2.** Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:
  - a) Commercial General Liability covering premises operations, Independent Contractors, Products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence, \$2 million general aggregate, \$2 million Products and completed operations aggregate and \$50,000 and any one fire. If any aggregate limit is reduced below \$2,000,000 because of claims made or paid, the Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the Participating Entity, a certificate or other document satisfactory to the Participating Entity, showing compliance with this provision.
  - b) Cyber Liability covering claims and losses with respect to network, internet (Cloud) or other data disclosure risks (such as data breaches, releases of Confidential Information, unauthorized access/use of information, and identity theft) with minimum limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
  - c) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.
  - d) Automobile Liability covering any auto (including owned, hired and non-owned), with a minimum limit of \$1,000,000 each accident combined single limit.
- 6.1.3.** Contractor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that the insurer not revoke them until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Purchasing Entity and Participating Entity by the Contractor.

- 6.1.4.** Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that:
- a) Names the Participating States identified in the Request for Proposal as additional insured's, and;
  - b) Provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, the Participating Entity's rights and Contractor's obligations are the same as those specified in the first sentence of this subsection. Before performance of any Purchase Order issued after execution of a Participating Addendum authorizing it, the Contractor shall provide to a Purchasing Entity or Participating Entity who requests it the same information described in this subsection.
- 6.1.5.** Contractor shall furnish to the Lead State, Participating Entity, and, on request, the Purchasing Entity copies of certificates of all required insurance within seven (7) calendar days of the execution of this Master Agreement, the execution of a Participating Addendum, or the Purchase Order's effective date and prior to performing any work. The insurance certificate shall provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all states); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of the requirement for notice of cancellation. Copies of renewal certificates of all required insurance shall be furnished within fifteen (15) days after any renewal date. These certificates of insurance must expressly indicate compliance with each insurance requirement specified in this section. Failure to provide evidence of coverage may, at sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.
- 6.1.6.** Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Order.

**6.2. Records Administration and Audit**

- 6.2.1.** The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or Orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any Order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.
- 6.2.2.** Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of this Master Agreement or Orders, or underpayment of fees found as a result of the examination of the Contractor's records.
- 6.2.3.** The rights and obligations herein right exist in addition to any quality assurance obligation in this Master Agreement requiring the Contractor to self-audit Contract obligations and that permits the Lead State to review compliance with those obligations.

### **6.3. Confidentiality, Non-Disclosure, and Injunctive Relief**

**6.3.1. Confidentiality.** Contractor acknowledges that it and its employees or Authorized Dealers may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity's or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or Authorized Dealers in the performance of this Master Agreement, including, but not necessarily limited to:

- a) Any Purchasing Entity's records;
- b) Personnel records;
- c) Information concerning individuals is Confidential Information of Purchasing Entity. Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that:
  - i) Is or becomes (other than by disclosure by Contractor) publicly known;
  - ii) Is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement;
  - iii) Is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement;
  - iv) Is obtained from a source other than Purchasing Entity without the obligation of confidentiality;
  - v) Is disclosed with the written consent of Purchasing Entity; or
  - vi) Is independently developed by employees, Dealers or Subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

**6.3.2. Non-Disclosure.** Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and Distributors of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

**6.3.3. Injunctive Relief.** Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal

remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

**6.3.4. Purchasing Entity Law.** These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

**6.3.5.** The rights granted to Purchasing Entities, and the Contractor obligations under this section shall also extend to the cooperative's Confidential Information, defined to include Participating Addenda, as well as Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to §6.2, **Records Administration and Audit**. To the extent permitted by law, Contractor shall notify the Lead State of any entity seeking access to the Confidential Information described in this subsection.

#### **6.4. License of Pre-Existing Intellectual Property**

Contractor grants to the Purchasing Entity a non-exclusive, perpetual, irrevocable, unlimited license to use the Intellectual Property and its derivatives, embodied in any Products delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property") solely to the extent as necessary for the Purchasing Entity to use the Products as contemplated by this Master Agreement. The license shall be subject to any third party rights in the Pre-existing Intellectual Property. Contractor shall obtain, at its own expense, on behalf of the Purchasing Entity, written consent of the owner for the licensed Pre-existing Intellectual Property. Notwithstanding the foregoing, no license to use any software Products is granted other than as provided in the developer's end-user license agreement therefor.

#### **6.5. Public Information**

This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

#### **6.6. Assignment/Subcontracts**

**6.6.1.** Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

**6.6.2.** The Lead State reserves the right to assign any rights or duties, including written assignment of Contract administration duties to NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint.

#### **6.7. Changes in Contractor Representation**

The Contractor must notify the Lead State of changes in the Contractor's Key Personnel, in writing within ten (10) calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed in the Contractor's proposal.

#### **6.8. Independent Contractor**

**6.8.1.** Contractor shall perform duties as an Independent Contractor, and not as an employee. Neither the Contractor nor any employee or Authorized Dealer of the Contractor, shall be or deemed to be an employee of the Lead State, NASPO ValuePoint, and/or any Participating State or Entity.

**6.8.2.** Contractor acknowledges that its employees are not entitled to unemployment insurance benefits unless the Contractor or a Third Party provides such coverage, and that the Lead State, NASPO



ValuePoint and any Participating State or Entity does not pay for or otherwise provide such coverage.

**6.8.3.** Contractor shall have no authority to bind the Lead State, NASPO ValuePoint and any Participating State or Entity to any agreements, liability, or understanding except as may be expressly set forth in this Master Agreement, Participating Addendum or an Order.

**6.9. Force Majeure**

Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war, which is beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of this Master Agreement.

**6.10. Defaults and Remedies**

**6.10.1.** The occurrence of any of the following events shall be an event of default under this Master Agreement:

- a) Nonperformance of contractual requirements; or
- b) A material breach of any term or condition of this Master Agreement; or
- c) Any certification, representation or warranty by Contractor in this Master Agreement that proves to be untrue or materially misleading; or
- d) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
- e) Any default specified in another section of this Master Agreement.

**6.10.2.** Upon the occurrence of an event of default, Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of thirty (30) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part, if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis.

**6.10.3.** If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and Lead State shall have the right to exercise any or all of the following remedies:

- a) Exercise any remedy provided by law;
- b) Terminate this Master Agreement and any related Contracts or portions thereof;
- c) Impose liquidated damages as provided in this Master Agreement;
- d) Suspend Contractor from being able to respond to future Solicitations;
- e) Suspend Contractor's performance; and
- f) Withhold payment until the default is remedied.

**6.10.4.** Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in this Master Agreement, in addition to those set forth in its Participating Addendum.

**6.10.5.** Unless otherwise specified in an Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

**6.11. Waiver of Breach**

Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or an Order.

**6.12. Debarment**

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (Contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

**6.13. Indemnification**

**6.13.1.** The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, and Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable, from and against claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to property arising from act(s), error(s), or omission(s) of the Contractor, its employees or Subcontractors or volunteers, at any tier, relating to the performance under this Master Agreement.

**6.13.2. Indemnification – Intellectual Property.** The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim").

**6.13.3.** The Contractor's obligations under this section shall not extend to any combination of the Product with any other Product, system or method, unless the Product, system or method is:

- a) Provided by the Contractor or the Contractor's subsidiaries or affiliates;
- b) Specified by the Contractor to work with the Product;
- c) Reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available Product, system or method capable of performing the same function; or
- d) It would be reasonably expected to use the Product in combination with such Product, system or method.

**6.13.4.** The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the

Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

#### **6.14. No Waiver of Sovereign Immunity**

**6.14.1.** In no event shall this Master Agreement, any Participating Addendum or any Contract or any Purchase Order issued thereunder, or any act of a Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

**6.14.2.** This section applies to a claim brought against the Participating State only to the extent Congress has appropriately abrogated the Participating State's sovereign immunity and is not consent by the Participating State to be sued in federal court. This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

#### **6.15. Governing Law and Venue**

**6.15.1.** The laws of the Lead State shall govern the construction and effect of this Master Agreement. Venue for any administrative or judicial action relating to this Master Agreement shall be in the City and County of Denver, Colorado.

**6.15.2.** The construction and effect of any Participating Addendum or Order against this Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

**6.15.3.** If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): The Lead State for claims relating to the procurement, evaluation, award, or Contract performance or administration if the Lead State is a party; the Participating State if a named party; the Participating Entity state if a named party; or the Purchasing Entity state if a named party.

#### **6.16. Assignment of Antitrust Rights**

Contractor irrevocably assigns to a Participating Entity any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any Goods or Services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.



#### **6.17. Contract Provisions for Orders Utilizing Federal Funds**

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-

**Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.**

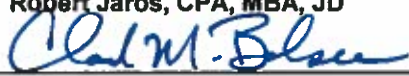
**THE PARTIES HERETO HAVE EXECUTED THIS MASTER AGREEMENT**

**\* Individual signing for Contractor hereby swears and affirms that they are authorized to act on Contractor's behalf and acknowledge that the Lead State is relying on their representations to that effect.**

<p><b>CONTRACTOR</b> Canon U.S.A., Inc.</p> <p>By: Shinichi Yoshida Title: Executive Vice President and General Manager</p> <p>By: <u></u> *Signature</p> <p>Date: <u>7/29/19</u></p>	<p><b>STATE OF COLORADO</b> Jared S. Polis, Governor Department of Personnel &amp; Administration State Purchasing &amp; Contracts Office Kara Veitch, Executive Director</p> <p>By: <u></u> John Chapman, State Purchasing Manager</p> <p>Date: <u>Aug 1, 2019</u></p>
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**ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

**CRS §24-30-202 requires the State Controller to approve all State Contracts. This Master Agreement is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any Goods and/or Services provided hereunder.**

<p><b>STATE CONTROLLER</b> Robert Jaros, CPA, MBA, JD</p> <p>By: <u></u></p> <p>Date: <u>8/8/19</u></p>
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## **EXHIBIT A, PRICE LISTS**

**Group A** (posted as separate file)

**Group B** (posted as separate file)

**Group C** (posted as separate file)

**Group D** (posted as separate file)

**Group E** (posted as separate file)

**Group F** (posted as separate file)

**MPS** (posted as separate file)

**Software** (posted as separate file)

**Accessories for Discontinued Base Units** (posted as separate file)

**EXHIBIT B, SAMPLE D&A CERTIFICATE**

**NASPO VALUEPOINT MASTER AGREEMENT NO. 140595  
AND THE STATE OF Insert Name of Participating State PARTICIPATING  
ADDENDUM NO.  
WITH Canon U.S.A., Inc.**

**To:** Insert Name of Contractor or Authorized Dealer

Pursuant to the provisions of the Master Agreement and Participating Addendum, Purchasing Entity hereby certifies and warrants that (a) all Equipment described in the Order has been delivered and installed; (b) Purchasing Entity has inspected the Equipment, and all such testing as it deems necessary has been performed by Purchasing Entity and/or Contractor to the Satisfaction of Purchasing Entity; and (c) Purchasing Entity accepts the Equipment for all purposes of the Order.

**Insert name of Purchasing Entity**

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

**Title:** \_\_\_\_\_

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

## EXHIBIT C, SAMPLE MPS STATEMENT OF WORK

<b>Agency/Customer:</b>		<b>Contractor:</b>	
<b>Contact Name:</b>		<b>Contact Name:</b>	
<b>Address:</b>		<b>Address:</b>	
<b>Email:</b>		<b>Email:</b>	
<b>Phone:</b>		<b>Phone:</b>	
<b>Fax:</b>		<b>Fax:</b>	
		<b>Contractor website:</b>	
<b>Print Assessment Date:</b>		<b>Period of Performance:</b>	
<b>Statement of Work must incorporate the following documents:</b>			
NASPO ValuePoint Master Agreement # 140595			<i>[Imbed document here]</i>
Participating Addendum # _____			<i>[Imbed document here]</i>
Contractor's Print Assessment			<i>[Imbed document here]</i>

**Statement of Work, at a minimum, must include the following elements:**

- 1. Introduction:**  
*Describe your current environment. What is your inventory, including owned, rented, or leased Devices?*
  
- 2. Scope:**  
*Include Project scope (i.e. single-function, multi-function printers etc.) and software*
  
- 3. Out of Scope:**  
*This Project does not cover the following functions or deliverables:*
  
- 4. Objective:**  
*The main objective of this project is:*  
*System and procedures will be set up to allow:*
  
- 5. Location:**  
*Enter all physical locations of where work will be performed*



**6. Discovery/Assessment:**

*Contractor will be required to discover/assess Purchasing Entity print environment as described below:*

***Deliverables:***

*Describe the deliverables for Discovery/Assessment*

***Checkpoints:***

*Describe the checkpoints for Discovery/Assessment*

**7. Data Security**

*Include description of data security requirements*

**8. Data Breach**

*Describe any data breach requirements*

**9. Equipment Guarantees**

*Describe downtime, on-site service, response time etc. (Note: this section must, at a minimum, adhere to the same requirements as outlined in the Master Agreement and/or Participating Addendum)*

**10. End of Life/Equipment replacement**

*Insert description of end of life/equipment replacement process*

**11. Implementation:**

***Deliverables:***

*Describe the deliverables for Implementation*

***Checkpoints:***

*Describe the checkpoints for Implementation*

***User Acceptance Testing:***

*Describe User Acceptance Testing for Implementation*

***Production Rollout:***

*Describe the Production Rollout for Implementation*

**12. Contractor Staff and Support**

*Describe Contractor staff roles and their availability*

**13. Purchasing Entity Roles and Responsibilities**

*Insert description of Purchasing Entity Roles and Responsibilities including:*

***Contacts:***

Project Manager

End-User Representative

System Administrator

Technical Support

***General and Technical Responsibilities:***

*Insert description of Purchasing Entity Roles and Responsibilities*

**14. Performance Penalties**

*Insert description of Contractor Performance Penalties*

**15. Payment**

*Describe billing cycles and invoice information*

This Agreement is entered into by and between the *[Purchasing Entity]*, located at *[Agency address]* and *[Contractor]* licensed to conduct business in the State of \_\_\_\_\_ ("*Contractor*"), located at *[Contractor address]* for the purpose of providing *Managed Print Services*.

The signatories to this Managed Print Services Agreement represent that they have the authority to bind their respective organizations to this Agreement.

*In Witness Whereof*, the parties hereto, having read this Managed Print Services Agreement in its entirety, including all attachments, have executed this Agreement.

This Agreement is effective this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.  
Initial term of this Agreement is \_\_\_\_\_ year(s) or until \_\_\_\_\_.  
Maximum term of this Agreement is five (5) years, or until \_\_\_\_\_.

Contractor Signature	Date	Purchasing Entity Signature	Date
Contractor or Authorized Dealer Printed Name, Title		Purchasing Entity Printed Name, Title	

**EXHIBIT D, AUTHORIZED DEALERS BY STATE**

**Canon Dealer List (posted as separate file)**

## EXHIBIT E, AUTHORIZED DEALER FORM

**Manufacturer Name:** \_\_\_\_\_

(Check one)

- The Dealer listed below is authorized to provide Products and Services in accordance with the NASPO ValuePoint Copiers and Managed Print Services Master Agreement.
  
- The Dealer listed below will no longer provide Products and Services under the NASPO ValuePoint Copiers and Managed Print Services Master Agreement for the following reason:

State(s) Serviced by Dealer:	
Dealer Name:	
Address:	
Phone (include Toll-Free, if available):	
Contact Person(s):	
Email Address:	
FEIN:	

Signed: \_\_\_\_\_  
(Contractor Representative)

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

Signed: \_\_\_\_\_  
(Authorized Dealer Representative)

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

\_\_\_\_\_  
(Print First and Last Name of Authorized Dealer Representative)

# EXHIBIT F, NASPO VALUEPOINT DETAILED SALES REPORTING TEMPLATE



NASPO ValuePoint  
Detailed Sales Repo

## ATTACHMENT A, CANON LEASE AGREEMENT TERMS AND CONDITIONS

**CFS:** Canon Financial Services, Inc., a New Jersey Corporation, with its place of business at 158 Gaither Drive, Suite 200, Mount Laurel, New Jersey 08054

**CUSTOMER:** political subdivision or agency or other Purchasing Entity under the applicable Participating Addendum

**PRODUCTS:** The Devices, Accessories, parts, software, and/or Supplies being leased by Customer under a Fair Market Value Lease, a \$1 Buyout Lease, a Straight Lease, or a Short-Term Lease, as specified in the applicable Order.

1. **TERM OF LEASE:** Each lease of Products under an Order shall be effective on and commence from the date the Products are delivered to Customer ("Commencement Date"), provided Customer executes CFS' form of acceptance ("Acceptance Certificate") or otherwise accepts the Products as specified herein. The term of each lease shall consist of the initial term specified in the applicable Order and any renewal term(s) if and as applicable. After acceptance of the Products, Customer shall have no right to revoke such acceptance or cancel the lease during the term thereof, except as set forth herein.

2. **RENEWAL OF LEASE; RETURNS OR PURCHASES OF PRODUCTS; BUYOUT TO KEEP/RETURN:** Leases shall not be subject to automatic renewals, except as hereafter provided. With the exception of a \$1 Buyout Lease arrangement, or unless exercising the purchase option on an FMV Lease, Customer shall return the Products at the end of the initial lease term, or at the end of the Renewal Lease Term, or CFS may pick the Products up, without any further financial obligations to Customer.

**FMV Leases:** Upon expiration of the initial lease term, Customer may do one of the following:

- 1) Exercise its purchase option;
- 2) Renew the lease on a month to month basis, or a 12-month basis, at the discretion of Customer, Short-Term Leases excepted; or
- 3) Return the Products to CFS, or have CFS pick the Products up.

**\$1 Buyout Leases:** Upon the expiration of the initial lease term, CFS shall provide title to the Products to the Customer, or as otherwise determined in a Participating Addendum, and Customer shall not be subject to any additional expense in order to assume possession of the Products.

**Straight Leases:** Upon the expiration of the initial lease term, Customer may do one of the following:

- 1) Renew the lease on a month to month basis, or a 12-month basis, at the discretion of Customer; or
- 2) Return the Products to CFS, or have CFS pick the Products up.

**Short-Term Lease:** Upon the expiration of the initial lease term, Customer may do one of the following:

- 1) Renew the rental on a month to month basis, up to a total maximum term of 12 months, including the initial lease term; or
- 2) Return the Products to CFS, or have CFS pick the Products up.

If Customer desires to exercise a purchase, renewal, or return of the Products, it shall give CFS at least thirty (30) days written notice prior to the expiration of such lease term. Notwithstanding anything to the

contrary, if Customer fails to notify CFS of its intent with respect to the exercise of a purchase, renewal, or return of the Products, the initial lease term shall be terminated on the date as stated in the Order and removal of the Product will be mutually arranged, unless otherwise specified in a Participating State or Entity's Participating Addendum.

Notwithstanding the foregoing, if Customer fails to notify CFS at least thirty (30) days prior to lease termination of a digital press Production Device and/or large format printer, then the lease will automatically renew on a month-to-month basis until Customer notifies CFS of its intent. In such a case, the automatic renewal term shall not exceed a maximum of 12 monthly payments. At which point in time, CFS will make arrangements to pick up the Equipment from Customer.

If Customer does not exercise the purchase or renewal option, it will immediately make the Product available to Contractor in as good of condition as when Customer received it, except for ordinary wear and tear.

Product Payments for renewal terms shall never exceed Master Agreement pricing. If Customer enters into a renewal term, then the Product Payment will be subject to the lease rates listed in the most recent Price List(s) posted on the NASPO ValuePoint website.

Customers under FMV or \$1 Buyout Leases shall have a Buyout to Keep Option. Customers under FMV, \$1 Buyout or Straight Leases shall have a Buyout to Return Option. The Buyout to Keep Option price shall be the Remaining Lease Balance (as hereinafter defined). The Buyout to Return Option shall be the Remaining Lease Balance, less the Fair Market Value (as hereinafter defined). Customer must notify the CFS, in writing, at least thirty (30) days in advance, if it wishes to exercise the Buyout to Keep option on an FMV or \$1 Buyout Lease. Customer must notify CFS, in writing, at least thirty (30) days in advance, if it wishes to exercise the Buyout to Return option on an FMV, \$1 Buyout or Straight Lease, and return the Products to CFS in good working condition (ordinary wear and tear excepted).

3. **PAYMENTS:** The first scheduled payment (as specified in the applicable Order), will be due following the Acceptance of the Products, or such later date as CFS may designate. The remaining payments (together with the first scheduled payment, the "Payments") will be due on the same day of each subsequent month, unless otherwise specified in the applicable Order. The Payments are comprised of the principal and interest thereon. Customer's obligation to pay all amounts due for the lease of the Products shall be absolute and unconditional and is not subject to any abatements, set-off, defense or counterclaim for any reason whatsoever.

4. **APPLICATION OF PAYMENTS:** All Payments received by CFS from Customer under this Agreement will be applied to amounts due and payable hereunder chronologically, based on the date of the charge as shown on the invoice for each such amount, and among amounts having the same date in such order as CFS, in its discretion, may determine.

5. **NO CFS WARRANTIES: CUSTOMER ACKNOWLEDGES THAT CFS IS NOT A MANUFACTURER, DEALER, OR SUPPLIER OF THE PRODUCTS. CUSTOMER AGREES THAT THE PRODUCTS ARE LEASED "AS IS" AND IS OF A SIZE, DESIGN AND CAPACITY SELECTED BY CUSTOMER. CUSTOMER ACKNOWLEDGES THAT CFS HAS MADE NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE SUITABILITY OR DURABILITY OF THE PRODUCTS, THE ABSENCE OF ANY CLAIM OF INFRINGEMENT OR THE LIKE, OR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Any warranty with respect to the Products made by the manufacturer, dealer, or supplier is separate from, and is not a part of, the lease of the Products and shall be for the benefit of CFS, Customer and CFS' successors or assignees, if any. So long as Customer is not in breach or default with respect to its lease, CFS assigns to Customer any warranties (including those agreed to between Customer and the manufacturer, dealer, or supplier) which CFS may have with respect to any

item of the Products; provided that the scope and limitations of any such warranty shall be solely as set out in any agreement between Customer and such manufacturer, dealer, or supplier or as otherwise specified in warranty materials from such manufacturer, dealer, or supplier and shall not include any implied warranties arising solely from CFS' acquisition of the Products. CUSTOMER ACKNOWLEDGES THAT NEITHER THE SUPPLIER NOR ANY DEALER IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OF THIS AGREEMENT OR ANY SCHEDULE, OR TO MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THIS AGREEMENT OR THE PRODUCTS ON BEHALF OF CFS.

6. **NON-APPROPRIATION OF FUNDS:** The continuation of any lease agreement will be subject to, and contingent upon, sufficient funds being made available by the Participating State Legislature and/or federal sources. Customer may terminate any such lease agreement, and CFS waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Customer's funding sources are not available.

7. **ACCEPTANCE; DELIVERY:** Customer's acceptance of a Product as provided in the Master Agreement shall conclusively establish that the Equipment has been delivered to and accepted by Customer for all purposes of this Agreement and Customer may not for any reason revoke that acceptance.

8. **LOCATION; LIENS; NAMES; OFFICES:** Customer shall not move the Products from the location specified in the applicable Order except with the prior written consent of CFS. Customer shall keep the Products free and clear of all claims and liens other than those in favor of CFS. Customer's legal name (as set forth in its constituent documents filed with the appropriate governmental office or agency) is as set forth in the applicable Order. The chief executive office address of Customer is as set forth herein. Customer shall provide CFS with written notice at least thirty (30) days prior to any change of its legal name or chief executive office address, and shall execute and deliver to CFS such documents as required or appropriate.

9. **WARRANTY OF BUSINESS PURPOSE; USE; PERSONAL PROPERTY; FINANCING STATEMENTS:** Customer represents and warrants that the Products will not be used for personal, family, or household purposes. Customer shall comply with all laws and regulations relating to the use and maintenance of the Products. Customer shall put the Products only to the use contemplated by the manufacturer or developer. The Products shall remain personal property regardless of whether it becomes affixed to real property or permanently rests upon any real property or any improvement to real property. Customer authorizes CFS (and any third party filing service designated by CFS) to execute and file (a) financing statements evidencing the interest of CFS in the Products (including forms containing a broader description of the Equipment than the description set forth herein), (b) continuation statements in respect thereof, and (c) amendments thereto, and Customer irrevocably waives any right to notice thereof.

10. **INDEMNITY:** Customer shall reimburse CFS for and defend CFS against any claim for losses or injury caused by the Products. This Section shall survive termination of the lease.

11. **MAINTENANCE; ALTERATIONS:** Customer shall at all times maintain and keep in effect a service contract, through one of Contractor's Authorized Dealers under the Master Agreement or by other contractual arrangements, to keep and maintain the Equipment in good working order and to supply and install all replacement parts and accessories when required to maintain the Equipment in good working condition. Customer shall not, without the prior written consent of CFS, make any changes or substitutions to the Equipment. Any and all replacement parts, accessories, authorized changes to and/or substitutions for the Equipment shall become part of the Equipment and subject to the terms of this Agreement.

12. **TAXES; OTHER FEES AND CHARGES:** CUSTOMER SHALL PAY AND DISCHARGE WHEN DUE ALL LICENSE AND REGISTRATION FEES, ASSESSMENTS, SALES, USE AND OTHER TAXES,



AND OTHER EXPENSES AND CHARGES, together with any applicable penalties, interest, and administrative fees now or at any time imposed upon any Products, the Payments, or Customer's performance or non-performance of its obligations hereunder, whether payable by or assessed to CFS or Customer. If Customer fails to pay any such fees, assessments, taxes, expenses or charges as required hereunder, CFS shall have the right but not the obligation to pay those fees, assessments, taxes, expenses and charges, and Customer shall promptly reimburse CFS, upon demand, for all such payments made plus administrative fees and costs, if any. Notwithstanding the generality of the foregoing, Customer shall not be liable for property taxes, which shall be the sole responsibility of CFS.

13. **INSURANCE:** Customer, at its sole cost and expense, shall, during the term hereof including all renewals and extensions, obtain, maintain and pay for (a) insurance against the loss, theft, or damage to the Equipment for the full replacement value thereof, and (b) comprehensive public liability and property damage insurance. All such insurance shall provide for a deductible not exceeding \$5,000 and be in form and amount, and with companies satisfactory to CFS. Each insurer providing such insurance shall name CFS as additional insured and loss payee and provide CFS thirty (30) days' written notice before the policy in question shall be materially altered or canceled. Customer shall pay the premiums for such insurance, shall be responsible for all deductible portions thereof, and shall deliver certificates or other evidence of insurance to CFS. The proceeds of such insurance, at the option of CFS, shall be applied to (a) replace or repair the Equipment, or (b) pay CFS the "Remaining Lease Balance," which shall be the sum of: (i) all amounts then owed by Customer to CFS under the lease; plus (ii) the present value of all remaining Payments for the full term of the lease; plus (iii) except in the case of \$1 Buyout Leases, the Fair Market Value of the Products (as defined herein); plus (iv) any applicable taxes, and any expenses, charges or fees which may be payable as otherwise provided herein or in the Master Agreement or the applicable Participating Addendum. For purposes of determining present value, Payments shall be discounted at three percent (3%) per year. Customer hereby appoints CFS as Customer's attorney-in-fact solely to make claim for, receive payment of, and execute and endorse all documents, checks, or drafts for any loss or damage to Equipment under any such insurance policy. If within ten (10) days after CFS' request, Customer fails to deliver satisfactory evidence of such insurance to CFS, then CFS shall have the right, but not the obligation, to obtain insurance covering CFS' interests in the Equipment, and add the costs of acquiring and maintaining such insurance, and an administrative fee, to the amounts due from Customer with respect to the lease. CFS and any of its affiliates may make a profit on the foregoing.

14. **LOSS; DAMAGE:** Customer assumes and shall bear the entire risk of loss, theft of, or damage to the Products from any cause whatsoever, effective upon delivery to the Customer, except that Customer shall be relieved of all risks of loss or damage to the Products during periods of transportation and de-installation. No such loss, theft or damage shall relieve Customer of any obligation with respect to its lease of the Products. If any Equipment is lost or stolen, Customer, at the option of CFS, will (a) replace the same with like equipment in a condition acceptable to CFS and convey clear title to such equipment to CFS (and such equipment will become "Equipment" and be subject to the terms of this Agreement), or (b) pay CFS the Remaining Lease Balance. Upon CFS' receipt of the Remaining Lease Balance, CFS shall transfer the applicable Equipment to Customer "AS-IS, WHERE-IS" without any representation or warranty whatsoever, except for title, and this Agreement shall terminate with respect to such Equipment.

15. **DEFAULT:** Each of the following is a "default" under these lease terms:

- i) Customer fails to pay any Payment within forty-five (45) days (or as otherwise agreed to in a Participating Addendum) of its due date;
- ii) Any representation or warranty made by Customer in these lease terms or in the Master Agreement is false or incorrect and Customer does not perform any of its obligations under these lease terms or in the Master Agreement, and this failure continues for forty-five (45) days (or as otherwise agreed to in a Participating Addendum) after CFS has notified Customer;
- iii) Customer or any guarantor makes an assignment for the benefit of creditors;

- iv) Any guarantor dies, stops doing business as a going concern, or transfers all or substantially all of such guarantor's assets; or
- v) Customer stops doing business as a going concern or transfers all or substantially all of Customer's assets.

16. **REMEDIES:** If Customer defaults on a lease, then CFS, in addition to, or in lieu of, the remedies set forth in the Master Agreement, and Participating Addendum, may do one or more of the following:

- i) Cancel or terminate the Order;
- ii) Require Customer to immediately pay to Contractor, as compensation for loss of Contractor's bargain and not as a penalty, a sum equal to the Remaining Lease Balance.

17. **EXPENSES OF ENFORCEMENT:** Customer shall reimburse CFS for all of its out-of-pocket costs and expenses incurred in exercising any of its rights or remedies hereunder or in enforcing any of the terms of this Agreement, including, without limitation, reasonable fees and expenses of attorneys and collection agencies, whether or not suit is brought. If CFS should bring court action, Customer and CFS agree that attorney's fees equal to twenty-five percent (25%) of the total amount sought by CFS shall be deemed reasonable for purposes of this Agreement.

18. **ASSIGNMENT:** (i) Customer has no right to sell, transfer, encumber, sublet or assign the Product or any lease agreement without Contractor's prior written consent (which consent shall not be unreasonably withheld). (ii) CFS may not sell or assign any portion of CFS' interests in the Products or any Order for leases, without notice to Customer even if less than all the payments have been assigned. In that event, the assignee (the "Assignee") will have such rights as CFS assigns to them, but none of CFS' obligations (CFS will keep those obligations) and the rights of the Assignee will not be subject to any claims, defenses or set offs that Customer may have against CFS.

19. **DATA:** Customer acknowledges that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that Customer may store for purposes of normal operation of the Equipment ("Data"). Customer acknowledges that CFS is not storing Data on behalf of Customer and that exposure or access to the Data by CFS, if any, is purely incidental to the services performed by CFS. CFS does not have an obligation to erase or overwrite Data upon Customer's return of the Products to CFS. Customer shall indemnify CFS, its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising or related to the storage, transmission or destruction of the Data. This section survives termination or expiration of the lease term under the applicable Order. The terms of this section are without limitation of Contractor's obligations with respect to Data under the Master Agreement, the applicable Participating Addendum, and the applicable Order.

20. **MAXIMUM INTEREST; RECHARACTERIZED AGREEMENT:** No Payment is intended to exceed the maximum amount of interest permitted to be charged or collected by applicable laws, and any such excess Payment will be applied to payments due under the applicable Order, in inverse order of maturity, and thereafter shall be refunded. If the lease under any Order is characterized as a conditional sale or loan, Customer hereby grants to CFS, its successors and assigns, a security interest in the Products to secure payment and performance of Customer's obligations under such Order.

21. **UCC-ARTICLE 2A: CUSTOMER ACKNOWLEDGES AND AGREES THAT EACH ORDER IS INTENDED AS A "FINANCE LEASE" AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC 2A") AND THAT CFS IS ENTITLED TO ALL BENEFITS, PRIVILEGES, AND PROTECTIONS OF A LESSOR UNDER A FINANCE LEASE. CUSTOMER WAIVES ITS RIGHTS AS A LESSEE UNDER UCC 2A SECTIONS 508-522.**

22. **WAIVER OF OFFSET:** Each Order shall be a net lease. If the Products are not properly installed, do not operate as represented or warranted, or are unsatisfactory for any reason, Customer shall make

such claim solely against the supplier, dealer, or manufacturer. Customer waives any and all existing and future claims and offsets against any Payments or other charges due under each Order, and unconditionally agrees to pay such Payments and other charges, regardless of any offset or claim which may be asserted by Customer or on its behalf.

23. **AUTHORITY AND AUTHORIZATION:** Customer represents and agrees that (a) Customer is a state or a political subdivision or agency of a state or other eligible Purchasing Entity under the applicable Participating Addendum; (b) that entering into and performance of each Order is authorized under Customer's state laws and Constitution and does not violate or contradict any judgment, law, order, or regulation, or cause any default under any agreement to which Customer is party; and (c) Customer has complied with any bidding requirements and, where necessary, has properly presented each Order for approval and adoption as a valid obligation on Customer's part. Upon request, Customer agrees to provide CFS with an opinion of counsel as to clauses (a) through (c) above, an incumbency certificate, and other documents that CFS may request, with all such documents being in a form satisfactory to CFS.

24. **GOVERNMENT USE:** Customer agrees that the use of the Products are essential for Customer's proper, efficient and economic operation, Customer will be the only entity to use the Products during the term of the applicable Order and Customer will use the Products only for Customer's governmental purposes. Upon request, Customer agrees to provide CFS with an essential use letter in a form satisfactory to CFS as to the preceding sentence.

## ATTACHMENT B, CANON MAINTENANCE TERMS AND CONDITIONS

This document includes additional terms and conditions that apply to Maintenance Agreements for Purchasing Entities (referred to as "You" herein).

### 1. Maintenance.

- 1.1 Authorized Dealer shall provide all routine preventive maintenance and emergency service necessary to keep the Equipment in good working order in accordance with this Agreement and Authorized Dealer's normal practice. Such service shall be performed during Authorized Dealer's local regular business hours (8:00 A.M. to 5:00 P.M. Monday through Friday, except holidays).
- (a) You shall give Authorized Dealer reasonable and safe access to the Equipment to perform on-site service. Authorized Dealer may terminate its maintenance obligations on any Equipment you relocate to a site outside Authorized Dealer's service territory. If, in Authorized Dealer's opinion, any Equipment cannot be maintained in good working order through Authorized Dealer's routine maintenance services, Authorized Dealer may, at its option, (i) substitute comparable Equipment or (ii) cancel any balance of the term of the Maintenance Agreement as to such Equipment and refund the unearned portion of any prepaid charges hereunder. Parts or Equipment replaced or removed by Authorized Dealer in connection with maintenance services will become the property of Authorized Dealer and you disclaim any interest therein.
  - (b) Installation/Implementation of software Products may be at an additional charge, and may be conditioned on a separate statement of work or other document covering the scope and schedule of installation/implementation, configuration options, responsibilities of each party, and other matters, which shall govern as to the matters covered therein. Additional charges may apply for work beyond the initial scope described in such separate document.
  - (c) Support for software Products is provided directly by the respective developers thereof and as set forth in each developer's applicable separate support contract, and is not provided by Authorized Dealer under the Maintenance Agreement except as expressly provided herein. Support for software Products may require separate purchase by you of a support contract. The terms of support contracts for software Products are available from the developers, or will be provided to you by Authorized Dealer upon request.
  - (d) Authorized Dealer shall make available to you from time to time software patches and any updates for software Products and Embedded Software, but only if such patches and updates are provided to Authorized Dealer by the developers of such software Products and Embedded Software. New releases (upgrades) of software Products, and installation/implementation thereof, shall be chargeable to you. You are not required to use Authorized Dealer for installation software patches, updates or upgrades, but if installation is done by anyone other than Authorized Dealer, Authorized Dealer shall have no responsibility for any performance or other issues that may result from such installation.
  - (e) Authorized Dealer shall also use reasonable efforts to provide Level 1 support for the software Products (for all software Products for which separately-priced support contracts are available, Level 1 support shall be provided only if and so long as the support contract for such software Product from the developer has been purchased and remains in effect). Level 1 support consists of (i) providing help-line telephone assistance in operating the software Product and identifying service problems and attempting to troubleshoot any such problems in the software Product; (ii) escalating operating problems to the available developer of the software Product as needed to rectify such problems, including facilitating contact between you and the developer of the software Product as necessary; and (iii) maintaining a log of such problems to assist in tracking the same.
- 1.2 For Equipment under NASPO ValuePoint Groups A & C, the meter shall record a quantity of 2 impressions for any image produced on 11"x17" media.
- 1.3 In the event your toner usage exceeds by more than 10% the published manufacturer specifications for conventional office image coverage, as determined by Authorized Dealer, Authorized Dealer may invoice you for such excess, provided that Authorized Dealer shall not invoice you for excess toner usage as aforementioned unless and until Authorized Dealer has first notified you of the excess toner usage, and until you and Authorized Dealer have consulted in good faith in an attempt to identify the reason(s) for the

excess toner usage and you have had a reasonable opportunity, if practicable, to rectify the excess toner usage. You may purchase additional toner from Authorized Dealer if required during the term of the Maintenance Agreement.

- 1.4 You shall bear all risk of loss, theft or damage to unused consumables, which shall remain Authorized Dealer's property and shall be returned promptly upon termination of the Maintenance Agreement.
- 1.5 Unless otherwise indicated, you authorize Authorized Dealer to use networked features of the Equipment including imageWARE to receive software updates, activate features/new licenses and transmit use and service data accumulated by the Equipment over your network by means of an HTTPS protocol and to store, analyze and use such data for purposes related to servicing the Equipment, providing reports and product improvement. You agree to provide meter readings to Authorized Dealer, in accordance with a meter read option made available by Authorized Dealer. Authorized Dealer may change your meter read options from time to time upon 60-day notice. If Authorized Dealer does not receive timely meter readings from you, you agree to pay invoices that reflect Authorized Dealer's estimates of meter readings. Authorized Dealer reserves the right to verify the accuracy of any meter readings from time to time, and to invoice you for any shortfall in the invoice for the next periodic billing cycle.
2. **Non-Covered Service.** The following services, and any other work beyond the scope of this Agreement are not included within Maintenance: (a) replacement of any consumable supply item not provided as part of toner inclusive service identified on the face page, including, without limitation, paper, toner, ink, waste containers, fuser oil, staples, other media, print heads and puncher dies; (b) repairs necessitated by factors other than normal use including, without limitation, any willful act, negligence, abuse or misuse of the Equipment; the use of parts, supplies or software which are not supplied by Authorized Dealer and which cause abnormally frequent service calls or service problems; service performed by personnel other than Authorized Dealer personnel; use of the Equipment with non-compatible hardware or software components; electrical power malfunction or heating, cooling or humidity ambient conditions; (c) de-installation, re-installation or relocation of Equipment; (d) repairs to or realignment of Equipment, and related training, necessitated by changes you made to your system configuration or network environment; (e) work which you request to be performed outside of Authorized Dealer's regular business hours; or (f) repair of network/system connection device.
3. **Term and Renewal of Maintenance Agreement.** For leased Equipment, the term of the Maintenance Agreement therefor shall be equal to the term of the lease. For purchased Equipment, the term of the Maintenance Agreement shall be as specified on the related Order (provided, that it may not exceed 60 months on Group A, Group B, Group D, Group E and Group F Devices and 84 months on Group C Devices). Maintenance Agreements shall not be subject to automatic renewal; if you desire to renew a Maintenance Agreement, the pricing during the renewal term shall be as determined pursuant to the Master Agreement.
4. **Limited Warranty.** All Equipment is provided with a manufacturer's end user limited warranty from Canon USA, Inc. Authorized Dealer is an authorized Canon service dealer and provides warranty service under the Canon USA limited warranties. All other Products are provided subject to such end user warranties and license terms as are provided by the manufacturer or developer as packaged or otherwise provided with the Listed Items. Authorized Dealer shall upon your request provide to you copies of all such end user warranties and license. SUCH WARRANTIES, TOGETHER WITH WARRANTIES AS PROVIDED IN THE MASTER AGREEMENT AND THE APPLICABLE PARTICIPATING ADDENDUM, ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE USE OR PERFORMANCE OF THE PRODUCTS, AND ALL SUCH OTHER WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. YOU EXPRESSLY ACKNOWLEDGE THAT SUCH WARRANTIES DO NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE PRODUCTS.
5. **LIMITATION OF LIABILITY.** NEITHER AUTHORIZED DEALER NOR CONTRACTOR SHALL BE LIABLE FOR EXPENDITURES FOR SUBSTITUTE EQUIPMENT OR SERVICES, LOSS OF REVENUE OR PROFIT, LOSS, CORRUPTION OR RELEASE OF DATA, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, STORAGE CHARGES OR INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED AND EVEN IF AUTHORIZED DEALER OR CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## ATTACHMENT C, CANON SAMPLE MPS AGREEMENT TERMS AND CONDITIONS

1. **TERM.** The Managed Print Services ("MPS") shall begin on the Start Date and continue for the initial term specified above.
2. **CHARGES.** Authorized Dealer agrees that pricing shall remain firm for the initial terms of the Maintenance Agreement. Upon expiration of the initial contract term, or during any renewal period, Dealer reserves the right to increase the pricing upon thirty (30) days prior written notice, based on any changes to the fleet, or services being delivered, provided these changes are outside the scope of the original statement of work, and provided the pricing does not exceed Master Agreement pricing. If you have selected the Fleet Coverage Plan, the Base Charge, Covered Images and Per Image Charges noted above shall apply to all of the Equipment on the Schedule. If you have selected the Per Unit Coverage Plan, the Base Charge, Covered Images and the Per Image Charges for each unit shall be reflected on the Schedule.
3. **PRIOR ASSESSMENT.** As part of an initial assessment, Authorized Dealer has performed a network and system discovery analysis of your IT environment in which services are to be rendered under this Agreement. Additionally, as part of the initial assessment, Authorized Dealer has used certain discovery tools to identify the components and conditions of your IT environment.
4. **COVERED PRINTERS.** This agreement is intended to provide services for your entire fleet of printers; however, certain models of printers may not be eligible for services under this contract due to age, geographic location or other reasons determined by Authorized Dealer. At Authorized Dealer's discretion, the ineligible printers may be placed under a "Standard Plan" and identified on the associated schedule ("Schedule B") and shall only receive toner cartridges and monitoring services. The "Premier" scope of services as defined in Paragraph 7 covers only the printers identified on the associated schedule ("Schedule A" or "Schedule A-MICR"). The parties may agree to add or remove printers from time to time during the Term by mutual execution of an Authorized Dealer MPS Change Order. Customer shall provide Authorized Dealer a standard device configuration sheet showing the start meter reading of the added printer(s) as of the start date of this contract. Otherwise, Authorized Dealer may compute a start reading for the printer(s) utilizing the current meter reading and subtracting an estimated monthly volume per printer, as determined by Authorized Dealer. In the event Customer acquires additional devices subsequent to the start date of this Agreement, the start meter shall be zero. If the quantity of printers changes during the Term from the original quantity listed on Schedule A, Schedule A-MICR or Schedule B, Authorized Dealer reserves the right to adjust the pricing accordingly.
5. **YOUR RESPONSIBILITIES. As a condition precedent to Authorized Dealer's duties:**
  - (a) The Printers shall meet the "Fit for Service" requirements outlined in the MPS Customer Expectation Document (CED) and shall be in good working condition on the Start Date (as determined solely by Authorized Dealer in its reasonable discretion.)
  - (b) You shall provide Authorized Dealer with an accurate location and printed configuration page for each printer placed under this Agreement. You shall notify Authorized Dealer if you relocate any printers from the address indicated on Schedule A, A-MICR, B or any related Change Order.
  - (c) You shall use only Authorized Dealer-approved parts and supplies for the Printers.
  - (d) You shall have proper electrical and network connections, install, and use Authorized Dealer approved surge protector where appropriate.
  - (e) You shall provide a Key Operator responsible for designated duties in the operator's manual and insure that the proper supplies are being installed and/or used correctly with the printers.
  - (f) You are solely responsible for security of your electronic and other data.
  - (g) You must install and keep the Data Collection Agent ("DCA") installed on your network for networked devices and locally for non-networked devices throughout the Term of this Agreement. If the DCA does not communicate with Authorized Dealer, you agree to provide manual meter readings upon request.
  - (h) You agree that Authorized Dealer may use estimated meter readings if it does not receive timely meter reading on any Printers covered by this Agreement.
  - (i) You shall utilize the Authorized Dealer ordering procedures for adding or deleting printers and ordering Toner Cartridges. You acknowledge that Authorized Dealer will not deliver services or toner for printers not listed on Schedule A, Schedule A-MICR, Schedule B or any related Change Order until you complete the proper ordering procedure to add the printer to the Agreement.
  - (j) You shall provide timely meter readings for any printer not connected to the DCA for any reason.

## ADDITIONAL TERMS AND CONDITIONS

### 6. AUTHORIZED DEALER RESPONSIBILITIES

- (a) Authorized Dealer may tag each Printer initially listed on Schedule A, Schedule A-MICR or Schedule B with an Authorized Dealer Service tag indicating serial # and Authorized Dealer contact information.
- (b) Printers listed on Schedule A, A-MICR and B are provided replenishment of Original Equipment Manufacturer ("OEM") or 3rd Party manufactured toner cartridges, as indicated on Page 1, for exclusive use with the Printers specified on Schedule A, A-MICR and B. The pricing in this agreement is based upon 5% toner coverage for black & white and 20% for color letter size pages. You agree that Authorized Dealer may invoice you for excess usage in the event your actual toner usage exceeds these assumptions by more than 10%. Excess toner charges shall be computed using the expected print volume ("EPV") minus the actual print volume reported. The EPV = actual number of cartridges shipped x the toner yield per cartridge x 90%. You shall bear all risk of loss, theft or damage to unused toner cartridges provided to you under this Agreement, which shall remain Authorized Dealer's property and shall be returned promptly upon termination of this Agreement.
- (c) Authorized Dealer may perform an initial walkthrough of Customer locations covered under this Agreement. Customer shall identify each networked and non-networked device to be covered under this agreement. Authorized Dealer will deliver, install, configure and test its network Data Collection Agent ("DCA") with your IT staff assistance. Authorized Dealer will provide all technical support, updates and maintenance for the DCA.
- (d) You acknowledge that Authorized Dealer's ability to deliver the services is dependent upon your full and timely cooperation with Authorized Dealer, as well as the accuracy and completeness of the information provided by you to Authorized Dealer. If, during the initial three (3) months of the Term, the assumptions used to develop the pricing and any related Statement of Work is found to be incorrect or misstated, the parties agree to meet and in good faith negotiate equitable changes in the scope of work and associated charges. You agree to follow the detailed operational procedures and program guidelines, which are explained in the MPS Customer Expectation Document, which you hereby acknowledge, receipt of at the time of executing this agreement.

### 7. SERVICES. YOU SHALL RECEIVE THE SERVICES DESCRIBED IN THIS PARAGRAPH 7 ONLY FOR THE EQUIPMENT LISTED ON A SCHEDULE A, SCHEDULE A-MICR, CHANGE ORDER FORM A, OR CHANGE ORDER FORM A-MICR . SUCH SERVICES ARE SUBJECT TO THE EXCLUSIONS HERINAFTER DESCRIBED.

### 8. COVERED SERVICES

- (a) Authorized Dealer shall provide all routine preventive maintenance, maintenance kits and emergency service necessary to keep the Printers in good working order in accordance with this Agreement and Authorized Dealer's normal practice. Such service shall be performed during Authorized Dealer's local regular business hours (8:00 A.M. to 5:00 P.M. Monday through Friday, except holidays).
- (b) You shall afford Authorized Dealer full, free and safe access to the Printers to perform on-site service. Authorized Dealer may terminate its maintenance obligations as to any Printers if you relocate it to a site outside Authorized Dealer's authorized service territory. If, in Authorized Dealer's opinion, any Printers cannot be maintained in good working order through Authorized Dealer's routine maintenance services, Authorized Dealer shall, at its option, either (i) substitute comparable Printers or (ii) cancel the balance of any remaining term of this Agreement as to such Printers and refund the unearned portion of any prepaid charges hereunder. Parts replaced or removed by Authorized Dealer in connection with maintenance services hereunder shall become the property of Authorized Dealer and you disclaim any interest therein.

### 9. NON-COVERED SERVICE. You acknowledge that Authorized Dealer shall not have obligations related to i) overhauls and/or reconditioning of printers; ii) printer user errors; (iii) the alteration, modification or customization of any software controlling, used by, installed on or embedded in the Printers; (iv) the service or repair of devices, accessories, power, data or communication lines or other instruments which are external to or otherwise not a component part of the Printers; (v) hard drive removal or (vi) supplying external communications or data transfer lines, paper or other throughput, staples, cassettes, exit trays or other like items or supplies (other than toner cartridges as defined in section 3 ) used or consumed in the normal operations of the Printers ("Excluded Items"). The following services, and any other work beyond the scope of this Agreement, shall be invoiced in accordance with Canon's then current contract pricing:

- (a) replacement of any consumable supply item other than toner;
- (b) repairs necessitated by factors other than normal use including, without limitation, any willful act, negligence, abuse or misuse of the Printers; the use of parts, supplies or software which are not supplied

by Authorized Dealer and which cause abnormally frequent service calls or service problems; service performed by personnel other than Authorized Dealer personnel; transportation of the Printers; accident; use of the Printers with non-compatible hardware or software components; electrical power malfunction or heating, cooling or humidity ambient conditions;

- (c) re-installation or relocation of Printers;
- (d) repairs to or realignment of Printers, and related training, necessitated by changes you made to your system configuration or network environment;
- (e) repairs or service required because of inadequate operation of the Printers (e.g., Authorized Dealer technician is dispatched to rectify a problem described in the operator manual); and
- (f) work that you request to be performed outside of Authorized Dealer's regular business hours.

**10. DATA.** You acknowledge that the hard drive(s) on the Equipment may retain images, content or other data that you may store for purposes of normal operation of the Equipment ("Data"). You acknowledge that Authorized Dealer is not storing Data on your behalf and that exposure or access to the Data by Authorized Dealer, if any, is purely incidental to the services performed by Authorized Dealer. You are solely responsible for the Data. The Canon branded Equipment contains various security features that you can utilize. Upon your request, Authorized Dealer will work with you to provide information regarding your options and offer services to assist you. Please note that Canon offers basic data security options free of charge; however, other optional services may have an additional cost associated. The terms of this Section shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between you and Authorized Dealer could be construed to apply to Data.

**11. TERMINATION.** Either party may terminate this Agreement, with or without cause, by providing thirty (30) days written notice to the other party.



## ATTACHMENT D, CANON SAMPLE MPS CUSTOMER EXPECTATIONS DOCUMENT

1. **Introduction.** This Customer Expectation Document is designed to provide details related to the Canon Managed Print Services ("MPS") Program and to answer commonly asked questions. The terms and conditions of the MPS program can be found in the associated Managed Print Services Agreement.
2. **Program Objectives.** The MPS program is designed to help organizations achieve business efficiencies and cost savings through better management and administration of print environments. Our unique consulting process contemplates collaboration with our customers to identify areas for print optimization, increased productivity and cost savings. Critical to this process is the availability of print volume data from all sources within the print enterprise. The success of the program is dependent on uninterrupted communication with the printers or alternative sources of data capture in order for Authorized Dealer to perform the services and provide accurate and timely billing under the agreement.
3. **Initial Contract Set-up**
  - a) **Start Date.** The contract becomes effective approximately 10 days after the Customer executes the MPS Agreement accompanied by a complete listing of the covered Printers on Schedule A and Schedule B, if applicable. This allows Authorized Dealer ample time to prepare its systems to accept customer calls and begin to provide services.
  - b) **Initial Printer Listing.** Schedule A and B contain all relevant information on each printer initially covered under the MPS Agreement. Printers listed in Schedule B will only be eligible for toner fulfillment and monitoring services. The Customer is responsible for discovering and identifying the required information for all printers to be covered under this agreement. Although Authorized Dealer software tools may help discover devices based on detection of activity, idle units and units with no network connection may not be detected during this discovery process. In the event a customer identifies additional equipment which was mistakenly excluded from the original schedules, additional printers can be added using the Change Order form along with a printed configuration page for each printer added and made retroactive to the start date. Customers who call for services or toner for units not yet added to the contract may be told their printer is not covered since it will not appear in the Authorized Dealer system.
  - c) **"Fit for Service" Requirements.** Prior to the start of the contract, the following must be confirmed:
    - i. Each printer must have a minimum of 25% toner remaining in the cartridge;
    - ii. Each printer must have a minimum of 25% life remaining for other consumable maintenance items (fuser kit, maintenance kit, drums);
    - iii. Any printer displaying a service or supplies alert (error codes, low consumables, etc.) or demonstrating a technical or performance issue (regardless of alert status) must have the condition corrected;
    - iv. Any printer with an image quality issue must have the condition corrected; and
    - v. Any printer inadvertently placed on an MPS contract that does not meet "Fit for Service" requirements, must have the issues promptly remediated or the Printer must be removed from the MPS contract.
  - d) Customers can contact Authorized Dealer Customer Service (see Section 5 below) to purchase the required consumable items (toner cartridge, maintenance kit, fuser kit, drum, etc.) and/or request a service call to remediate technical issues, so the printer can be added to an MPS contract.
  - e) **Tagging.** Each printer initially covered under the agreement may be tagged with an Authorized Dealer Service tag by an Authorized Dealer representative. The tag includes the serial # of the printer, the phone # for service and supplies and other relevant information. The tag should not be removed from the printer during the term of the agreement. Authorized Dealer may mail tags to the customer for placement on the printers for machine additions or remote locations during the term of the contract.
  - f) **Installation of DCA Software.** Authorized Dealer will work with the Customer's IT staff to perform the initial installation of the Data Collection Agent ("DCA") software for networked devices. Additionally, Authorized Dealer may assist the Customer's IT staff to push the local client version of the DCA software for use with any non-networked printers. It is the Customer's responsibility to keep the DCA installed during the term including any reinstallation that may be required because of change in the Customer's infrastructure or environment.

**4. Ordering Procedures**

- a) **Toner.** Printer toner cartridges may be ordered from Authorized Dealer by either calling Customer Service or by placing an on-line order (if applicable). Customers who wish to use on-line ordering must first register through Authorized Dealer's on-line customer portal. Customers will be asked to provide the related serial # or asset tag# located on the asset tag placed on the printer. The maximum toner order is limited to one (1) cartridge per serial#. Authorized Dealer Reserves the right to limit toner shipments based upon print volume/utilization. Canon's Managed Print Services program does not contemplate the provision of "shelf stock" at Customer locations. Customers that require extra toner stored onsite may purchase shelf stock by contacting Customer Service (see Section 5 below).
- b) **Service Calls.** Requests for repair may be placed by either calling Authorized Dealer's Dispatch Center or by placing a service request on-line within the Authorized Dealer's on-line customer portal (if applicable).
- c) **Add/Remove.** Additions or deletions of printers covered under the MPS Agreement are made by executing and submitting an MPS Change Order form indicating the pertinent information on the specific units being added or removed from the agreement or submitting such request on-line within the customer portal (if applicable). Additionally, Customers must provide a printed configuration page from each added or removed unit that provides Authorized Dealer necessary meter, quality and other information necessary to make the change effective. Please note that changes to the printer fleet configuration may impact the price per copy reflected in the contract on a prospective basis.

**5. Customer Service.** For any questions or contract changes, please reference the following contact information:

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

- 6. **Relocations.** If Customers relocate any printers under the agreement, they must promptly notify Authorized Dealer in order to change the location information in the Authorized Dealer database. Customers are responsible for de-installing and reinstalling all relocated printers including installation of the DCA in order to keep the printers communicating with Authorized Dealer. Please note that printers relocated outside of Authorized Dealer's Servicing geography may not be eligible to be covered under this agreement.
- 7. **Meter Collection.** The MPS program is designed to automatically collect periodic meter readings from the printers covered under this agreement using the DCA software program. The DCA program is initially installed on the Customer network for connectivity to networked printing devices. A local DCA program must be installed on individual networked computers in order to communicate with non-networked printers. It is extremely important to keep the DCA software connected in order for Authorized Dealer to capture information in order to provide the services under the MPS Agreement. Customers are responsible to maintain this critical connection that may require reinstallation of the local DCA software when upgrading, replacing or repairing related computers.
- 8. **Fixed Volume.** If Authorized Dealer does not receive timely meter readings from the DCA software or alternatively from the Customer through other means of communication, Authorized Dealer will estimate the usage on the related devices utilizing predetermined average monthly volume information, which are based on Authorized Dealer standard usage rates by model.
- 9. **Toner Usage Reconciliation.** The MPS program includes replenishment of toner cartridges based upon toner page coverage of 5% for black toner and 20% for color toner. Customers who print images with more toner average coverage should expect to pay additional charges. Toner usage reconciliation is done separately for black toner, color toner, and MICR toner. Please see the reconciliation example below:

Toner Manufacturer Yield per Cartridge	3,000
# of Cartridges shipped to Customer*	<u>x 10</u>
Manufacturer Expected Print Volume	30,000
Extra 10% provided by Authorized Dealer	<u>3,000</u>
Authorized Dealer Expected Print Volume	27,000
Actual Print Volume	<u>25,500</u>
Volume Reconciliation	1,500
Price per Page	<u>x \$ .0200</u>
Toner Usage Reconciliation Charge	\$30.00

\* **Note 1:** Certain cartridges for the same models may contain different manufacturer yields.

\* **Note 2:** Cartridge yield associated with "Unused Toner Cartridges" (see definition in Section 12 below)

purchased from Authorized Dealer for purposes of "shelf stock" may be considered during toner reconciliation, when the Actual Print Volume exceeds the Authorized Dealer Expected Print Volume.

10. **Quarterly Review Process.** Customers are entitled to a quarterly review discussion to review expectations, charges, print volume data and recommendations for further optimization of the print environment.
11. **Renewal and End of Term Process**
  - a) The MPS agreement will not automatically renew. If the Customer wishes to renew, then Authorized Dealer shall promptly provide a renewal quote for the renewal period. Upon mutual agreement, a new agreement shall be executed for the renewal term.
  - b) If the Customer does not choose to renew, the Customer may return unused toner cartridges within 30 days of the end of term and Authorized Dealer will adjust the # of cartridges shipped for computing the final toner reconciliation described above.
  - c) Customers must contact Authorized Dealer's Customer Service to obtain return instructions and return authorization # prior to mailing the returned supplies back to Authorized Dealer. In the event Authorized Dealer is unable to obtain a final meter reading from the DCA or other reasonable means, Authorized Dealer will estimate the final meter reading using customer volume history or utilizing the Authorized Dealer standard usage rates by model.
12. **Unused Toner Cartridges.** Unused toner cartridges are defined as the original items shipped to Customers, which:
  - a) were provided to the Customer by Authorized Dealer;
  - b) are in the original box, which is unopened and undamaged;
  - c) the contents (toner cartridges) are sealed and undamaged; and
  - d) are deemed resalable, in Authorized Dealer's sole discretion.
13. **Restocking Fee.** A restocking fee of 10 percent (10%) of the MSRP value shall be charged for all unused toner cartridges returned to Authorized Dealer, unless the returned cartridge is deemed defective or the restocking fee is prohibited by law.
14. **Toner Availability.** Authorized Dealer shall use commercially reasonable efforts to procure toner cartridges for the printer(s) covered by the MPS contract. In the event OEM toner is no longer readily available (discontinued by the manufacturer, restricted distribution, exhausted inventory, etc.) Authorized Dealer shall, at its option, either (i) substitute OEM cartridges with compatible (3rd party) toner cartridges, or (ii) substitute comparable printer(s) at your expense, or (iii) cancel the balance of any remaining term of the MPS contract for the affected printer(s) and refund the unearned portion of any prepaid charges associated with the printer(s).

## ARTICLE II

### **DCA Software & Technical Requirements**

Authorized Dealer must utilize data collection software to provide services under this agreement. Authorized Dealer is responsible to maintain the software, provide updates when necessary, and assist with the initial installation as necessary. The detailed technical information with respect to the Data Collection Agent (DCA) is as follows:

The DCA collects usage data on Products from predefined Management Information Bases (MIBs), using Simple Network Management Protocol (SNMP). For greater security, the DCA initiates communication solely with the Authorized Dealer Data Repository. Communication sessions are conducted via HTTPS (port 443), the universal standard in secure transactions. The DCA sends and receives data in a single hourly session.

Authorized Dealer does not provide root access or local edit access to the DCA and Authorized Dealer does not permit scripts to be run against the DCA.

Customers must provide the following technical information in conjunction with the implementation of the Canon Managed Print Services program. This information is required specifically for the expressed purposes of configuration and implementation of the DCA. Requirements and details below may be subject to change based on modifications to the existing software or a change to the DCA software being utilized.

### **INFORMATION**

#### **DCA Server (must be able to access all subnets with devices under contract)**

Hostname  
IP Address  
Default Gateway  
Fully Qualified Domain Name  
DNS Server (primary and secondary)  
Subnet Mask

#### **Network**

Subnet Range(s)  
**Proxy (if applicable)**  
Proxy Name  
Port Number  
Username / Password (if required)

#### **SNMP**

Public (READ)  
Any non-public SNMP community strings

### **CONFIGURATION**

In addition to the information above to function properly, the DCA requires the following network configuration

Port 80 TCP (outbound access)

Port 443 TCP (outbound access)

SNMP (access to all subnets with devices on contract) Port 161 UDP (access to all subnets with devices on contract)

#### **ADDITIONAL PORTS REQUIRED FOR MDS CLOUD CC AGENT**

- Port 427 UDP (outbound access)
- Port 47545 UDP (outbound access) (Canon Devices)
- Port 47546 TCP (outbound access) (Canon Devices)
- Port 9007 TCP (outbound access) (Canon Devices)
- Port 50700 UDP (inbound access) (Canon Device event notifications)
- Port 11427 UDP (inbound access) (Canon Device power status notifications)
- Port 44301 TCP (inbound access) (Open CC Agent dashboard on network)

### **HARDWARE**

Hardware: Non-dedicated server powered on 24 hours a day, 7 days a week

Network Card: 100mbit or higher

RAM 512 MB or higher

Internet connected browser

### **ADDITIONAL HARDWARE REQUIRED FOR MDS CLOUD CC AGENT**

- Dual Core CPU 2.0GHz or faster
- RAM 4GB or more Recommended 8GB or more
- Available Storage 8GB or more Recommended 35GB or more

### **SOFTWARE**

Computers where the DCA will be installed must meet the following software requirements:

Windows 7, 8, 10, Server 2008 R2, Server 2012, Server 2016 or higher and .NET Framework 3.5 SP1 Including .NET 3.0 and 2.0 Feature enabled

Virtualization software support: The following virtualization software will support the installation:

Microsoft Virtual Server 2005

VMware GSX

### **ADDITIONAL SOFTWARE REQUIRED FOR MDS CLOUD CC AGENT**

- Virtual Environments:

VMware vSphere v6.0/v6.5

Microsoft Hyper-V: Windows Server 2008 R2/Server 2012/Server 2012 R2

- .NET Framework 4.5.2 or higher: <https://www.microsoft.com/en-US/download/details.aspx?id=42643>

- IIS 10.0 Express: <https://www.microsoft.com/en-us/download/details.aspx?id=48264>

- SQL Server Express 2014 SP2 or higher: [https://www.microsoft.com/en-](https://www.microsoft.com/en-US/download/details.aspx?id=53167)

[US/download/details.aspx?id=53167](https://www.microsoft.com/en-US/download/details.aspx?id=53167)

### **COLLECTION INTERVALS FOR MDS CLOUD CC AGENT**

- Errors and alerts – Every 5 minutes while not in sleep mode
- Consumable Supplies (Toner & Paper levels) – Every 60 minutes while not in sleep mode
- Counters – Every 8 hours

### **DATA TRANSMISSION**

The DCA transmits small amounts of data to the central server. This data includes only statistical and alert condition information. **NO IMAGE DATA IS TRANSMITTED.** The following data estimates are provided to assist in the assessment of network impact.

DCA scan, blank IP: 5.2KB

DCA scan, 1 printer: 7.2KB

DCA scan, 1 printer, 254 local IP addresses: 96KB

DCA scan, network of 15 printers, 254 local IP addresses: 125KB

## **ATTACHMENT E, DIGITAL PRESS PRODUCTION AND LARGE FORMAT EQUIPMENT MASTER SERVICES AGREEMENT TERMS AND CONDITIONS**

This Attachment includes additional terms and conditions that apply to Maintenance Agreements for Purchasing Entities (referred to as "Customer" herein) for Océ Production Equipment and Large Format Equipment (referred to as "Equipment" herein). In the event of a conflict between the Canon Maintenance Terms and Conditions set forth in Attachment B and the terms and conditions in this Attachment E, the terms and conditions in this Attachment E shall govern.

### **1. Installation and Site Preparation**

1.1 Authorized Dealer shall install the Equipment at the location identified on the applicable Schedule ("Equipment Location"). Installation shall be deemed complete when the Equipment has been installed and is ready for commercial operation. Customer shall furnish a suitable installation site in accordance with Authorized Dealer's power, environmental, and other requirements. All site preparation, including appropriate space requirements, electrical wiring, air conditioning, required venting or special duct work and necessary permits or approvals, is Customer's responsibility.

1.2 For Software installed at a Customer location, installation shall be determined complete when the Software has been installed and is ready for commercial operation. For all of the Software, installation shall be deemed complete when Customer is provided instructions on how to access and/or download the Software.

### **2. Supplies**

Customer is entitled to the amount of toner/supplies which, on average, covers six percent (6%) of the letter size media unless another coverage rate is specified in an Order. Unless otherwise agreed to in an Order, for cutsheet color products, Customer is entitled to the amount of toner/supplies which, on average, covers ten percent (10%) of the letter size media per color (black counts as a color). Unless specifically agreed to in an Order, supplies do not include staples. Reconciliation for overuse of toner/supplies shall be invoiced to and paid by Customer at the rates in effect at the time of such reconciliation, and will be calculated based on coverage/use.

### **3. Maintenance**

3.1 **Equipment Support:** Authorized Dealer shall provide Customer: (a) Authorized Dealer's standard preventive maintenance services ("PM's"), including labor and replacement parts to be provided Monday – Friday during Authorized Dealer's standard business hours (the length and frequency of periods of time required for preventive maintenance will be determined by Authorized Dealer); (b) corrective maintenance coverage as indicated on the applicable Schedule, including labor and replacement parts (service on Authorized Dealer holidays is available with advance notice to Authorized Dealer and Authorized Dealer shall bill Customer at its then current hourly rates for holiday service) provided that repairs can be performed in the field; and (c) engineering changes, including safety changes, deemed necessary by Authorized Dealer. Preventive maintenance includes testing, adjusting, cleaning and replacement of components scheduled in accordance with the Equipment service specifications. PM's performed on weekends, holidays or between 5PM and 8:00AM (at Customer's request) will be billed at Authorized Dealer's holiday rates according to the Master Agreement Price Lists. If Customer refuses to permit installation of a safety change or removes one already installed, Authorized Dealer may discontinue maintenance support services for all Equipment until the hazard has been corrected. All defective parts removed during maintenance shall become the property of Authorized Dealer. Parts used for repair may be used or remanufactured in accordance with manufacturer's specifications. The Equipment may contain software that allows Authorized Dealer to access the Equipment remotely ("Remote Software"). In such cases, Customer authorizes Authorized Dealer to use the Remote Software to (i) receive software updates and transmit use and service data accumulated by the Equipment over Customer's network by means of an HTTPS (or other) protocol and (ii) store and analyze such data solely for Authorized Dealer's own purposes related to servicing the Equipment and for product improvement.

3.2 Customer shall: (a) provide Authorized Dealer full, free and safe access, subject to Customer's safety and security regulations, to the Equipment for performance of maintenance as deemed necessary by Authorized Dealer; (b) allow Authorized Dealer to store reasonable quantities of maintenance equipment and/or parts on Customer's premises; (c) provide a suitable environment for the Equipment in accordance with manufacturer's environmental requirements; and (d) inform Authorized Dealer promptly of any operating problems

**3.3** Remote Help Desk Support (applicable to cut sheet printers and Software under 5x8 service coverage)

If Customer purchases "Remote Help Desk Support", then the following terms are applicable:

- (a) Authorized Dealer provides Remote Help Desk Support via telephone, to access Authorized Dealer Support Specialists for operator questions, installation support, explanation of maintained software features and functionality, network connectivity questions, and other support issues ("Remote Support"). Remote Support is available Monday – Friday 8:00AM to 8:00PM EST, excluding holidays. By purchasing Remote Support, Customer has unlimited access to the help desk.
- (b) Authorized Dealer will provide Remote Support to those Customer employees who have been issued an ID code providing email/telephone access to the Authorized Dealer Software Support Center. Customer shall be responsible for controlling ID code access and for any unauthorized use of ID codes. ID codes are non-transferable.

**3.4** Services for Additional Charge

- (a) The services listed in this Section are not included as part of Authorized Dealer's remedial or preventive maintenance services: Services for repair of Equipment (including the inkjet heads in Authorized Dealer's printers or the fuser rollers in Authorized Dealer's continuous feed printers) or replacement of parts (including the inkjet heads in Authorized Dealer's printers or the fuser rollers in Authorized Dealer's continuous feed printers ) caused or made necessary, in Authorized Dealer's reasonable discretion, in whole or in part, by: (i) Customer's failure to continually provide a suitable environment in accordance with Authorized Dealer's requirements; (ii) neglect, misuse, or use of the Equipment for purposes other than for which it was designed, or failure to operate the Equipment in accordance with Authorized Dealer's or manufacturer's operating instructions or within manufacturer's specifications; (iii) accident, disaster, including effects of water, wind, lightning, or transportation; terrorism, vandalism or burglary; (d) alterations of Equipment, including any deviation from Equipment design, unless previously authorized in writing by Authorized Dealer; (iv) attachment(s) to the Equipment, including connection of devices not supplied by Authorized Dealer, which cause the Equipment to malfunction, unless previously authorized in writing by Authorized Dealer; (v) Customer's failure to perform or its failure to correctly perform the normal duties of Customer's operators; (vi) the use of any non-Authorized Dealer parts, toner, developer or inks; (vii) the use of forms not in compliance with Authorized Dealer's paper specifications; (viii) maintenance or repair services performed by Customer or a third party without written authorization from Authorized Dealer; or (ix) pre or post processing Equipment disconnected from the printing system to which it was originally installed unless previously authorized in writing by Authorized Dealer. If in Authorized Dealer's reasonable discretion, Equipment has been rendered un-repairable, then Authorized Dealer may refuse to render services under this Agreement and may terminate the appropriate Schedule.
- (b) If repairs or replacements as set forth above are needed due to the causes listed in (a) above, Authorized Dealer's prices to provide any such repair or replacement will: (i) use the published hourly Master Agreement service rates and minimum charges for the service time, which includes travel and waiting time; (ii) use the current parts and material prices; and (iii) travel expenses. All repairs will be governed by the terms of this Agreement, however, Authorized Dealer reserves the right to decline to perform such services.
- (c) Authorized Dealer may withdraw any item of Equipment from maintenance coverage (i) if such Equipment has been removed from the Equipment Location and Authorized Dealer does not offer maintenance services at the new Equipment location; or (ii) if Authorized Dealer declares end of life for such Equipment, and then only with at least ninety (90) days prior written notice. Customer shall pay monthly service charges up to the date of termination. For any prepaid amounts, Authorized Dealer shall refund or credit the pro rata amount of the remaining term from the effective date of termination

## ATTACHMENT F, SAMPLE ECOPY EULA

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December, 2009

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**NUANCE COMMUNICATIONS, INC. SOFTWARE MAINTENANCE AND SUPPORT AGREEMENT**

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- 2. TERM.** This Agreement shall commence on the date ("Commencement Date") which is the initial date of license of the Licensed Software. Unless terminated pursuant to Section 9 below, this Agreement shall be in effect for one (1) year from the Commencement Date, and is included at no additional charge in the price of the Licensed Software purchased from Canon U.S.A., Inc. ("Canon USA") or an authorized office imaging retail dealer of Canon USA ("Dealer"). At the original purchase or prior to the expiration of this one (1) year term, Customer may purchase extended maintenance and support solely from Canon USA or a Dealer. For current extended support prices, please contact Canon USA or a Dealer. Such prices may be changed at any time without notice. No matter when purchased, the term of extended maintenance and support starts upon the expiration date of the term that you have previously purchased. To ensure continued maintenance and support, the extension must be purchased by Customer prior to the expiration of this Agreement. If additional Licensed Software is purchased, this may result in adjustment of the effective term for all supported Licensed Software. Customer may contact the purchase source for the Licensed Software (Canon USA or Dealer) for information about the effective term of support and maintenance. Support outside the scope or term of this Agreement may be provided at the published rates of Therefore Corporation, Canon USA or its Dealers, as the case may be, for time and materials and with Customer assuming all costs, including shipping.
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Including provisions for Third Party Software

-MICROSOFT DATA ACCESS COMPONENTS 2.6 License  
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**8. U.S. GOVERNMENT RESTRICTED RIGHTS.** The Licensed Software and the Documentation are provided subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Licensed Software with Restricted Rights. Use, duplication, or disclosure by the Government is set forth in clause of DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Licensed Software-Restricted Rights clause at 48 CFR 52.227-19, as applicable. The contractor/manufacturer is NT-Ware U.S.A., Inc., 105 Maxess Road, Suite 129 S, Melville, New York 11747.

Company acknowledge that Company have read all of the above terms and conditions, understand them, and agree to be bound by them. Company understand that Dealer is not NT-Ware's agent and is not authorized

to make any representations or warranties on NT-Ware's behalf nor to vary any of the terms or conditions of this License.

**9. THIRD PARTY SOFTWARE.** The Licenses Software uses certain additional 3rd party software components for certain functionalities. These software components are automatically installed with the Licensed Software but are separately licensed by the 3rd party licensors under the following terms. In addition to the terms above, Company acknowledges and agrees to these terms.

- MICROSOFT DATA ACCESS COMPONENTS 2.6 ("MDAC"): The MDAC are a software framework which is being used with uniFLOW for accessing SQL server and other data base systems. They are included with uniFLOW and are automatically installed during the uniFLOW installation process. Without them uniFLOW could not access these data bases.

### MICROSOFT CORPORATION END-USER LICENSE AGREEMENT MICROSOFT DATA ACCESS COMPONENTS 2.6

**IMPORTANT-READ CAREFULLY:** This End-User License Agreement ("EULA") is a legal agreement between you (either an individual or a single entity) and Microsoft Corporation for the Microsoft software product identified above, which includes computer software and may include associated media, printed materials, and "online" or electronic documentation ("Product"). An amendment or addendum to this EULA may accompany the Product. **YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA BY INSTALLING, COPYING, OR OTHERWISE USING THE PRODUCT. IF YOU DO NOT AGREE, DO NOT INSTALL OR USE THE PRODUCT; YOU MAY RETURN IT TO YOUR PLACE OF PURCHASE FOR A FULL REFUND.**

**1. GRANT OF LICENSE. Microsoft grants you the following rights provided that you comply with all terms and conditions of this EULA:**

- a. **Installation and Use.** You may install and use an unlimited number of copies of the Product only for your internal use on your premises. You may make an unlimited number of copies (either in hard copy or electronic form) of any electronic documents included with the Product only for your internal use on your premises.
- b. **Storage/Network Use.** You may also store or install a copy of the Product on a storage device, such as a network server, used only to install or run the Product on your other computers over an internal network.
- c. **Performance or Benchmark Testing.** You may not disclose the results of any benchmark test using the Product to any third party without Microsoft's prior written approval.
- d. **Application Development; Redistribution Rights.** You may use the Product to design, develop, and test your software application products that will add significant and primary functionality to the Product ("Application"). You have a royalty-free right to reproduce and distribute the Product, provided that you comply with the following:
  - i. **General Redistribution Requirements.** You will (a) redistribute, or have third parties redistribute, the Product in its entirety, in object code only, in a single executable file as provided by Microsoft (MDAC\_typ.exe), and only in conjunction with and as a part of an Application; (b) not use Microsoft's name, logo, or trademarks to market your Application without the prior written consent of Microsoft; (c) include a valid copyright notice with your Application; (d) include all copyright and trademark notices contained in the Product; (e) include a copy of this EULA with any Product you distribute; (f) indemnify, hold harmless, and defend Microsoft from and against any claims or lawsuits, including attorneys' fees, that arise or result from the use or distribution of your Application; and
  - ii. **Not permit further distribution of the Product by end users of your Application.** You may direct your Application end users who desire to obtain Product redistribution rights to: <http://www.microsoft.com/data/download.htm>. Microsoft reserves the right to delete the Product download and to change, move, or remove this web page at any time, at its sole option.(ii) **Reservation of Rights.** Microsoft reserves all rights not expressly granted to you in this EULA.

2. **ADDITIONAL SOFTWARE.** This EULA applies to updates or supplements to the original Product provided by Microsoft, unless we provide other terms along with the update or supplement.
3. **TRANSFER. Transfer to Third Party.** The initial user of the Product may make a one-time transfer of the Product to another end user. The transfer has to include all component parts, media, printed materials, this EULA, and if applicable, the Certificate of Authenticity. The transfer may not be an indirect transfer, such as a consignment. Prior to the transfer, the end user receiving the transferred Product must agree to all the EULA terms. No Rental. You may not rent, lease, or lend the Product.
4. **LIMITATION ON REVERSE ENGINEERING, DECOMPIATION, AND DISASSEMBLY.** You may not reverse engineer, decompile, or disassemble the Product, except and only to the extent that it is expressly permitted by applicable law notwithstanding this limitation.
5. **TERMINATION.** Without prejudice to any other rights, Microsoft may cancel this EULA if you do not abide by the terms and conditions of this EULA, in which case you must destroy all copies of the Product and all of its component parts.
6. **CONSENT TO USE OF DATA.** You agree that Microsoft and its affiliates may collect and use technical information you provide as a part of support services related to the Product. Microsoft agrees not to use this information in a form that personally identifies you.
7. **EXPORT RESTRICTIONS. Export-Restricted Encryption.** If the Product is identified as "North America Only Version," the following terms apply: The Product contains strong encryption and cannot be exported outside of the United States (including Puerto Rico, Guam and all other territories, dependencies and possessions of the United States) or Canada without a U.S. Commerce Department export license or an applicable license exception. You agree that you will not directly or indirectly export or re-export the Product (or portions thereof), other than to Canada, without first obtaining an export license or determining that a license exception is applicable. For additional information see <http://www.microsoft.com/exporting/>. **Exportable Encryption.** If the Product is not identified as "North America Only Version," the following terms apply: You agree that you will not export or re-export the Product (or portions thereof) to any country, person or entity subject to U.S. export restrictions. You specifically agree not to export or re-export the Product (or portions thereof): (i) to any country subject to a U.S. embargo or trade restriction; (ii) to any person or entity who you know or have reason to know will utilize the Product (or portions thereof) in the production of nuclear, chemical or biological weapons; or (iii) to any person or entity who has been denied export privileges by the U.S. government. For additional information see <http://www.microsoft.com/exporting/>.
8. **DISCLAIMER OF WARRANTIES.** To the maximum extent permitted by applicable law, Microsoft and its suppliers provide the Product and support services (if any) AS IS AND WITH ALL FAULTS, and hereby disclaim all other warranties and conditions, either express, implied or statutory, including, but not limited to, any (if any) implied warranties, duties or conditions of merchantability, of fitness for a particular purpose, of accuracy or completeness of responses, of results, of workmanlike effort, of lack of viruses, and of lack of negligence, all with regard to the Product, and the provision of or failure to provide support services. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, AND CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT WITH REGARD TO THE PRODUCT.
9. **EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MICROSOFT OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE PRODUCT, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS EULA, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF MICROSOFT OR ANY SUPPLIER, AND EVEN IF MICROSOFT OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
10. **LIMITATION OF LIABILITY AND REMEDIES.** Notwithstanding any damages that you might incur for any reason whatsoever (including, without limitation, all damages referenced above and all direct or general damages),

the entire liability of Microsoft and any of its suppliers under any provision of this EULA and your exclusive remedy for all of the foregoing shall be limited to the greater of the amount actually paid by you for the Product or U.S. \$5.00. The foregoing limitations, exclusions and disclaimers (including Sections 11 and 12 above) shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

**11. NOTE ON JAVA SUPPORT.** THE PRODUCT MAY CONTAIN SUPPORT FOR PROGRAMS WRITTEN IN JAVA. JAVA TECHNOLOGY IS NOT FAULT TOLERANT AND IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE OR RESALE AS ONLINE CONTROL EQUIPMENT IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT MACHINES, OR WEAPONS SYSTEMS, IN WHICH THE FAILURE OF JAVA TECHNOLOGY COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE. Sun Microsystems, Inc. has contractually obligated Microsoft to make this disclaimer.

**12. U.S. GOVERNMENT LICENSE RIGHTS.** All Product provided to the U.S Government pursuant to solicitations issued on or after December 1, 1995 is provided with the commercial license rights and restrictions described elsewhere herein. All Product provided to the U.S. Government pursuant to solicitations issued prior to December 1, 1995 is provided with "Restricted Rights" as provided for in FAR, 48 CFR 52.227-14 (JUNE 1987) or DFAR, 48 CFR 252.227.7013 (OCT 1988), as applicable.

**13. APPLICABLE LAW.** If you acquired this Product in the United States, this EULA is governed by the laws of the State of Washington. If you acquired this Product in Canada, unless expressly prohibited by local law, this EULA is governed by the laws in force in the Province of Ontario, Canada; and, in respect of any dispute which may arise hereunder, you consent to the jurisdiction of the federal and provincial courts sitting in Toronto, Ontario. If this Product was acquired outside the United States, then local law may apply.

**14. COPYRIGHT.** The Product is protected by copyright and other intellectual property laws and treaties. Microsoft or its suppliers own the title, copyright, and other intellectual property rights in the Product. The Product is licensed, not sold.

**15. ENTIRE AGREEMENT.** This EULA, including any addendum or amendment to this EULA which is included with the Product, are the entire agreement between you and Microsoft relating to the Product and the support services (if any), and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Product or any other subject matter covered by this EULA. To the extent the terms of any Microsoft policies or programs for support services conflict with the terms of this EULA, the terms of this EULA shall control.

- **CRYSTAL REPORTS FOR MICROSOFT VISUAL STUDIO 2005:** MS Visual Studio is a development environment that is being used by uniFLOW. Crystal Reports, which is integrated with MS Visual Studio, is being used by uniFLOW for generating printing reports, a core functionality of uniFLOW. Please also refer to <https://support.microsoft.com/en-us/kb/318102>. NT-ware as a developer is licensee of MS Visual Studio and of Business Object Software Limited ("Business Objects"), the supplier of Crystal Reports software. Business Objects permits NT-ware to sub-license certain Crystal Reports Runtime Software to uniFLOW End-Users. Similar to MDAC, Crystal Reports Runtime Software ("Runtime Software") is included with uniFLOW and is automatically installed during the normal installation process.

The following are terms Company agrees to as a condition of its use of the Runtime Software:

The Runtime Software is licensed, not sold, to Company. Company may only use the Runtime Software in conjunction with uniFLOW. Accessing data that is not specifically created or used within the context of a uniFLOW is in violation of this license.

- Company agrees not to alter disassemble, decompile, translate, adapt or reverse-engineer the Runtime Software or the report file (.RPT) format;
- Company agrees not to distribute the Runtime Software with any general-purpose report writing, data analysis or report delivery product or any other product that performs the same or similar functions as Business Objects' product offerings;

- o Company agrees not to use the Runtime Software to create for distribution a product that is generally competitive with Business Objects' product offerings;
- o Company agrees not to use the Runtime Software to create for distribution a product that converts the report file (.RPT) format to an alternative report file format used by any general purpose report writing, data analysis or report delivery product that is not the property of Business Objects; and
- o Company agrees not to use the Runtime Software on a rental or timesharing basis or to operate a service bureau facility for the benefit of third parties.

BUSINESS OBJECTS AND ITS SUPPLIERS AND DISTRIBUTORS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF THIRD PARTY RIGHTS FOR THE RUNTIME SOFTWARE. BUSINESS OBJECTS AND ITS SUPPLIERS AND DISTRIBUTORS SHALL HAVE NO LIABILITY WHATSOEVER UNDER THIS AGREEMENT OR IN CONNECTION WITH THE RUNTIME SOFTWARE.

Business Objects and/or its suppliers retain all right, title and interest in and to the Runtime Software and all copies at all times, regardless of the form or media in or on which the original or other copies may subsequently exist.

Company neither owns nor hereby acquires any claim or right of ownership to the Runtime Software or to any related patents, copyrights, trademarks or other intellectual property. Company agrees to use reasonable efforts to prevent and protect the contents of the Runtime Software from unauthorized disclosure or use. Business Objects and/or its suppliers reserve all rights not expressly granted to Company. Business Objects' suppliers are the intended third party beneficiaries of these terms and have the express right to rely upon and directly enforce the terms set forth herein.

The Runtime Software is copyrighted by Business Objects and/or its suppliers and is protected by United States copyright and patent laws and international treaty provisions.

## **SOFTWARE SUPPORT AND MAINTENANCE AGREEMENT**

This software support and maintenance agreement ("Agreement") by and between the company whose name and address appear in the registration described in Section 1 below ("Company") and NT-Ware U.S.A., Inc. a Delaware corporation ("NT-Ware"), sets forth the terms and conditions under which NT-Ware will furnish updates to and technical support for the licensed software products of NT-ware covered by this Agreement ("Licensed Software").

**1. ELIGIBILITY.** In order for Company to be eligible for maintenance and support services, Company must register online by completing the requested information when prompted during installation. Once Company activates the support services, NT-Ware's support and maintenance database will determine eligibility and the effective term (including the initial term and any extended terms purchased with the initial purchase of Licensed Software) and send confirmation to Company. In case an online registration is not possible, the registration may be completed via e-mail or by fax to the number listed in the registration procedure.

**2. TERM.** This Agreement shall commence on the date ("Commencement Date") which is the date of license of the Licensed Software. Unless terminated pursuant to Section 9 below, this Agreement shall be in effect for one (1) year from the Commencement Date, and is included at no additional charge in the price of the Licensed Software purchased from Canon U.S.A., Inc. ("Canon USA") or an authorized office imaging retail dealer of Canon USA ("Dealer"). At the time of original purchase or prior to the expiration of this one (1) year term, Company may purchase additional years of extended maintenance and support solely from Canon USA or a Dealer. Accordingly, depending on the purchase of extended support, the duration of support will be for a period of up to five (5) years from the date of license of the Licensed Software ("Support Term"). For current extended support prices, please contact Canon USA or a Dealer. Such prices may be changed at any time without notice. No matter when purchased, the term of extended maintenance and support starts upon the expiration date of the term that you have previously purchased. To ensure continued maintenance and support, the extension must be purchased by Company prior to the expiration of this Agreement. If additional Licensed Software is purchased, this may result in adjustment of the effective term for all supported Licensed Software. Customer may contact the purchase source for the Licensed Software (Canon USA or Dealer) for information about the effective term of support and



maintenance. Support outside the scope or term of this Agreement may be provided at the published rates of NT-Ware, Canon USA or its Dealers, as the case may be, for time and materials and with Company assuming all costs, including shipping.

**3. UPDATES TO LICENSED SOFTWARE.** During the Support Term NT-Ware will provide updates to the Licensed Software, including patches and new versions of the Licensed Software ("Updates") to Canon USA within 30 days of NT-Ware's commercial release of such Updates, and Canon USA will distribute such Updates to Dealers (or, where applicable, its direct purchasers). During the Support Term, Company is entitled to receive all commercially released Updates of the Licensed Software. Company may install any Update release itself or engage Canon USA or a Dealer to perform such installation for an agreed upon charge. NT-Ware reserves the right to discontinue support for connections to versions of third party applications that are no longer supported by the manufacturer. New versions of the Licensed Software, such as versions for new operating systems or which feature fundamentally new functionality, are not within the scope of this Agreement. Also, Updates that are patches will only be suitable and compatible with a version of Licensed Software that is not more than two (2) years from its release date (i.e., within a Mainstream Support Period as defined below). Any open source operating system software and certain other third party software components that are included in the Licensed Software will be supported solely to the extent that the relevant developer makes support available to NT-Ware, and NT-Ware reserves the right to replace such third party software at any time, including if technical updates or compatibility upgrades deemed necessary by NT-Ware are not forthcoming from any such developer. Any Updates or other modified version of the Licensed Software provided under this Agreement shall be subject to the same End-User License Agreement as is applicable to the Licensed Software, and shall be subject to its terms.

**4. OBTAINING TECHNICAL SUPPORT.** During the Support Term, Company shall contact the purchasing source (Dealer or Canon USA) for Level 1 support on a uniFLOW System. Level 1 support consists of providing help-line telephone assistance in operating the uniFLOW System and identifying service problems, escalating issues as needed to rectify such problems with bug fixes, if needed to remedy a problem, and maintaining a log of such problems to assist in tracking the same. If Company still requires technical support after Level 1 support has been provided by Dealer or Canon USA, as the case may be, then, at Company's request, Canon USA shall escalate the problem in coordination with NT-Ware. Company must specify a designated individual who will act for Company as the sole support liaison to Dealer or Canon USA. NT-ware will provide Level 3 support and bug fixes (if needed) only if, on the date of the support request, Company is running a version of Licensed Software that is no more than two (2) years from the release date of such version ("Mainstream Support Period"). If the Support Term is ongoing but Company requests support for a problem more than two (2), but less than seven (7) years from the release date of the Licensed Software version (the "Subsequent Support Period") hotfixes for bugs in such version are possible but not guaranteed, and any Update releases specifically for this version will further be provided at NT-ware's sole discretion based on common market demand. During the Support Period, the Mainstream Support Period will be refreshed whenever Company is running a version of the License Software that is within two (2) years of the version release date. Therefore, Company is advised to install promptly all Updates produced by NT-Ware under Section 3 and made available to Company by its Dealer or Canon USA under Section 3 to ensure that NT-Ware will optimally support Company's versions of the Licensed Products throughout the term of Company's purchased Support Period. In making a request for technical support, the Company representative must identify Company and provide the serial number(s) and release date of its version of the Licensed Software then running to define the support to which it is entitled.

**5. ASSIGNMENT.** NT-Ware will be entitled to assign, sub-contract or sub-let this Agreement or any part thereof. Company will not be entitled to assign this Agreement or any part thereof without the prior written consent of NT-Ware.

**6. LIMITATION OF LIABILITY.** NEITHER NT WARE, CANON USA, NOR ANY DEALER, SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOSS OR DEGRADATION OF DATA, BUSINESS INTERRUPTION OR LOST PROFITS) ARISING FROM THE MAINTENANCE AND SUPPORT OF THE NT-WARE SYSTEM, INCLUDING LICENSED SOFTWARE AND UPDATES THEREFOR, OR FROM ANY OF NT-WARE'S OBLIGATIONS UNDER THIS AGREEMENT, EVEN IF NT-WARE, CANON USA OR DEALER HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES. COMPANY ACKNOWLEDGES THAT THE LIABILITY OF DEALER, CANON USA AND/OR NT-WARE (INDIVIDUALLY AND IN THE AGGREGATE) FOR DIRECT DAMAGES ARISING OUT OF COMPANY'S OPERATION OR USE OF THE LICENSED SOFTWARE, REGARDLESS OF THE FORM OF ACTION (I.E., WHETHER IN CONTRACT OR TORT, INCLUDING WITHOUT LIMITATION NEGLIGENCE OR STRICT LIABILITY), SHALL NOT EXCEED THE FEES ACTUALLY PAID BY COMPANY TO DEALER OR CANON USA.

7. **GENERAL.** This Agreement is the complete and exclusive statement of the terms and conditions under which NT-Ware will produce Updates to be made available to Company through Canon USA and its Dealers with maintenance and certain technical support services for the uniFLOW System, including updates to Licensed Software. This Agreement supersedes any prior proposal, agreement, or communication, oral or written, pertaining to the subject matter contained herein. This Agreement shall be governed by the laws of the State of New York. All questions concerning the terms and conditions of this Agreement should be directed to NT-Ware in writing to NT-Ware U.S.A., Inc. at 105 Maxess Road, Suite 129 S, Melville, New York 11747.

8. **U.S. GOVERNMENT RESTRICTED RIGHTS.** Any new releases, upgrades or versions of the Licensed Software are provided with Restricted Rights. Licensed Software provided under this agreement is "commercial computer software" as defined in DFARS 252.227-7014(a)(1)(June 1995) and accompanying Documentation is subject to Restricted Rights. Contracting Officer and Government End User agree to the inclusion of third party copyrighted computer software and documentation for all Licensed Software provided under this Agreement. Use, duplication, or disclosure by the Government is set forth in subparagraph (b)(3) of Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation, DFARS 252.227-7014 (June 1995) or subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at 48 CFR 52.227-19(June 1987), as applicable. Contractor/manufacturer is NT-Ware U.S.A., Inc., 105 Maxess Road, Suite 129 S, Melville, New York 11747.

Contracting Officer and Government End User acknowledge that they have read all of the above terms and conditions, understand them, agree to be bound by them and further that neither Canon USA nor Dealer is a NT-Ware's agent, nor are they authorized to make representations or warranties on NT-Ware's behalf, or to vary any of the terms or conditions of this Agreement.

9. **TERMINATION.** This Agreement shall terminate automatically without notice to Company upon failure to comply with any term or condition set herein or upon the termination of the license agreement for any Licensed Software. Upon such termination, Company acknowledges that no refunds of any maintenance fees shall be made.

**Registration Data:**

In order to activate your NT-Ware Software Maintenance and Support Agreement, you must register the Licensed Software covered by this Agreement by completing the requested information when prompted during installation. Be prepared to supply the following information:

COMPANY name/Technical Contact (Name and Title):

Post Office Address:

E-mail Address:

DEALER name:

[Licensed Software Serial Number – the 10 digit number after "S/N" that is located on the label of the software CD case.]

## County of Inyo, California - NASPO PO Schedule A

<b>Equipment Address / Ship To</b>	<b>City</b>	<b>Department</b>	<b>Model/Accessory</b>
<b>1360 N. Main Street Suite 227/228</b>	<b>Bishop</b>	<b>Agriculture Commissioner</b>	<b>iR Adv C3930i</b>
			Inner Finisher-L1
			Inner 2/3 Hole Puncher-D1
			Cassette Feeding Unit-AW1
			Super G3 Fax Board-BH1
<b>682 Spruce Street</b>	<b>Bishop</b>	<b>Bishop Senior Center</b>	<b>iR Adv C3930i</b>
			Inner Finisher-L1
			Inner 2/3 Hole Puncher-D1
			Cassette Feeding Unit-AW1
			Super G3 Fax Board-BH1
<b>1360 N. Main Street Suite 152-C (ARC)</b>	<b>Bishop</b>	<b>HHS-Bishop</b>	<b>iR Adv C3930i</b>
			Inner Finisher-L1
			Cassette Feeding Unit-AW1
			Super G3 Fax Board-BH1
<b>155 N Grant Street</b>	<b>Independence</b>	<b>Museum Independence</b>	<b>iR Adv C3930i</b>
			Inner Finisher-L1
			Inner 2/3 Hole Puncher-D1
			Cassette Feeding Unit-AW1
			Super G3 Fax Board-BH1
<b>201 Mazourka Canyon Road</b>	<b>Independence</b>	<b>Juvenile Center</b>	<b>iR Adv C3930i</b>
			Inner Finisher-L1
			Cassette Feeding Unit-AW1
			Super G3 Fax Board-BH1
<b>380 N. Mount Whitney Drive</b>	<b>Lone Pine</b>	<b>HHS-Lone Pine</b>	<b>iR Adv C3930i</b>
			Inner Finisher-L1
			Inner 2/3 Hole Puncher-D1
			Cassette Feeding Unit-AW1
			Super G3 Fax Board-BH1
<b>860 Tecopa Hot Springs Road</b>	<b>Tecopa</b>	<b>Parks and Rec-Tecopa</b>	<b>iR Adv C3930i</b>
			Inner Finisher-L1
			Inner 2/3 Hole Puncher-D1
			Cassette Feeding Unit-AW1
			Super G3 Fax Board-BH1
<b>138 N. Jackson Street</b>	<b>Lone Pine</b>	<b>Senior Center-Lone Pine</b>	<b>iR Adv C3930i</b>

## County of Inyo, California - NASPO PO Schedule A

			Inner Finisher-L1
			Inner 2/3 Hole Puncher-D1
			Cassette Feeding Unit-AW1
			Super G3 Fax Board-BH1
<b>210 Academy Street</b>	<b>Bishop</b>	<b>Bishop Library</b>	<b>iR Adv C3930i</b>
			Inner Finisher-L1
			Cassette Feeding Unit-AW1
			Super G3 Fax Board-BH1
<b>1360 N. Main Street Suite 220</b>	<b>Bishop</b>	<b>Public Guardian-PAPG</b>	<b>iR Adv C3930i</b>
			Inner Finisher-L1
			Inner 2/3 Hole Puncher-D1
			Cassette Feeding Unit-AW1
			Super G3 Fax Board-BH1
<b>1360 N. Main Street</b>	<b>Bishop</b>	<b>Sheriff Department</b>	<b>iR Adv C5840i</b>
			Inner Finisher-L1
			Inner 2/3 Hole Puncher-D1
			High Capacity Cassette Feeding Unit-C1
			Super G3 Fax Board-AX1
<b>168 N. Edwards Street</b>	<b>Independence</b>	<b>TTC Treasury / COH</b>	<b>iR Adv C5840i</b>
			Inner Finisher-L1
			Inner 2/3 Hole Puncher-D1
			High Capacity Cassette Feeding Unit-C1
			Super G3 Fax Board-AX1
<b>168 N. Edwards Street</b>	<b>Independence</b>	<b>TTC Treasury</b>	<b>iR Adv C5840i</b>
			Inner Finisher-L1
			Inner 2/3 Hole Puncher-D1
			High Capacity Cassette Feeding Unit-C1
			Super G3 Fax Board-AX1
<b>1360 N. Main Street Suite 203</b>	<b>Bishop</b>	<b>First Five-CPS</b>	<b>iR Adv C5840i</b>
			Inner Finisher-L1
			Inner 2/3 Hole Puncher-D1
			High Capacity Cassette Feeding Unit-C1
			Super G3 Fax Board-AX1
<b>1360 N. Main Street Suite 256A</b>	<b>Bishop</b>	<b>Administration Services-CAO</b>	<b>iR Adv C5840i</b>
			Inner Finisher-L1
			Inner 2/3 Hole Puncher-D1

## County of Inyo, California - NASPO PO Schedule A

			High Capacity Cassette Feeding Unit-C1
			Super G3 Fax Board-AX1
<b>1360 N. Main Street Suite 237</b>	<b>Bishop</b>	<b>Child Support Service</b>	<b>iR Adv C5840i</b>
			Inner Finisher-L1
			High Capacity Cassette Feeding Unit-C1
			Super G3 Fax Board-AX1
<b>1360 N. Main Street Suite 268</b>	<b>Bishop</b>	<b>DA / Welfare / Fraud - Bishop</b>	<b>iR Adv C5840i</b>
			Inner Finisher-L1
			Inner 2/3 Hole Puncher-D1
			High Capacity Cassette Feeding Unit-C1
			Super G3 Fax Board-AX1
<b>1360 N. Main Street Suite 117</b>	<b>Bishop</b>	<b>Health Dept.-Clinic Pub Health</b>	<b>iR Adv C5840i</b>
			Inner Finisher-L1
			High Capacity Cassette Feeding Unit-C1
			Super G3 Fax Board-AX1
<b>168 N. Edwards Street</b>	<b>Independence</b>	<b>DA - Independence - 3rd Floor</b>	<b>iR Adv C5840i</b>
			Inner Finisher-L1
			Inner 2/3 Hole Puncher-D1
			High Capacity Cassette Feeding Unit-C1
			Super G3 Fax Board-AX1
<b>550 South Clay Street</b>	<b>Independence</b>	<b>Sheriff Office-Independence</b>	<b>iR Adv C5840i</b>
			Inner Finisher-L1
			Inner 2/3 Hole Puncher-D1
			High Capacity Cassette Feeding Unit-C1
			Super G3 Fax Board-AX1
<b>550 South Clay Street</b>	<b>Independence</b>	<b>Jail-Independence</b>	<b>iR Adv C5840i</b>
			Inner Finisher-L1
			Inner 2/3 Hole Puncher-D1
			High Capacity Cassette Feeding Unit-C1
			Super G3 Fax Board-AX1
<b>168 N. Edwards Street</b>	<b>Independence</b>	<b>Assessors Office-Independence</b>	<b>iR Adv C5840i</b>
			Inner Finisher-L1
			High Capacity Cassette Feeding Unit-C1
			Super G3 Fax Board-AX1
<b>726 N. Main Street</b>	<b>Lone Pine</b>	<b>Lone Pine Sub Station Sheriff Dept.</b>	<b>iR Adv C5840i</b>
			Inner Finisher-L1

## County of Inyo, California - NASPO PO Schedule A

			Inner 2/3 Hole Puncher-D1
			High Capacity Cassette Feeding Unit-C1
			Super G3 Fax Board-AX1
<b>224 N. Edwards Street</b>	<b>Independence</b>	<b>IT Information Service-Independence</b>	<b>iR Adv C5840i</b>
			Inner Finisher-L1
			High Capacity Cassette Feeding Unit-C1
			Super G3 Fax Board-AX1
<b>168 N. Edwards Street</b>	<b>Independence</b>	<b>Auditor Office-Independence</b>	<b>iR Adv C5840i</b>
			Inner Finisher-L1
			High Capacity Cassette Feeding Unit-C1
			Super G3 Fax Board-AX1
<b>168 N. Edwards Street</b>	<b>Independence</b>	<b>Treasurer Tax Collector-Independence</b>	<b>iR Adv C5840i</b>
			Inner Finisher-L1
			High Capacity Cassette Feeding Unit-C1
			Super G3 Fax Board-AX1
<b>1360 N. Main Street Suite 204</b>	<b>Bishop</b>	<b>HHS</b>	<b>iR Adv C5870i</b>
			High Capacity Cassette Feeding Unit-C1
			Staple Finisher-AB2
			Buffer Pass Unit-P2
			2/3 Hole Puncher Unit-A1
			Super G3 Fax Board-AX1
<b>168 N. Edwards Street</b>	<b>Independence</b>	<b>Planning Department</b>	<b>iR Adv C5850i</b>
			High Capacity Cassette Feeding Unit-C1
			Inner Finisher-L1
			Super G3 Fax Board-AX1
<b>135 South Jackson Street</b>	<b>Independence</b>	<b>Water Department</b>	<b>iR Adv C5850i</b>
			High Capacity Cassette Feeding Unit-C1
			Inner Finisher-L1
			Super G3 Fax Board-AX1
<b>1360 N. Main Street Suite 162</b>	<b>Bishop</b>	<b>Probation Department-Adult</b>	<b>iR Adv C5850i</b>
			High Capacity Cassette Feeding Unit-C1
			Inner Finisher-L1
			Super G3 Fax Board-AX1
<b>1360 N. Main Street Suite 162</b>	<b>Bishop</b>	<b>Juvenile Probation-Bishop</b>	<b>iR Adv C5850i</b>
			High Capacity Cassette Feeding Unit-C1
			Inner Finisher-L1

## County of Inyo, California - NASPO PO Schedule A

			Super G3 Fax Board-AX1
<b>168 N. Edwards Street</b>	<b>Independence</b>	<b>Public Works Roads-Independence</b>	<b>iR Adv C5850i</b>
			High Capacity Cassette Feeding Unit-C1
			Inner Finisher-L1
			Super G3 Fax Board-AX1
<b>703 Airport Road</b>	<b>Bishop</b>	<b>Bishop Airport/Main Terminal</b>	<b>iR Adv DX 719iFZ</b>
			Cassette Feeding Unit-AR1
<b>703 Airport Road</b>	<b>Bishop</b>	<b>Bishop Airport #2/WBX Building</b>	<b>iR Adv DX 719iFZ</b>
			Cassette Feeding Unit-AR1
<b>200 N. Washington Street</b>	<b>Lone Pine</b>	<b>Lone Pine Library</b>	<b>iR Adv DX 529iFZ</b>
			Cassette Module-AG1
			Cabinet Type-U
<b>408 Tecopa Hot Springs Road</b>	<b>Tecopa</b>	<b>Tecopa Library</b>	<b>iR Adv DX 529iFZ</b>
<b>168 N. Edwards Street</b>	<b>Independence</b>	<b>Annex 2nd Floor Hall</b>	<b>iR Adv DX 6855i</b>
			High Capacity Cassette Feeding Unit-C1
			Staple Finisher-AB2
			Buffer Pass Unit-P2
			Super G3 Fax Board-AX1
<b>500 Main Street</b>	<b>Big Pine</b>	<b>Big Pine Library</b>	<b>iR Adv DX 4935i</b>
			Cabinet Type-W
			Inner Finisher-L1
			Single Pass DADF-C1
<b>1360 N. Main Street Suite 227/230</b>	<b>Bishop</b>	<b>AG/SW/MP/Parks</b>	<b>iR Adv C5860i</b>
			High Capacity Cassette Feeding Unit-C1
			Inner Finisher-L1
			Super G3 Fax Board-AX1
<b>168 N. Edwards Street</b>	<b>Independence</b>	<b>Clerk Recorder / Elections-Independence</b>	<b>iR Adv C5860i</b>
			High Capacity Cassette Feeding Unit-C1
			Inner Finisher-L1
			Super G3 Fax Board-AX1
<b>1360 N. Main Street Suite 124</b>	<b>Bishop</b>	<b>Clerk</b>	<b>iR Adv C5860i</b>
			High Capacity Cassette Feeding Unit-C1
			Inner Finisher-L1
			Super G3 Fax Board-AX1
<b>1360 N. Main Street Suite 201</b>	<b>Bishop</b>	<b>HHS Admin-County Services</b>	<b>iR Adv C5860i</b>
			High Capacity Cassette Feeding Unit-C1

## County of Inyo, California - NASPO PO Schedule A

			Inner Finisher-L1
			Super G3 Fax Board-AX1
<b>168 N. Edwards Street</b>	<b>Independence</b>	<b>HHS Fiscal Office-Independence</b>	<b>iR Adv C5860i</b>
			High Capacity Cassette Feeding Unit-C1
			Inner Finisher-L1
			Super G3 Fax Board-AX1
<b>224 N. Edwards Street</b>	<b>Independence</b>	<b>Administration Services-Indy</b>	<b>iR Adv C5860i</b>
			High Capacity Cassette Feeding Unit-C1
			Inner Finisher-L1
			Super G3 Fax Board-AX1
<b>1360 N. Main Street Suite 114</b>	<b>Bishop</b>	<b>Social Services-E&amp;E-Bishop</b>	<b>iR Adv C5860i</b>
			High Capacity Cassette Feeding Unit-C1
			Inner Finisher-L1
			Inner 2/3 Hole Puncher-D1
			Super G3 Fax Board-AX1
<b>168 N. Edwards Street</b>	<b>Independence</b>	<b>Clerk Recorder-Independence</b>	<b>iR Adv C5860i</b>
			High Capacity Cassette Feeding Unit-C1
			Inner Finisher-L1
			Super G3 Fax Board-AX1
<b>224 N. Edwards Street</b>	<b>Independence</b>	<b>Boark Clerk-Independence</b>	<b>imageCLASS LBP1127C</b>
			Cassette Unit-AF1
<b>224 N. Edwards Street</b>	<b>Independence</b>	<b>Personnel-Admin Office-Independence</b>	<b>imageCLASS LBP1127C</b>
			Cassette Unit-AF1
<b>1360 N. Main Street Suite 229</b>	<b>Bishop</b>	<b>Farm Advisor-Bishop</b>	<b>imageCLASS LBP1127C</b>
			Cassette Unit-AF1
<b>168 N. Edwards Street</b>	<b>Independence</b>	<b>Auditors Office-Courthouse Independence</b>	<b>imageCLASS LBP1127C</b>
			Cassette Unit-AF1
<b>1360 N. Main Street Suite 2</b>	<b>Bishop</b>	<b>Sheriffs Dept-MINT-Bishop 2nd Floor</b>	<b>iR Adv C259iF</b>
			Cassette Module-AE1
<b>CA-127 Shoshone</b>	<b>Shoshone</b>	<b>Sheriff Sub Station-Shoshone</b>	<b>iR Adv C259iF</b>
			Cassette Module-AE1
<b>1001 County Road</b>	<b>Big Pine</b>	<b>Sheriff Animal Shelter-Big Pine</b>	<b>iR Adv C259iF</b>
			Cassette Module-AE1
<b>550 S Clay Street</b>	<b>Independence</b>	<b>Sheriff Administration-Independence</b>	<b>iR Adv C259iF</b>
			Cassette Module-AE1
<b>550 S Clay Street</b>	<b>Independence</b>	<b>Sheriff Dispatch-Independence</b>	<b>iR Adv C259iF</b>



## County of Inyo, California - NASPO PO Schedule A

			Cassette Module-AE1
<b>1360 N. Main Street</b>	<b>Bishop</b>	<b>Sheriff Posse Hut-Bishop</b>	<b>iR Adv C259iF</b>
			Cassette Module-AE1
<b>1360 N. Main Street</b>	<b>Bishop</b>	<b>HHS Progress House-Bishop</b>	<b>iR Adv C259iF</b>
			Cassette Module-AE1
<b>1360 N. Main Street</b>	<b>Bishop</b>	<b>HHS Wellness Center-Bishop</b>	<b>iR Adv C259iF</b>
			Cassette Module-AE1
<b>168 N. Edwards Street</b>	<b>Independence</b>	<b>County Council-Admin Office-Independence</b>	<b>iR Adv C259iF</b>
			Cassette Module-AE1
<b>168 N. Edwards Street</b>	<b>Independence</b>	<b>Downstairs Courthouse-Independence</b>	<b>iR Adv C259iF</b>
			Cassette Module-AE1
<b>168 N. Edwards Street</b>	<b>Independence</b>	<b>Building and Maintenace</b>	<b>imageCLASS X MX1647iF</b>
			Paper Feeder PF-C1

X
<b>Authorized Signer</b>
<b>Print Name</b>
<b>Title</b>
<b>Date</b>

**STATE OF CALIFORNIA**  
**PARTICIPATING ADDENDUM NUMBER 7-19-70-46-01**  
**AMENDMENT 2**

Copiers and Managed Print Services  
Colorado NASPO ValuePoint Master Agreement Number 140595  
**Canon U.S.A., Inc. (Contractor)**

The parties mutually agree to amend Participating Addendum 7-19-70-46-01 as follows:

- 1) Agreement is extended from December 31, 2022 to July 31, 2024. **Section 2. TERM, subparagraph A** is revised to read as follows:
  - A. The term of this Participating Addendum shall begin upon signature approval by the State and will end July 31, 2024, or upon termination by the State, whichever occurs first.
- 2) **Section 21. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS** is hereby added to read as follows:

**21. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Participating Addendum. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the State.

All other terms and conditions of the Participating Addendum shall remain in full force and effect.

**Participating Addendum 7-19-70-46-01  
Amendment 2**

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of execution by both parties below.

**STATE OF CALIFORNIA**

**CONTRACTOR**

Department of General Services

Canon U.S.A., Inc.

*Agency Name*

*Contractor Name*



11/29/2022

DocuSigned by:  


11/7/2022

*Authorized Signature*

*Date Signed*

*Authorized Signature*

*Date Signed*

Julie Matthews, MAU2 Supervisor

Mason Olds

SVP

*Printed Name/Title of Person Signing*

*Printed Name/Title of Person Signing*

707 Third Street  
West Sacramento, CA 95605

One Canon Park  
Melville, NY 11747

*Address*

*Address*

Customer name / Inyo County Departments	Address Needed	City	ABM I.D #	Serial number	Model / CURRENT	CURRENT IP ADDRESS	Replacement Machine	Naspo 60 Month Lease Price	Allotted Copies per month / BW	Allotted Copies per month / CLR	Monthly Service Price	Overage Rate BW	Overage Rate CLR	Accessories on equipment
Agriculture Commissioner	1360 N. Main Street Suite 227	Bishop	14243	XTD08546	IR Adv C3530I II	172.16.7.61	IRA-DX C3930I	\$ 153.90	1,000	500	\$ 60.00	0.0092	0.0600	Inner Finisher-L1, Inner 2/3 hole punch-D1, Cassette Feeding Unit -AW1, Fax Board-BH1
Bishop Senior Center	682 Spruce St	Bishop	14244	XTD08549	IR Adv C3530I II	172.17.47.60	IRA-DX C3930I	\$ 153.90	1,000	500	\$ 60.00	0.0092	0.0600	Inner Finisher-L1, Inner 2/3 hole punch-D1, Cassette Feeding Unit -AW1, Fax Board-BH1
Sheriff Dept.	1360 N Main Street STE 149	Bishop - Sheriffs Dept.	14245	XTD08545	IR Adv C3530I II	172.16.38.60	IRA-DX C5840I	\$ 218.99	2,000	1,000	\$ 120.00	0.0092	0.0600	Inner Finisher-L1, Inner 2/3 Hole Punch-D1, High Capacity Cassette Feeding Unit -C1, Fax Board -AX1
HHS-Bishop	1360 N Main Street Suite 152 (ARC)	Bishop	14246	XTD08551	IR Adv C3530I II	172.16.14.61	IRA-DX C3930I	\$ 144.08	1,000	500	\$ 60.00	0.0092	0.0600	Inner Finisher-L1, Cassette Feeding Unit -AW1, Fax Board-BH1
HHS	1360 N Main Street Suite 204	Bishop	14247	XUG11026	IR Adv C5550I II	172.16.14.62	IRA-DX C5870I	\$ 290.38	10,000	3,000	\$ 280.00	0.0092	0.0600	Staple Finisher-AB2, Buffer Pass Unit-P2, 2/3 Hole Puncher Unit - A1, High Capacity Feeding Unit-C1, Fax Board-AX1
HHS CPS	1360 N Main Street Suite 200	Bishop			NEW UNIT		IRA-DX C5870I	\$ 290.38	10,000	3,000	\$ 280.00	0.0092	0.0600	Staple Finisher-AB2, Buffer Pass Unit-P2, 2/3 Hole Puncher Unit - A1, High Capacity Feeding Unit-C1, Fax Board-AX1
Planning Department	168 N Edwards Street	Independence - Annex	14248	XUG10999	IR Adv C5550I II	172.16.19.60	IRA-DX C5850I	\$ 216.21	10,000	1,500	\$ 140.00	0.0092	0.0600	Inner Finisher-L1, High Capacity Cassette Feeding Unit -C1, Fax Board -AX1
Water Department	135 South Jackson Street, 93526	Independence	14249	XUG11005	IR Adv C5550I II	172.16.29.51	IRA-DX C5850I	\$ 216.21	10,000	1,500	\$ 140.00	0.0092	0.0600	Inner Finisher-L1, High Capacity Cassette Feeding Unit -C1, Fax Board -AX1
Bishop Airport / Main Terminal	703 Airport Road	Bishop	14250	2BE01158	IR Adv C5550I II	172.16.26.60	IRA-DX-719IFZ	\$ 78.12	1,000	0	\$ 30.00	0.0092	0.0600	Cassette Feeding Unit -AR1
Bishop Airport # 2 / WBX Building	703 Airport Road	Bishop -WBX			NEW UNIT		IRA-DX - 719IFZ	\$ 78.12	1,000	0	\$ 30.00	0.0092	0.0600	Cassette Feeding Unit -AR1
TTC Treasury Office	168 N Edwards Street	Independence	14251	2BE01141	IR Adv C5550I II	172.16.28.60	IRA-DX 6855I	\$ 210.15	10,000	0	\$ 95.00	0.0092	0.0600	Staple Finisher-AB2, Buffer Pass Unit-P2, 2/3 Hole Puncher Unit - A1, High Capacity Feeding Unit-C1, Fax Board-AX1
Museum Independence	155 N Grant St	Independence	14252	XTD08560	IR Adv C3530I II	172.16.21.60	IRA-DX C3930I	\$ 144.08	1,000	500	\$ 60.00	0.0092	0.0600	Inner Finisher-L1, Inner 2/3 hole punch-D1, Cassette Feeding Unit -AW1, Fax Board-BH1
Lone Pine Library	200 N Washington Street	Lone Pine	14253	2BE01139	IR Adv C5550I II	NONE LISTED	IRA-DX C529IFZ	\$ 55.69	1,000	0	\$ 30.00	0.0092	0.0600	Cassette Module -AG1, Cabinet Type-U
Juvenile Center - Independence	201 Mazourka Canyon Road	Independence	14254	XTD08562	IR Adv C3530I II	172.16.22.52	IRA-DX C3930I	\$ 144.08	1,000	500	\$ 60.00	0.0092	0.0600	Inner Finisher-L1, Cassette Feeding Unit -AW1, Fax Board-BH1
HHS Lone Pine	380 N. Mount Whitney Drive	Lone Pine	14255	XTD08636	IR Adv C3530I II	172.17.39.60	IRA-DX C3930I	\$ 153.90	1,000	500	\$ 60.00	0.0092	0.0600	Inner Finisher-L1, Inner 2/3 hole punch-D1, Cassette Feeding Unit -AW1, Fax Board-BH1
First Five - CPS	1360 N Main Street Suite 203	Bishop	14256	XTD08635	IR Adv C3530I II	172.16.17.60	IRA-DX C5840I	\$ 218.99	2,000	1,000	\$ 120.00	0.0092	0.0600	Inner Finisher-L1, Inner 2/3 Hole Punch-D1, High Capacity Cassette Feeding Unit -C1, Fax Board -AX1
Probation Department - Adult	1360 N Main Street Suite 162	Bishop	14257	XUG11037	IR Adv C5550I II	172.16.23.60	IRA-DX C5850I	\$ 216.21	10,000	1,500	\$ 140.00	0.0092	0.0600	Inner Finisher-L1, High Capacity Cassette Feeding Unit -C1, Fax Board -AX1
Public Works Admin	168 N Edwards Street	Independence - Annex	14261	XNM03559	IR Adv C5550I II	172.16.25.61	IRA-DX 6855I	\$ 197.79	10,000	0	\$ 95.00	0.0092	0.0600	Staple Finisher-AB2, Buffer Pass Unit-P2, High Capacity Feeding Unit-C1, Fax Board-AX1
Administration Services -CAO	1360 N Main Street Suite 256A	Bishop	14263	XUP10427	IR Adv C5540I II	172.16.41.60	IRA-DX C5840I	\$ 218.99	2,000	1,000	\$ 120.00	0.0092	0.0600	Inner Finisher-L1, Inner 2/3 Hole Punch-D1, High Capacity Cassette Feeding Unit -C1, Fax Board -AX1
Child Support Service	1360 N Main Street Suite 237	Bishop	14264	XUP10430	IR Adv C5540I II	172.17.13.61	IRA-DX C5840I	\$ 209.17	2,000	1,000	\$ 120.00	0.0092	0.0600	Inner Finisher-L1, High Capacity Cassette Feeding Unit -C1, Fax Board -AX1
Juvenile Probation - Bishop	1360 N Main Street Suite 162	Bishop	14265	XUG10627	IR Adv C5550I II	172.16.23.61	IRA-DX C5850I	\$ 216.21	10,000	1,500	\$ 140.00	0.0092	0.0600	Inner Finisher-L1, High Capacity Cassette Feeding Unit -C1, Fax Board -AX1
Big Pine Library	500 Main Street, 93513	Big Pine	14266	XVZ08504	IR Adv 4535I II	NONE LISTED	IRA-DX 4935I	\$ 107.51	1,000	0	\$ 30.00	0.0092	0.0600	Cabinet Type-W, Inner Finisher-L1
DA / Welfare / Fraud - Bishop	1360 N Main Street Suite 268	Bishop	14267	XUP10516	IR Adv C5540I II	172.17.13.60	IRA-DX C5840I	\$ 218.99	2,000	1,000	\$ 120.00	0.0092	0.0600	Inner Finisher-L1, Inner 2/3 Hole Punch-D1, High Capacity Cassette Feeding Unit -C1, Fax Board -AX1
AG / SW / MP / Parks	1360 N Main Street Suite 227	Bishop	14268	XTZ06604	IR Adv C5560I II	172.16.7.60	IRA-DX C5860I	\$ 238.34	10,000	2,000	\$ 215.00	0.0092	0.0600	Inner Finisher-L1, High Capacity Cassette Feeding Unit -C1, Fax Board -AX1
Parks and Rec - Tecopa	860 Tecopa Hot Springs Rd	Tecopa	14269	XTD08637	IR Adv C3530I II	172.17.89.54	IRA-DX C3930I	\$ 153.90	1,000	500	\$ 60.00	0.0092	0.0600	Inner Finisher-L1, Inner 2/3 hole punch-D1, Cassette Feeding Unit -AW1, Fax Board-BH1
Tecopa Library	408 Tecopa Hot Springs Rd, 92389	Tecopa	14270	2BE01157	IR Adv C5550I II	172.17.89.50	IRA-DX C529IFZ	\$ 47.67	1,000	0	\$ 30.00	0.0092	0.0600	No Accessories
Health Dept. - Clinic Pub Health	1360 N Main Street Suite 117	Bishop	14271	XUP10291	IR Adv C5540I II	172.16.16.60	IRA-DX C5840I	\$ 209.17	2,000	1,000	\$ 120.00	0.0092	0.0600	Inner Finisher-L1, High Capacity Cassette Feeding Unit -C1, Fax Board -AX1
Clerk Recorder / Elections - Independence	168 N Edwards Street	Independence - Courthouse	14272	XTZ06575	IR Adv C5560I II	172.16.11.60	IRA-DX C5860I	\$ 238.34	10,000	2,000	\$ 215.00	0.0092	0.0600	Inner Finisher-L1, High Capacity Cassette Feeding Unit -C1, Fax Board -AX1
Senior Center -Lone Pine	138 N. Jackson Street, 93545	Lone Pine	14273	XTD08638	IR Adv C3530I II	172.17.32.60	IRA-DX C3930I	\$ 153.90	1,000	500	\$ 60.00	0.0092	0.0600	Inner Finisher-L1, Inner 2/3 hole punch-D1, Cassette Feeding Unit -AW1, Fax Board-BH1
Clerk Recorder	1360 N Main Street Suite 124	Bishop	14275	XTZ06602	IR Adv C5560I II	172.16.14.60	IRA-DX C5860I	\$ 238.34	10,000	2,000	\$ 215.00	0.0092	0.0600	Inner Finisher-L1, High Capacity Cassette Feeding Unit -C1, Fax Board -AX1
Public Works Roads - Independence	168 N Edwards Street	Independence	14277	XUG11038	IR Adv C5550I II	172.16.25.60	IRA-DX C5850I	\$ 216.21	10,000	1,500	\$ 140.00	0.0092	0.0600	Inner Finisher-L1, High Capacity Cassette Feeding Unit -C1, Fax Board -AX1
DA - Independence -3rd Floor	168 N Edwards Street	Independence -Courthouse	14278	XUP10431	IR Adv C5540I II	172.16.13.60	IRA-DX C5840I	\$ 218.99	2,000	1,000	\$ 120.00	0.0092	0.0600	Inner Finisher-L1, Inner 2/3 Hole Punch-D1, High Capacity Cassette Feeding Unit -C1, Fax Board -AX1
Sheriff Office - Independence	550 South Clay Street	Independence	14279	XUP10527	IR Adv C5540I II	172.16.6.69	IRA-DX C5840I	\$ 218.99	2,000	1,000	\$ 120.00	0.0092	0.0600	Inner Finisher-L1, Inner 2/3 Hole Punch-D1, High Capacity Cassette Feeding Unit -C1, Fax Board -AX1
Jail - Independence	550 South Clay Street	Independence	14280	XUP10528	IR Adv C5540I II	172.16.6.68	IRA-DX C5840I	\$ 218.99	2,000	1,000	\$ 120.00	0.0092	0.0600	Inner Finisher-L1, Inner 2/3 Hole Punch-D1, High Capacity Cassette Feeding Unit -C1, Fax Board -AX1
HHS Admin. - County Services	1360 N Main Street Suite 201	Bishop	14281	XTZ06669	IR Adv C5560I II	172.16.43.60	IRA-DX C5860I	\$ 238.34	10,000	2,000	\$ 215.00	0.0092	0.0600	Inner Finisher-L1, High Capacity Cassette Feeding Unit -C1, Fax Board -AX1
HHS Fiscal Office - Independence	155 E Market Street	Independence	14282	XTZ06676	IR Adv C5560I II	172.16.15.60	IRA-DX C5860I	\$ 238.34	10,000	2,000	\$ 215.00	0.0092	0.0600	Inner Finisher-L1, High Capacity Cassette Feeding Unit -C1, Fax Board -AX1
Lone Pine Sub Station Sheriff Dept.	726 N Main Street	Lone Pine	14283	XTD08624	IR Adv C3530I II	172.17.6.60	IRA-DX C5840I	\$ 218.99	2,000	1,000	\$ 120.00	0.0092	0.0600	Inner Finisher-L1, Inner 2/3 Hole Punch-D1, High Capacity Cassette Feeding Unit -C1, Fax Board -AX1
Assessors Office - Independence	168 N Edwards Street	Independence - Annex	14284	XUP10540	IR Adv C5540I II	172.16.8.60	IRA-DX C5840I	\$ 209.17	2,000	1,000	\$ 120.00	0.0092	0.0600	Inner Finisher-L1, High Capacity Cassette Feeding Unit -C1, Fax Board -AX1
(L.T) Information Service - Independence	168 N Edwards Street	Independence	14285	XUP10521	IR Adv C5540I II	172.16.4.54	IRA-DX C5840I	\$ 209.17	2,000	1,000	\$ 120.00	0.0092	0.0600	Inner Finisher-L1, High Capacity Cassette Feeding Unit -C1, Fax Board -AX1
Auditor Office - Independence	168 N Edwards Street	Independence - Courthouse	14286	XUP10503	IR Adv C5540I II	172.16.9.60	IRA-DX C5840I	\$ 209.17	2,000	1,000	\$ 120.00	0.0092	0.0600	Inner Finisher-L1, High Capacity Cassette Feeding Unit -C1, Fax Board -AX1
Administration Services - Indy	224 N Edwards Street	Independence - Admin Office	14289	XTZ06671	IR Adv C5560I II	172.16.10.60	IRA-DX C5860I	\$ 238.34	10,000	2,000	\$ 215.00	0.0092	0.0600	Inner Finisher-L1, High Capacity Cassette Feeding Unit -C1, Fax Board -AX1
Board Clerk - Independence	224 N Edwards Street	Independence - Admin Office	14290	NGDA005761	LBP712CDN	172.16.10.53	LBP-1127c	\$ 16.90	250	500	\$ 55.00	0.0092	0.0600	Cassette Unit-AF1
Social Services - E & E - Bishop	1360 N Main Street Suite 114	Bishop	14292	XTZ06587	IR Adv C5560I II	172.16.42.60	IRA-DX C5860I	\$ 248.16	10,000	2,000	\$ 215.00	0.0092	0.0600	Inner Finisher-L1, Inner 2/3 Hole Punch-D1, High Capacity Cassette Feeding Unit -C1, Fax Board -AX1
Bishop Library	210 Academy Street	Bishop	14303	XTD07848	IR Adv C3530I II	172.16.34.60	IRA-DX C3930I	\$ 144.08	1,000	500	\$ 60.00	0.0092	0.0600	Inner Finisher-L1, Cassette Feeding Unit -AW1, Fax Board-BH1
Clerk Recorder - Independence	168 N Edwards Street	Independence		Rental in place right now	NEW UNIT		IRA-C5560I	\$ 238.34	10,000	2,000	\$ 215.00	0.0092	0.0600	Inner Finisher-L1, High Capacity Cassette Feeding Unit -C1, Fax Board -AX1
Sheriff Dept. - MINT - Bishop	1360 N Main Street Suite 130	Bishop	13423	2AD00638	IR-ADV C256IF II	172.17.11.52	IRA-DX C259IF	\$ 41.09	1,000	500	\$ 60.00	0.0092	0.0600	Cassette Module-AE1
Sheriff Sub Station - Shoshone	Ca-127, Shoshone	Shoshone	13632	2AD02941	IR-ADV C256IF II	NONE LISTED	IRA-DX C259IF	\$ 41.09	1,000	500	\$ 60.00	0.0092	0.0600	Cassette Module-AE1
Public Guardian - PAPG	1360 N Main Street Suite 220	Bishop	14890	2GU02392	IR Adv C3530I III	172.16.24.51	IRA-DX C3930I	\$ 153.90	1,000	500	\$ 60.00	0.0092	0.0600	Inner Finisher-L1, Inner 2/3 hole punch-D1, Cassette Feeding Unit -AW1, Fax Board-BH1
Sheriff Animal Shelter - Big Pine	1001 County Road	Big Pine	14893	2MV03187	IR ADV C256IF III	172.17.7.119	IRA-DX C259IF	\$ 41.09	1,000	500	\$ 60.00	0.0092	0.0600	Cassette Module-AE1
Sheriff Administration - Independence	550 S Clay Street	Independence	14894	2MV03217	IR ADV C256IF III	172.16.6.74	IRA-DX C259IF	\$ 41.09	1,000	500	\$ 60.00	0.0092	0.0600	Cassette Module-AE1
Sheriff Dispatch - Independence	550 S Clay Street	Independence	14895	2MV03222	IR ADV C256IF III	172.16.6.57	IRA-DX C259IF	\$ 41.09	1,000	500	\$ 60.00	0.0092	0.0600	Cassette Module-AE1
Sheriff Posse Hut - Bishop	350 Airport Road	Bishop	14896	2MV03200	IR ADV C256IF III	NONE LISTED	IRA-DX C259IF	\$ 41.09	1,000	500	\$ 60.00	0.0092	0.0600	Cassette Module-AE1
HHS Progress House - Bishop	1360 N Main Street	Bishop	14897	2MV03159	IR ADV C256IF III	172.17.40.60	IRA-DX C259IF	\$ 41.09	1,000	500	\$ 60.00	0.0092	0.0600	Cassette Module-AE1
HHS Wellness Center - Bishop	1360 N Main Street	Bishop	14898	2MV03325	IR ADV C256IF III	172.17.12.124	IRA-DX C259IF	\$ 41.09	1,000	500	\$ 60.00	0.0092	0.0600	Cassette Module-AE1
Personnel - Admin Office - Independence	224 N Edwards Street	Independence - Admin Office	14899	NGDA003517	LBP712CDN	172.16.41.101	LBP-1127c	\$ 16.90	250	500	\$ 55.00	0.0092	0.0600	Cassette Unit-AF1
Farm Advisor - Bishop	1360 N Main Street Suite 227	Bishop	14900	NGDA003515	LBP712CDN	NONE LISTED	LBP-1127c	\$ 16.90	250	500	\$ 55.00	0.0092	0.0600	Cassette Unit-AF1
Building and Maintenance	136-A South Jackson Street	Independence - Maintenance Shed	15549	2TP05461	IR 1643i	172.16.25.58	imCLASS - X MF1647/F	\$ 28.41	1,000	0	\$ 30.00	0.0092	0.0600	Paper Feeder PF-C1
Auditors Office - Courthouse Independence	168 N Edwards Street	Independence - Courthouse	15550	NGDA005358	LBP712CDN	172.16.9.57	LBP-1127c	\$ 16.90	250	500	\$ 25.00	0.0092	0.0600	Cassette Unit-AF1
Auditors Office - Courthouse Independence	168 N Edwards Street	Independence - 2nd floor Courthouse		NEW UNIT			IRA-DX C5840I	\$ 249.49	2,000	1,000	\$ 120.00	0.0092	0.0600	Inner Finisher-L1, Inner 2/3 Hole Punch-D1, High Capacity Cassette Feeding Unit -C1, Fax Board -AX1, Paper Deck - F1
County Council - Admin Office Independence	224 N Edwards Street	Independence - Admin Office	14609	2MV02967	IR ADV C256IF III	172.16.12.77	IRA-DX C259IF	\$ 41.09	1,000	500	\$ 60.00	0.0092	0.0600	Cassette Module-AE1
Downstairs Courthouse - Independence	168 N Edwards Street	Independence - Courthouse	14644	2MV02970	IR ADV C256IF III	172.16.4.60	IRA-DX C259IF	\$ 41.09	1,000	500	\$ 60.00	0.0092	0.0600	Cassette Module-AE1
Treasurer Tax Collector - Independence	168 N Edwards Street	Independence - Courthouse	14711	2JU04072	IR Adv C5540I II	172.16.28.53	IRA-DX C5840I	\$ 209.17	2,000	1,000	\$ 120.00	0.0092	0.0600	Inner Finisher-L1, High Capacity Cassette Feeding Unit -C1, Fax Board -AX1
IT Department	168 N Edwards Street	Independence			Uniflow Accounting Software			\$ 95.00						Uniflow Software, 5 years Support / Server may need to be updated

Remaining upgrade amount on lease # 001-0086457-004 (42 units) , 001-0086457-005 (11 units) , and lease # 001-0086457-006 (5 units)

Leases	Terms	Current lease pmt	Upgrade to return
Lease # 1 - 001-0086457-004	2/29/2024	\$ 7,380.00	1,559.26
Lease # 2 - 001-0086457-005	3/23/2024	\$ 828.00	
Lease # 3 - 001-0086457-006	2/23/2		



# INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

February 20, 2024

Reference ID:  
2024-128

### Amendment 1 to Contract for Legal Services with Gibbs Giden et. al. LLC County Counsel ACTION REQUIRED

#### ITEM SUBMITTED BY

John Vallejo, County Counsel

#### ITEM PRESENTED BY

John Vallejo, County Counsel

#### RECOMMENDED ACTION:

Approve Amendment No. 1 to the Agreement between the County of Inyo and Gibbs Giden Locher Turner Senet & Wittbrodt LLP, increasing the contract to an amount not to exceed \$431,050, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

This contract amendment is needed to develop the County's evidence and litigation effort for our existing lawsuit regarding construction defects and related issues at the Quilter COB. The County expects to recover most, if not all, of these costs, in addition to the costs of repairs, through this litigation effort.

#### FISCAL IMPACT:

<b>Funding Source</b>	Non-General Fund	<b>Budget Unit</b>	011809
<b>Budgeted?</b>	Yes	<b>Object Code</b>	5265
<b>Recurrence</b>	Ongoing Expenditure		
<b>Current Fiscal Year Impact</b>			
There is sufficient funding available for this request.			
<b>Future Fiscal Year Impacts</b>			
<b>Additional Information</b>			

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

Your Board could reject this amendment and abandon it's litigation against the developer and contractors at issue.

#### OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

**ATTACHMENTS:**

1. Amendment No. 1 Gibbs Giden
2. Gibbs Giden Locher Turner Senet & Wittbrodt LLP Sole-Source Contract

**APPROVALS:**

John Vallejo	Created/Initiated - 2/12/2024
Darcy Ellis	Approved - 2/12/2024
Denelle Carrington	Approved - 2/12/2024
John Vallejo	Approved - 2/12/2024
Amy Shepherd	Approved - 2/12/2024
Nate Greenberg	Final Approval - 2/13/2024

AMENDMENT NUMBER 1 TO  
AGREEMENT BETWEEN THE COUNTY OF INYO AND  
GIBBS GIDEN LOCHER TURNER SENET & WITTBRODT LLP FOR LEGAL SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Gibbs Giden Locher Turner Senet & Wittbrodt LLP (hereinafter referred to as the "Firm"), have entered into an Agreement for professional legal services dated July 18, 2023, (hereinafter the "Agreement").

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 approved in writing.

County and the Firm hereby amend such Agreement as follows:

1. Paragraph 1 of the agreement shall be modified to increase the not to exceed amount from \$100,000 to \$431,050.00.

This amendment shall be effective as of February 1, 2024.

All other terms and conditions of the Agreement shall remain unchanged.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS ON THE DATE SET FORTH BELOW.

**COUNTY OF INYO**

**GIBBS GIDEN LOCHER TURNER SENET & WITTBRODT**

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



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

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

APPROVED AS TO FORM AND LEGALITY:

Dated: February 10, 2024

  
\_\_\_\_\_  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

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

County of Inyo Contract Amendment

# *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 18<sup>th</sup> day of July 2023 an order was duly made and entered as follows:

*County Counsel –  
Gibbs Giden Locher  
Turner Senet &  
Wittbrodt LLP  
Sole-Source  
Contract*

Moved by Supervisor Marcellin and seconded by Supervisor Orrill to:

- A) Declare Gibbs Giden Locher Turner Senet & Wittbrodt LLP, a California limited liability law partnership (the "Firm"), a sole-source provider of legal services;
- B) Approve the agreement between the County of Inyo and the Firm for the provision of legal services in an amount not to exceed \$100,000 contingent upon the Board's approval of future budgets; and
- C) Authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 18<sup>h</sup>  
Day of July, 2023



NATHAN GREENBERG  
Clerk of the Board of Supervisors

A handwritten signature in blue ink, appearing to read "Nathan Greenberg".

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

<b>Routing</b>
CC X Purchasing Personnel Auditor CAO Other: DATE: July 28, 2023





# INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

July 18, 2023

Reference ID:  
2023-3967

### Contract with Gibbs Giden for Legal Services County Counsel ACTION REQUIRED

**ITEM SUBMITTED BY**

John Vallejo, County Counsel

**ITEM PRESENTED BY**

John Vallejo, County Counsel

**RECOMMENDED ACTION:**

- A) Declare Gibbs Giden Locher Turner Senet & Wittbrodt LLP, a California limited liability law partnership (the "Firm"), a sole-source provider of legal services;
- B) Approve the agreement between the County of Inyo and the Firm for the provision of legal services in an amount not to exceed \$100,000 contingent upon the Board's approval of future budgets; and
- C) Authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

**BACKGROUND / SUMMARY / JUSTIFICATION:**

The County is in need for specialized outside counsel for a potential upcoming litigation matter.

**FISCAL IMPACT:**

<b>Funding Source</b>	General Fund / Non-General Fund	<b>Budget Unit</b>	011809
<b>Budgeted?</b>	Yes	<b>Object Code</b>	5265
<b>Recurrence</b>	One-Time Expenditure		
<b>Current Fiscal Year Impact</b>			
Up to \$100,000. There is sufficient fund balance to cover this contract at this time.			
<b>Future Fiscal Year Impacts</b>			
None			
<b>Additional Information</b>			

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

Your Board could decide not to engage with Gibbs Giden for legal services. This is not recommended due to the important nature of the work we expect the Firm to perform for the County.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

1. Agreement for Legal Services

**APPROVALS:**

John Vallejo	Created/Initiated - 7/12/2023
John Vallejo	Approved - 7/12/2023
Darcy Ellis	Approved - 7/12/2023
Denelle Carrington	Approved - 7/13/2023
Amy Shepherd	Approved - 7/13/2023
Nate Greenberg	Final Approval - 7/13/2023

## **PROFESSIONAL SERVICES AGREEMENT**

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made and entered into as of this 18th day of July, 2023, by and between COUNTY OF INYO, a political subdivision of the State of California (the "County"), and GIBBS GIDEN LOCHER TURNER SENET & WITTBRODT LLP, a California limited liability law partnership (the "Firm").

### **RECITALS**

A. County, pursuant to its authority under all applicable law, desires to contract with Firm to provide legal services for the County as may be requested or required by the County Counsel, including, without limitation, special legal counsel in connection with a dispute that has arisen regarding the Inyo County Consolidated Office Building in Bishop, California, as well as other general advice on a day-to-day basis relating to public bidding, contracting, environmental, insurance, risk management issues, claims resolution and related legal services.

B. Firm is qualified to, and desires to, perform the foregoing professional services as necessary for the support of County Counsel and the County Board of Supervisors.

C. County and Firm wish to provide for the terms and conditions of retaining and employing Firm to provide legal services as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

### **AGREEMENT**

**1. Retention of Firm, Identification of Individual Legal Counsel.**

The County hereby retains and employs the Firm to provide legal services as may be requested or required in support of County Counsel or the County Board of Supervisors. County and the Firm understand and agree that Theodore L. Senet, Esq. will serve as the Firm's liaison to County Counsel regarding all services hereunder. Services hereunder shall include, but are not necessarily limited to, special legal counsel services relating to the Inyo County Consolidated Office Building in Bishop, California, and for general legal advice, in an amount not to exceed one hundred thousand dollars (\$100,000) without a signed written amendment to this Agreement approved by County Counsel.

**2. Independent Contractor.**

The Firm, and any attorneys or other persons employed by the Firm, shall at all times be considered independent contractors and not employees of the County, and shall not be entitled to any benefits of County's employees. Except to the extent provided herein, the County and its employees shall not have any control over the conduct of the Firm.

**3. Fees, Costs, and Expenses.**

**3.1** The County agrees to pay the Firm at the rates set forth in Exhibit "A," which is attached hereto and is incorporated herein by reference.

**3.2** The County agrees to pay out-of-pocket costs and expenses associated with the Firm's work pursuant to Exhibit "A."

**4. Statements/Task-Billing.** The Firm shall prepare and present to the County detailed monthly statements for professional and other services rendered to the County for the month preceding the statement, indicating each task performed by Firm. County shall pay the statements within thirty (30) days of receipt of the same. The Firm shall update County, upon request, regarding the status of Firm's billings.

**5. Insurance and Indemnification.**

**5.1.** The Firm shall carry Professional Liability/Errors and Omissions insurances in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in aggregate.

**5.2.** The Firm agrees to indemnify, defend and hold harmless, the County, its County Board of Supervisors, officers, agents, and employees from and against any claim, demands, damages, injury or judgment which arises out the negligent performance or willful misconduct of Firm in performing under this Agreement.

**6. Term and Termination.** The term of this Agreement shall continue until terminated by either party. The Firm shall serve under the terms of this Agreement at the pleasure of the County Counsel. The County hereby reserves the right to terminate this Agreement upon ten (10) days' written notice to the Firm for any reason or to require substitute Counsel personnel. In the event that the Firm's services are terminated, all unpaid charges shall be due and payable to the Firm for work actually performed up to the time of termination and for any other work that the Firm completes at the direction of the County. The Firm may terminate this Agreement, with or without cause, upon ninety (90) days' written notice to the County.

**7. Notice.** Any notices required by this Agreement shall be given by delivery of such notice by first-class mail, postage prepaid and concurrently by email. Such notices shall be addressed to each party at the address listed below. Either party may change the information in such notice upon written notice as provided herein.

County of Inyo  
224 N. Edwards St.  
Independence, CA 93526  
Attn: John-Carl Vallejo, County Counsel  
Phone: (760) 878-0229  
Email: jcvallejo@inyocounty.us

Gibbs Giden Locher Turner Senet & Wittbrodt LLP  
12100 Wilshire Boulevard, Suite 200  
Los Angeles, CA 90025  
Attn: Theodore L. Senet, Partner  
Phone: (310) 734-3311  
Email: tsenet@gibbsgiden.com

**8. County Officers and Employees; Non-Discrimination.**

**8.1** No officer or employee of the County shall be personally liable to the Firm, or any successor-in-interest, in the event of any default or breach by the County or for any amount which may become due to the Firm or to its successor, or for breach of any obligation of the terms of this Agreement.

**8.2** The Firm acknowledges that no officer or employee of the County has or shall have any direct or indirect financial interest in this Agreement nor shall the Firm enter into any agreement of any kind with any such officer or employee during the term of this Agreement and for one (1) year thereafter. The Firm warrants that the Firm has not paid or given, and will not pay or give, any third party any money or other consideration in exchange for obtaining this Agreement.

**8.3** In connection with its performance under this Agreement, the Firm shall not discriminate against any employee or applicant for employment because of actual or perceived race, religion, color, sex, age, marital status, ancestry, national origin (*i.e.*, place of origin, immigration status, cultural or linguistic characteristics, or ethnicity), sexual orientation, gender identity, gender expression, physical or mental disability, or medical condition (each a "prohibited basis"). Firm shall ensure that applicants are employed, and that employees are treated during their employment, without regard to any prohibited basis.

**9. Conflicts of Interest.** The Firm represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any legal representation which is in conflict with the legal services to be provided to the County under this Agreement, except with the County's express written consent and in the County's sole discretion. The Firm represents that no County employee or official has a material financial interest in the Firm. During the term of this Agreement and/or as a result of being awarded this contract, the Firm shall not offer, encourage or accept any financial interest in the Firm's business from any County employee or official.

**10. Files.** All legal files of the Firm pertaining to the County shall be and shall remain the property of the County. The Firm shall control the physical location of such legal files in a secure and accessible location during the term of this Agreement and be entitled to retain copies of such files, at Firm's expense, upon termination of this Agreement. The County agrees that the Firm may, in its discretion, maintain all or part of the County's client file in electronic format. The Firm may store part or all of the County's documents using secure cloud storage services. If the Firm elects to use cloud storage services, the Firm shall apply all reasonable methods to maintain the confidentiality of County's files, just as it does for the County's non-digital information. The County's data will be password protected and encrypted using currently available technology. The County may obtain information from its files by written request to the Firm.

**11. Modifications to the Agreement.** Unless otherwise provided for in this Agreement, modifications relating to the nature, extent or duration of the Firm's professional services to be rendered hereunder shall require the written approval of the parties. Any such written approval shall be deemed to be a supplement to this Agreement and shall specify any changes in the Scope of Services and the agreed-upon billing rate to be charged by the Firm and paid by the County.

**12. Assignment and Delegation.** This Agreement contemplates the personal professional services of the Firm and it shall not be assigned or delegated without the prior written consent of the County. The Firm shall supervise delegated work, except where precluded from doing so by virtue of a conflict of interest and where otherwise agreed to by the parties hereto.

**13. Legal Construction.**

**13.1** This Agreement is made and entered into in the State of California and shall, in all respects, be interpreted, enforced and governed under the laws of the State of California.

**13.2** This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the parties participated equally in the drafting of same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

**13.3** The article and section, captions and headings herein have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

**13.4** Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.

**14. Entire Agreement.** This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and contains all covenants and agreements between the parties with respect to such matter.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date indicated in the preamble to this Agreement and represent that they are authorized to bind their respective parties.

COUNTY OF INYO

Dated: 07/18/2023

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

Jennifer Roeser, Board Chair  
Inyo County Board of Supervisors

GIBBS GIDEN LOCHER TURNER SENET & WITTBRODT  
LLP

Dated: 7/12/2023

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

Theodore L. Senet, Partner

## EXHIBIT "A"

### GIBBS GIDEN LOCHER TURNER SENET & WITTBRODT LLP Rates and Billing Practices

1. **Rates:** Effective January 1, 2023, the hourly rates for legal personnel on this matter are as follows:

Theodore L. Senet	\$	375.00/hour
Other Partners	\$	350 - \$375/hour
Associates	\$	300 - \$325/hour
Paralegals/Law Clerks	\$	200.00/ hour

2. **Billing Practices:** Time is charged in minimum units of one-tenth (. 1) of an hour.

The time charged will include the time spent on telephone calls relating to the County's matters, including calls with the County, witnesses, opposing counsel, court personnel, state filing agencies, vendors, and other necessary telephone calls. The legal personnel assigned to the County's matters may confer among themselves about the matter, as required and appropriate. The Firm will charge for waiting time in court and elsewhere and for travel time, both local and out of town.

3. **Costs and Other Charges:**

(a) The Firm may incur various costs and expenses in performing legal services under this Agreement. The County agrees to pay for all costs, disbursements, and expenses in addition to the hourly fees. The costs and expenses commonly include, service of process charges, filing fees, court and deposition reporters' fees, jury fees, notary fees, deposition costs, conference call service charges, messenger and other delivery fees, postage, photocopying and other reproduction costs, travel costs including parking, mileage, transportation, meals and hotel costs, investigation expenses, consultants' fees, expert witness, professional, mediator, arbitrator and/or special master fees, and other similar items. Except for the IRS mileage rates, all costs and expenses will be charged at the Firm's cost.

(b) Out of town travel. The County agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by the Firm's personnel. The Firm will obtain prior written approval on traveling expenses exceeding \$300.

(c) Experts, Consultants and Investigators. To aid in the preparation or presentation of County's matter, it may become necessary to hire expert witnesses, consultants or investigators. County agrees to pay such fees and charges. Firm will select any expert witnesses, consultants or investigators to be hired, and County will be informed of, and have the opportunity to consent to, any and all persons chosen and their charges.

(d) Other Fees. The County understands that if any matter proceeds to court action or arbitration, the County may be required to pay fees and/or costs to other parties in the action. Any such payment will be entirely the responsibility of the County.



# INYO COUNTY BOARD OF SUPERVISORS

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NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

February 20, 2024

Reference ID:  
2024-132

### Mental Health Services Contract with GHC of Anberry LLC dba Anberry Rehabilitation Center Health & Human Services - Behavioral Health ACTION REQUIRED

#### ITEM SUBMITTED BY

Lucy Vincent, Administrative Secretary

#### ITEM PRESENTED BY

Anna Scott, Health & Human Services Director

#### RECOMMENDED ACTION:

- A) Declare GHC of Anberry, LLC dba Anberry Nursing & Rehabilitation Center of Atwater, CA, a sole-source provider of Mental Health Services; and
- B) Ratify and approve the agreement between the County of Inyo and GHC of Anberry, LLC dba Anberry Nursing & Rehabilitation Center of Atwater, CA for the provision of Mental Health Services in an amount not to exceed \$96,900 for the period of November 22, 2023 through June 30, 2024, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

Your Board approved Amendment No. 1 to the agreement between the County of Inyo and Life Generations Healthcare LLC on June 27, 2023, to facilitate placement of a conservatee at their Lakeside facility. This is a sole-source provider because Inyo County has no facilities for individuals with severe mental illness and/or dementia who require this level of care. Today, we are requesting ratification and approval of an agreement with GHC of Anberry LLC dba Anberry Nursing & Rehabilitation Center because a new LPS conservatee was placed there in November 2023. The parent company of this facility is the same as the Lakeside facility. This agreement is coming before your Board as a ratification due to delays in receiving the contract from the facility.

#### FISCAL IMPACT:

<b>Funding Source</b>	Non-General Fund-Mental Health Realignment or possibly new grant funds	<b>Budget Unit</b>	045200
<b>Budgeted?</b>	Yes	<b>Object Code</b>	5508
<b>Recurrence</b>	Ongoing Expenditure		
<b>Current Fiscal Year Impact</b>			
<b>Future Fiscal Year Impacts</b>			
<b>Additional Information</b>			



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

Your Board could choose not to approve this contract amendment. This is not recommended as doing so would jeopardize the placement of the conservatee.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

Inyo County Courts

**ATTACHMENTS:**

1. Anberry LLC Agreement

**APPROVALS:**

Lucy Vincent	Created/Initiated - 2/2/2024
Darcy Ellis	Approved - 2/6/2024
Lucy Vincent	Approved - 2/12/2024
Melissa Best-Baker	Approved - 2/12/2024
Gina Ellis	Approved - 2/12/2024
Lori Bengochia	Approved - 2/12/2024
Anna Scott	Approved - 2/12/2024
John Vallejo	Approved - 2/12/2024
Christian Milovich	Approved - 2/13/2024
Amy Shepherd	Approved - 2/13/2024
Nate Greenberg	Final Approval - 2/13/2024

**AGREEMENT BETWEEN COUNTY OF INYO AND  
GHC OF ANBERRY, LLC DBA ANBERRY NURSING & REHABILITATION CENTER  
FOR THE PROVISION OF MENTAL HEALTH SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Mental Health services of GHC of Anberry, LLC dba Anberry Nursing Rehabilitation Center (hereinafter referred to as "Contractor"), and in consideration of the mutual terms and conditions hereinafter contained, the parties 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 Anna Scott whose title is: HHS Director. 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 amount of services or work will be requested of the Contractor. 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.

**2. QUALIFICATIONS OF CONTRACTOR**

Contractor Is:

- An "Organizational Provider" as that term is defined in this paragraph. The term "Organizational Provider" means a provider of specialty mental health services, other than psychiatric inpatient hospital services or psychiatric nursing facility services. An Organizational Provider provides mental health services to beneficiaries through employees or by contracting with licensed mental health or registered professionals and other staff unless such staff is legally entitled to a waiver. An Organizational Provider shall be certified as meeting Short Doyle/Medical Provisions by County Behavioral Health Services Program (Inyo County HHS Behavioral Health Division) or State Department of Mental Health.
  
- A "Group Provider" as that term is defined in this paragraph. The term "Group Provider" means an organization that provides specialty mental health services through two or more individual providers. Group providers include entities such as independent practice associations, hospital outpatient departments, health care service plans, and clinics.

An “Individual Provider” as that term is defined in this paragraph. The term “Individual Provider” means a licensed mental health professional whose scope of practice permits the practice of psychotherapy without supervision who provides specialty mental health services directly to beneficiaries. Individual Providers include licensed physicians; licensed social workers; licensed marriage, family, and child counselors; and registered nurses certified in psychiatric nursing by the Board of Registered Nursing. Individual provider does not include licensed mental health professionals when they are acting as employees of any organizational provider or independent contractors of organizational providers other than the Contractor.

- a. Requirements applying to Individual, Group, and Organizational Providers:
  - i. Be certified and in good standing to provide services under the California Medi-Cal Program including those requirements contained in Article 3, Chapter 3, Subdivision 1, Division 3, of Title 22 of the California Code of Regulations; and
  - ii. Be a provider that complies and adheres to Title XIX of the Social Security Act and conform to all applicable Federal and State statutes and regulations.
  
- b. Terms applying to Organizational Providers: It is the duty of the Organizational Provider to ensure that all licensed staff possess the proper and valid credentials and comply with the provisions in (b)(i) and (b)(ii) below.
  - i. Therapeutic Behavioral Services (TBS)/Case Management Services (CMS) Provider. TBS/CMS may be provided to patients referred to an Organizational Provider hereunder provided TBS/CMS is provided under the direction of a Clinical Head of Service which includes Physicians, Psychologists, Licensed Clinical Social Workers, Marriage and Family Therapist, or a Registered Nurse with a Masters degree in Psychiatric Nursing.
  - ii. Intern in Marriage and Family Therapy or Associate Social Worker.
    - 1. Organizational Providers approved by Inyo County HHS Behavioral Health Division may use Interns and/or Associates (I/A) to administer services to patients provided the following requirements are met:
    - 2. The Organizational Provider must maintain malpractice insurance for an I/A under its supervision and maintain an employer-employee relationship.
    - 3. Organizational Providers must, prior to assigning authorized services, submit to Inyo County HHS Behavioral Health Division the I/A’s application, resume, photocopy of I/A’s and Supervisor’s license, Responsibility Statement for Supervisors, and proof of insurance coverage along with a description of the I/A’s training program.
    - 4. Every I/A must meet the following criteria:

- a. Individual must be post-masters and be certified by the Board of Behavioral Science for internship or associate status.
  - b. Documented clinical supervision must take place in accordance with current Board of Behavioral Science requirements for Interns and Associates.
  - c. Individual supervision will be augmented by two (2) documented hours of weekly multi-disciplinary group supervision. This supervision will be required for the first six months of experience and may be required for up to one year.
5. Supervisors must meet regularly to review intern's performance, develop and schedule training seminar topics, and monitor services provided.
  6. Documentation of required supervision shall be provided to Inyo County HHS Behavioral Health Division upon request.

**3. TERM.**

The term of this Agreement shall be from November 22, 2023 to June 30, 2024, unless sooner terminated as provided below.

**4. 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. 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, 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.
- c. 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 ninety six thousand nine hundred dollars (\$96,900) (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.
- d. Billing and payment. Contractor shall, each month, timely submit to the County, an itemized statement of all services and work performed at the County's request as described

in Attachment A. This statement will be submitted to the County not later than the fifteenth (15th) 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. Statements that are timely received by County will be paid to Contractor within 30 days of receipt.

e. Federal and State taxes

- i. 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.
- ii. 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).
- iii. 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.
- iv. 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.

**5. 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.

**6. DISBARMENT.**

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>.

## **7. COMPLIANCE WITH APPLICABLE LAWS**

Contractor agrees to comply with all applicable provisions of statutes, regulations, and other applicable law, and, to the extent consistent with applicable law, with all applicable State of California and Federal policies, including, without limitation:

- a. California Welfare & Institutions Code Divisions 5, 6, and 9;
- b. California Code of Regulations, Title 9;
- c. California Code of Regulations, Title 22;
- d. Bronzan-McCorquodale Act, Short-Doyle and Short-Doyle/Medi-Cal policies, including without limitation, such policies as set forth in applicable DMH Letters and applicable Cost Reporting/Data Collection (“CR/DC”) Manual, and as reflected in County’s contract with the State Department of Mental Health for the provision of Medi-Cal funds.

As part of this Agreement, Contractor agrees to enter into the attached County of Inyo HIPPA Business Associate Agreement.

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

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and utility connections as are 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.

## **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 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 the 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 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.

## **12. RECORDS AND AUDIT.**

Contractor shall maintain client records in the manner described in Attachment C.

Contractor shall maintain for each patient who has received services, a legible medical record either typewritten or written in ink, kept in detail and in a standard consistent with appropriate medical and professional practice licensing and certification requirements, which permits effective internal professional review, external medical audit process, and which facilitates an adequate system for follow-up treatment. Patient health records of discharged patients shall be completed and filed within 30 days after termination of each episode of treatment and such records shall be kept for a minimum of ten (10) years, except for minors whose records shall be kept at least until one (1) year after the minor has reached the age of 19, but in no case less than seven (7) years consistent with California Code of Regulations, Title 22 Section 75054. Psychologists are required to maintain patient records for ten (10) years from the patient's discharge date, or in the case of a minor, seven years after the minor reaches 18 years of age consistent with California Business and Professions Code Section 2919. Contractor shall forward original entries to Inyo County HHS Behavioral Health Division within 24 hours of service provision for incorporation into client's current chart, if requested by Inyo County HHS Behavioral Health Division.

Contractor shall make all books and records pertaining to the goods and services furnished under the terms of this Agreement available for inspection, examination, fiscal audits, program compliance and beneficiary complaints review, or copying:

- a. By Inyo County HHS Behavioral Health Division, the State Department of Mental Health, the State Department of Health Services, the United States Department of Health and Human Services, the Controller General of the United States, and other authorized federal and state agencies or their duly authorized representatives.



- b. At all reasonable times at the Provider's normal place of business or at such other mutually agreeable location in California.
- c. In a form maintained in accordance with the general standards and Inyo County HHS Behavioral Health Division standards applicable to such book or record keeping.
- d. For the term and duration consistent with paragraph 5 above, ten (10) years following the final date of the contract period.

Contractor shall prepare and maintain accurate and complete appropriate financial records regarding the costs and charges for services rendered to patients hereunder. Contractor shall retain such records for each patient until the latest of the date which is (a) at least seven (7) years from the last date of service to which the records pertain or (b) the date on which all relevant State of California and Federal audit findings are resolved. The provisions of this section are in addition to the other provisions regarding record keeping which are set forth in this Agreement. Contractor shall provide to Inyo County HHS Behavioral Health Division such financial and other reports regarding Indigent Patient Services and other services provided to Patients as Inyo County HHS Behavioral Health Division shall reasonably request in writing related to Inyo County HHS Behavioral Health Division's fulfillment of its BMA or Short-Doyle/Medi-Cal reporting obligations.

### **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, color, religion, ancestry, gender, sexual orientation, age, national origin, or mental or physical handicap. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

Contractor will not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual preference or mental or physical handicap. Patients referred under this contract shall receive the same level of care as provided to all other patients served by Contractor.

### **14. PATIENTS' RIGHTS**

Contractor shall comply with applicable patients' rights provisions in Cal. Welfare & Institutions Code Division 5, Part I; Title 9, California Code of Regulations, Subchapter 4; and other applicable law in the provision of services to patients hereunder. Contractor shall adopt and post in a conspicuous place a written policy on patient rights in accordance with Section 70707 of Title 22 of the California Code of Regulations and Section 5325.1 of the Welfare and Institutions



Code. Complaints by patients and/or beneficiaries with regard to substandard conditions may be investigated by the County's Patients' Right Advocate, County or State Department of Mental Health, or by the Joint Commission on Accreditation of Healthcare Organization, or such other agency, as required by law or regulation. Contractor is responsible for posting information on grievance and appeal processes at all facilities and accessible to individuals and their beneficiaries receiving services at the facility. Contractor shall make available for use by patients or beneficiaries at Contractor sites, without requiring either written or verbal request, both grievance and appeal forms and Inyo County Mental Health self-addressed envelopes.

**15. 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.

**16. ASSIGNMENT.**

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

**17. DEFAULT.**

If the Contractor abandons the work, 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 for services and work satisfactorily performed to the date of termination.

**18. 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.

**19. CONFIDENTIALITY.**

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.

With respect to any identifiable information concerning a patient under this Agreement that is obtained by the Contractor, the Contractor shall: (a) not use any information for any purpose other than carrying out the express terms of the Agreement; (b) promptly transmit to Inyo County HHS Behavioral Health Division all requests for disclosure of such information; (c) not disclose, except as otherwise specifically permitted by the Agreement, any such information to any party other than Inyo County HHS Behavioral Health Division, the U.S. Department of Health and Human Services, the State Department of Health Services, or the State Department of Mental Health without Inyo County HHS Behavioral Health Division's prior written authorization specifying that the information is releasable under Title 42, CFR, Section 431.300 et seq., Section 14100.2, Welfare and Institutions Code, and regulations adopted thereunder; (d) at the expiration or termination of the Agreement, return all such information to Inyo County HHS Behavioral Health Division or maintain such information according to written procedures sent Inyo County HHS Behavioral Health Division by the State Department of Health Services for this purpose.

## **20. CONFLICTS.**

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

## **21. 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.

## **22. SEVERABILITY.**

If any portion of this Agreement shall be declared invalid by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

**23. 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).

**24. AMENDMENT.**

This Agreement may be modified by the mutual consent of the parties 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 regarding this Agreement 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>HHS - Behavioral Health</u>	Department
<u>1360 North Main Street, Suite 124</u>	Address
<u>Bishop, CA 93514</u>	City and State

Contractor	
<u>GHC of Anberry, LLC dba Anberry</u>	Name
<u>Nursing &amp; Rehabilitation Center</u>	Name
<u>Attn: Administrator</u>	Attention
<u>1685 Shaffer Road</u>	Address
<u>Atwater, CA 95301</u>	City and State

Copy to	
<u>Generations Healthcare</u>	Name
<u>Attn: Legal Counsel</u>	Attention
<u>6 Hutton Centre Drive, Suite 400</u>	Address
<u>Santa Ana, CA 92707</u>	City and State
<u>MarissaBrandel@lifegen.net</u>	

**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.

**COUNTY OF INYO**

**CONTRACTOR**

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

By: *Lois Mastrocola*  
Signature

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

Lois Mastrocola  
\_\_\_\_\_  
Print or Type Name

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

Date: 02/05/2024

APPROVED AS TO FORM AND LEGALITY:

*Grace Weitz*  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

*Christie Martindale*  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

*K. Oney*  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

*Aaron Holmberg*  
County Risk Manager

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO AND  
GHC OF ANBERRY, LLC DBA ANBERRY NURSING & REHABILITATION CENTER  
FOR THE PROVISION OF MENTAL HEALTH SERVICES**

**SCOPE OF WORK**

See attached “Scope of Services.”

## Exhibit A

### **SCOPE OF SERVICES**

CONTRACTOR agrees to provide COUNTY with Skilled Nursing Facility (SNF) services/Special Treatment Program (STP) services, or other such services as required by the licensure of the facility to mentally disabled adult persons ages 18 years and older pursuant to: Welfare and Institutions Code, Division 5, commencing with Section 5000; California Code of Regulations Title 22, Sections 72443- 72475 and Title 9, Sections 786.0-786.23; California Department of Health Care Services (DHCS), formerly the California Department of Mental Health (DMH) , Policies and Directives; and other applicable statutes and regulations according to facilities licensure requirements.

1. Compliance with Medi-Cal Mental Health Plan (MHP) Requirements:
  - 1.1. CONTRACTOR shall comply with all applicable provisions of the COUNTY MHP or successor contract with the State of California which is in effect at the time services are provided, available from COUNTY upon request. All services, documentation, and reporting shall be provided in conformity with the requirements of all pertinent laws, regulations, and County requirements.
  - 1.2. CONTRACTOR shall comply with all applicable provisions of the Federal mental health requirements.
  - 1.3. CONTRACTOR agrees to comply with all applicable provisions of the State of California Standard Agreement between COUNTY and DHCS for Managed Mental Health Care including, but not limited to, payment authorizations, utilization review, beneficiary brochure and provider lists, service planning, cooperation with the State Mental Health Plan's Quality Improvement (QI) Program, and cost reporting. A copy of the Standard Agreement will be provided to CONTRACTOR by COUNTY under separate cover upon request.

#### **1. Goals and Outcomes**

Contractor's program shall have the following goals and objectives:

##### **1.1. Goals:**

- 1.1.1. To aid patients in reconstituting from the crisis that precipitated their acute hospitalization, to prevent further disintegration that could lead to acute hospitalization, to prevent placement in more restrictive longer-term settings.

- 1.1.2. The facility shall offer no less than 27 program hours per week. Patients shall demonstrate improved functional behavior, as measured by movement through the facility levels of assessment phase.
- 1.1.3. To explore individual potential for improvement of quality of life, so as to significantly reduce recidivism to acute care facilities and prevent admission to other locked long- term care facilities or state hospitals.
- 1.1.4. To develop alternative therapeutic interventions for the target population that will enable them to remain in the community for significantly longer periods of time.
- 1.1.5. Clients shall have reduced medication levels, as measured through medication usage.
- 1.1.6. The Contractor's program shall offer benefit to clients through a variety of rehabilitation services such as (but not limited to) the following: individualized and group counseling; AA/NA/12 step groups; educational and GED prep sessions; wellness and recovery groups; art therapy; relapse prevention groups; nutritional counseling; life skills training; stress reduction; self-management skills; exercise group, social skills groups; DBT; CBT; peer support; vocational training and groups; personal motivation groups; pharmacology groups; and anger management.

1.2. Outcome Objectives:

- 1.2.1. Ninety percent (90%) of clients with a planned discharge (excluding clients who elope and do not return or who die) have improved their functioning
- 1.2.2. At least 90% of residents admitted will complete six months of residency or be successfully placed at a lower level of care. Patients who are discharged and readmitted within three weeks will be considered to have continuous residency.
- 1.2.3. For patients completing three months of residency, acute psychiatric hospitalization will be reduced 70% in the six months following discharge compared to the average six-month period in the two years prior to admission.
- 1.2.4. Recidivism: At least 60% of patients with a planned termination will not be admitted in an acute care psychiatric hospital within six months after discharge.

## 2. Target Population and Geographic Area

2.1. Target Population: Contractor shall provide the services described herein to the following target population:

- 2.1.1. Contractor shall serve patients who have a chronic psychiatric impairment and whose adaptive functioning is impaired as described and defined in Title 22 of the California Code of Regulations, Section 51335. 72443-72475.
- 2.1.2. The population to be served by this program is mentally ill adults, from 18 and older, in need of structured, round-the-clock psychiatric care and treatment. Most of the patients will have episodic psychiatric illnesses of long duration, which may be accompanied by medical problems.
- 2.1.3. As a result their histories may be characterized with multiple previous hospitalizations in acute care, locked long-term care and/or State hospital facilities., detention under permanent conservatorships, alienation from their families of origin or conflicting family relationships, history of interrupted or aborted educations experiences, multiple fragmented contacts with community mental health and social service agencies, reliance on public assistance and supplemental income, inability to structure time or pursue long-range goals with any degree of success, a lack of social and vocational skills common to the age grouping into which these patients fall, and finally, a generally consistent expressed and active resistance to treatment.
- 2.1.4. These patients tend to consume a disproportionate share of limited mental health resources. Caring for this targeted population requires specialized IMP/STP facilities. This is the most efficient and effective means of insuring their well-being.
- 2.1.5. Individuals that are temporarily or permanently conserved, or may sign a voluntary admission agreement

2.2. Service Locations and Hours of Operation

2.2.1. Contractor facility addresses:

***Horizon Health & Subacute: 3034 Herndon Avenue, Fresno CA 93722***

***Anberry Nursing & Rehabilitation: 1685 Shaffer Road, Atwater, CA 95301***

2.2.2. 24 hours, seven days a week.



### **3. Requirements for Service Delivery**

- 3.1. Contractor shall admit patients with a DSM V diagnosis subject to bed availability, the order of a physician, and compliance with reasonable admission policies and procedures and individuals in need of 24-hour skilled nursing services. Patients who may have histories of, and without adequate treatment are at risk of displaying behavioral symptoms which preclude them from being admitted into a lower-level care facility, shall also be considered acceptable for admission. Frequency, scope, and severity of these behaviors are a determining factor to be negotiated on an individual patient basis between COUNTY and the Contractor. It is agreed by COUNTY and the Contractor that individuals whose mental illness is deemed appropriate for acute care, as well as individuals suffering exclusively from developmental disability, mental retardation, or physical illnesses (without a psychiatric component) shall not be considered for admission.
- 3.2. Contractor shall provide the basic service level (the minimum array of services provided to IMD patients) which fully comply with Title 22 of the California Code of Regulations. Section 72445 which includes, when appropriate, life skill training, money management, training on accessing community services, transitional programs, and discharge planning. It is further agreed by the Contractor that basic services shall also include reasonable access to required medical treatment and up-to-date psychopharmacology and transportation to needed off-site services and bilingual and bicultural programming, as appropriate.
- 3.3. Services: Contractor shall provide, operate, and maintain an STP program in accordance with the most current Title 22, California Code of Regulations related to Skilled Nursing Facility (SNF) and Special Treatment Programs (STP) regulations, and the current Program Manual for Skilled Nursing Facilities with Special Treatment Programs from the State Department of Health Care Services.
- 3.4. Bed Hold Days: When a client is out of the facility for up to 168 hours (7 days) due to extenuating circumstances (e.g., hospitalization at a non-Fee-for-Service Hospital, or an authorized visit to the client's family), the Contractor shall be allowed to claim for bed hold days. With prior approval by the Contracting Officer's Representative ("COR"), bed hold days may be billed at the negotiated rate per day less the estimated cost of food.
- 3.5. Contractor shall pay for ancillary costs at the direction of the COR based on the directive of the Department of Health Care Services.

3.6. Contractor shall perform the following additional activities, but are not limited to:

- 3.6.1. Actively participate in client discharge planning with County Adult Behavioral Health Services Case Manager and client.
- 3.6.2. Participate in meetings as directed by the County, to support collaboration with the County, in order to ensure efficient process and operations.
- 3.6.3. Cultural Competence: COR shall meet the standards as delineated in the County's Cultural Competence Standards.

3.7. Admission Criteria:

- 3.7.1. To be eligible for admission, a patient must be:
- 3.7.2. At least 18 years of age.
- 3.7.3. Diagnosed as having a disabling psychiatric disorder such as Schizophrenia or affective disorders and require treatment in a 24-hour locked residential setting; and
- 3.7.4. Temporarily or permanently conserved.
- 3.7.5. Program Monitor: COUNTY shall designate a Program Monitor, who will assure that the program goals and objectives are met in accordance with contract terms and conditions. The Contractor will be notified in writing of the COUNTY designee responsible for program monitoring, referrals, approvals, and certification.
- 3.7.6. Screening/Referral Process:
  - 3.7.6.1. COUNTY program monitor or designee will authorize all admissions of patients admitted to the facility under the terms of this contract. COUNTY will designate in writing the responsible individual(s) who will coordinate and be responsible for screening, referrals, and monitoring of this Agreement.
  - 3.7.6.2. Patients with complicated medical problems or conditions shall be carefully and individually screened with consultation from the Contractor's program and medical staff prior to acceptance and admission.
- 3.7.7. The following patients will not be acceptable for admission:

- 3.7.7.1. Patients with an infectious disease for whom Contractor cannot provide proper isolation or who cannot cooperate with needed isolation procedures and restrictions.
- 3.7.7.2. Any patient needing drug or alcohol detoxification.
- 3.7.7.3. Those with a primary diagnosis of sociopathy or substance abuse.
- 3.7.7.4. Patients under 18 years of age.
- 3.7.7.5. Patients with incontinence will be evaluated on a case-by-case basis
- 3.7.7.6. Patients on any life support equipment, i.e., oxygen or IV.
- 3.7.7.7. Patients in which their medical or mental health needs cannot be provided with in the facility.
- 3.7.7.8. Voluntary patients
- 3.7.7.9. Patients that physically assaulted or harmed anyone in the last 30 days
- 3.7.7.10. Patients that are currently suicidal
- 3.7.7.11. Patients in restraints

3.7.8. Personal Considerations:

- 3.7.8.1. Upon admission, Contractor shall inform the patient of Patient's Rights as well as the rules and regulations of the program. Patient shall also be informed of the charge for care.
- 3.7.8.2. Contractor shall maintain a policy of equal access to treatment and service or all applicants meeting admission criteria. Patient Certification: Certification and recertification procedures shall be completed by the facility staff and reviewed by the COUNTY. All patients must be certified and approved by COUNTY prior to admission. Contractor will not be paid for any patient that has not been certified and approved by COUNTY. Patients will be reviewed on a regular basis by COUNTY program monitor or designee.

3.8. Clinical Program Description:

- 3.8.1. The major components of the treatment program shall follow four, more or less defined segments of clinical recovery.

- 3.8.2. Patient Orientation – The central focus of initial treatment will be to provide the patient with a safe, predictable, reality oriented physical and psychological environment. Treatment will address the reduction of presenting symptomatology, but from the start will begin to consider possible outcomes and placement options.
  - 3.8.3. Assessment and Treatment Planning – This process includes the interdisciplinary assessment of the patient and the development of an integrated treatment plan by the treatment team.
  - 3.8.4. Rehabilitation and Treatment Milieu – During their stay, the patients will participate in group and individual activities directed towards restoring and/or achieving increased levels of function and independence in order to promote rapid return to the community.
  - 3.8.5. Discharge Preparation – The final clinical segment will focus upon finalizing preparation of the patient for returning to community life in the least restrictive environment. Linkages will be established with community care providers and other support resources, and treatment will be scaled down with increasing privileges. Whenever possible and appropriate, coordination will be established with patients' families.
- 3.9. Discharge Criteria and Planning: The contractor shall designate staff to provide planning for client discharges to less restrictive levels of care and follow-up treatment to other licensed facilities in coordination with the County. The County Program Monitor reserves the right to discharge clients when they disagree with clinical judgment of the facility professional staff. Should such circumstances occur, it will be duly recorded in the client's medical record that the discharge was made against medical advice. Contractor shall complete the County identified level of care tool at quarterly reviews beginning at six months of stay and when clients are discharged.
- 3.10. Limitations of Service: Any applicant shall be served if financial support can be provided by the patient, his/her family, county, billing State or Federal funding, or any other third-party payer. The program is not designed for patients whose mental impairments or need for nursing care services are higher than those provided by the Contractor. Contractor may discharge to acute psychiatric services any patient whose level of impairment requires acute hospitalization.
- 3.11. Minimum Staffing Qualifications: Contractor shall comply with staffing requirements as are in Title 22, California Code of Regulations. Contractor shall have on file job description, including minimum qualifications for

employment and duties performed for all personnel whose salaries, wages, and benefits are reimbursable in whole or in part under this contract.

3.12. Prior Authorization:

3.12.1.Process: COUNTY shall provide Contractor with a completed authorization form prior to each patient admission. A patient may be admitted on the basis of verbal authorization from the COUNTY designee by mutual consent of the COUNTY designee and Contractor. The COUNTY designee supplies a completed authorization form within ten (10) working days from the date of admission.

3.12.2.Billing for Services: Contractor shall be responsible for applying for any third-party revenues, including the collection of SSI/SSP revenue.

3.13. Contractor shall perform linkage and referrals to community-based organizations including, but not limited to, primary care clinics and complementary healing centers, faith-based congregations, ethnic organizations and peer-directed programs such as Clubhouses.

3.14. Contractor's program and services shall be trauma-informed and accommodate the vulnerabilities of trauma survivors and allow services to be delivered in a way that will avoid inadvertently re- traumatizing people and will facilitate consumer participation in services.

3.15. To ensure equal access to quality care by diverse populations, each service provider receiving funds from this contract shall adopt the federal Office of Minority Health (OMH) Culturally and Linguistically Appropriate Service (CLAS) national standards. The National CLAS standards are located at:

<https://www.thinkculturalhealth.hhs.gov/clas>

3.16. Tuberculosis (TB) Testing. Contractor shall follow TB testing guidelines for all employees and client residents.

**4. Data Collection and Reporting Requirements**

4.1. Quarterly status reports

**5. Customer Satisfaction Surveys**

Contractor shall conduct semi-annual customer satisfaction surveys during the term of the contract.

The survey shall include at minimum the following:

- All major services provided
- A survey of current customers
- A survey of former customers
- Rating of specific services offered or provided to the customer
- A provision for comments in every survey.

5.1. Contractor shall conduct the survey, compile the data and submit report findings to the County semi- annually.

5.2. Contractor shall specify the total number of participants who responded to the survey compared to the total number of participants served.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO AND  
GHC OF ANBERRY, LLC DBA ANBERRY NURSING & REHABILITATION CENTER  
FOR THE PROVISION OF MENTAL HEALTH SERVICES**

See attached "Payment Provisions."

## **Attachment B**

### **PAYMENT PROVISIONS**

This payment provision is subject to modification with written approval of the County Contract Administrator, not to exceed the total payment indicated in the main Agreement. Payment shall be made to CONTRACTOR for the number of days service is provided under this Agreement pursuant to the following conditions and terms:

1. For those COUNTY persons served under this Agreement ages 18 years and older, COUNTY shall be responsible to CONTRACTOR for the SNF/STP rate approved by California Department of Health Care Services which is currently identified as the standard rate at the end of this Exhibit.
2. COUNTY shall also be responsible to CONTRACTOR for an additional Ancillary Services Rate as contained in the rate schedule at the end of this Exhibit. SNF/STP rates shall be adjusted in accordance with DHCS annual published rates (AB 1629). The designated COUNTY and CONTRACTOR staff shall mutually determine the Enhanced Level of Care for COUNTY persons. The maximum daily rate to be paid by COUNTY to CONTRACTOR is a combination of the approved SNF/STP rate plus the applicable Ancillary Services Rate.
3. The specific number of bed days purchased in the service type categories (SNF/STP) may vary upon clinical need and availability, and no minimum is guaranteed. The specific cost per bed in each of the aforementioned categories will be as contained at the end of this exhibit. Any rate that is not listed (i.e., single room occupancy) will be negotiated and agreed upon by both parties prior to the period for which the rate will be charged.
4. Bed Hold. Bed Holds once authorized, will remain in effect until which time the patient returns to the facility or either party (County or facility) notifies the other of its desire to discontinue the bed hold. The bed hold day rate may be authorized for patients on unauthorized leave, AWOL, and status of COUNTY has been notified within one (1) business day of the patient's absence. Non-Medi-Cal eligible patients shall be charged the Bed Hold rate to reserve their bed.
5. Patient Fees and Third-Party Billing:
  - 5.1. COUNTY residents receiving services as described in Section 1 shall be charged for such services in accordance with their ability to pay, but such charges shall not exceed the actual cost of providing such services. CONTRACTOR shall determine patient fees for COUNTY residents based upon the ability to pay principle. CONTRACTOR shall establish policies and procedures for such fee assessment and collection including publication of current fee schedules for all billable services, which should be updated annually, covering all reimbursable costs. At no time is CONTRACTOR free to withhold services due to a COUNTY patient's inability to pay for all or a portion of services at the time they are required. After this Agreement's expiration or cancellation, CONTRACTOR will continue to bill patients monthly to collect all revenue for services rendered to COUNTY residents during the term of this Agreement. Patient fees collected from COUNTY residents shall be budgeted and utilized to offset the costs charged against this Agreement.



- 5.2. Non-Medi-Cal beneficiaries receiving mental health services shall be charged fees in accordance with the DHCS Uniform Method of Determining Ability to Pay (UMDAP). CONTRACTOR shall report UMDAP fees paid to COUNTY annually. The patient's annual liability shall be calculated in accordance with UMDAP effective 10/1/1989.
- 5.3. CONTRACTOR shall be responsible for billing and collecting from all third-party revenue sources for COUNTY patients receiving services including, but not limited to, private insurance co-payments and Medi-Cal Share-of-Cost. CONTRACTOR shall recover the value of covered services rendered to beneficiaries whenever the beneficiaries are covered for the same services, either fully or partially, under any other State or Federal medical care program or under other contractual or legal entitlement including, but not limited to, a private group or indemnification program, but excluding instances of the tort liability of a third party or casualty liability insurance.
- 5.4. CONTRACTOR shall first apply any COUNTY patient revenues collected (including, but not limited to: patient fees, third party reimbursements, private contracts, VA, food stamps, general assistance, social security payments or any other source of COUNTY patient revenues) to billable services as an offset to the costs charged against this Agreement. The remaining balance may be claimed against this contract funding.
- 5.5. CONTRACTOR shall not submit a claim to, or demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty mental health or related administrative services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments.

## LONG TERM CARE PATCH RATES

Item	Pay Point Description	Daily Rate per Client
LTC Patch A	<b>Special Care Standard Rate</b> Adult Ambulatory Mental Health In-Patient Client/24-Hour Facility that includes: <ul style="list-style-type: none"> <li>• Basic Care Services</li> <li>• LTC Treatment Services</li> <li>• Case Management Services</li> </ul>	\$250/day
LTC Patch B	<b>Special Care Additional Services Rate</b> Adult Adaptive, Special, Extraordinary Needs Mental Health In-Patient Client/24-Hour Facility includes: <ul style="list-style-type: none"> <li>• Basic Care Services</li> <li>• LTC Treatment Services with Medical Acuity</li> <li>• Case Management Services</li> <li>• Rehab Services</li> <li>• Increased Psychology Intervention</li> </ul>	\$275/day
LTC Patch C	<b>Special Care Additional Services Intense Rate</b> Adult Adaptive, Special, Extraordinary Needs Mental Health In-Patient Client/24-Hour Facility that includes: <ul style="list-style-type: none"> <li>• Basic Care Services</li> <li>• Treatment Services</li> <li>• Intense Case Management Services</li> <li>• High acuity – behavioral and medical</li> <li>• AWOL Risk</li> <li>• Increased Psychology and Psychiatry Intervention</li> <li>• Additional staffing required for safety/supervision</li> <li>• Specialty Psychiatry and/or Medical Services</li> </ul>	\$300/day
**LTC Indigent Patch Rate	<b>Clients With No Active Medi-Cal Benefits</b>	A - \$425/day B - \$450/day C - \$475/day
LTC Murphy Patch Rate	<b>Murphy Client</b>	A - \$450/day B - \$475/day C - \$500/day
**LTC Murphy Indigent Patch Rate	<b>Murphy Clients With No Active Medi-Cal Benefits</b>	A - \$600/day B - \$625/day C - \$650/day

## SPECIAL TREATMENT PROGRAM PATCH RATES

Item	Pay Point Description	Daily Rate per Client
STP Patch A	<b>Special Care Standard Rate</b> Adult Ambulatory Mental Health In-Patient Client/24-Hour Facility that includes: <ul style="list-style-type: none"> <li>• Basic Care Services</li> <li>• Treatment Services</li> <li>• Case Management Services</li> </ul>	\$325/day
STP Patch B	<b>Special Care Additional Services Rate</b> Adult Adaptive, Special, Extraordinary Needs Mental Health In-Patient Client/24-Hour facility that includes: <ul style="list-style-type: none"> <li>• Basic Care Services</li> <li>• Treatment Services</li> <li>• Case Management Services</li> <li>• Rehab Services</li> <li>• Increased Psychology Intervention</li> </ul>	\$360/day
STP Patch C	<b>Special Care Additional Services Intense Rate</b> Adult Adaptive, Special, Extraordinary Needs Mental Health In-Patient Client/24-Hour Facility that includes: <ul style="list-style-type: none"> <li>• Basic Care Services</li> <li>• Treatment Services</li> <li>• Case Management Services</li> <li>• High acuity – Behavioral and/or Medical</li> <li>• AWOL Risk</li> <li>• Increased Psychology and Psychiatry Intervention</li> <li>• Additional staffing required for safety/supervision</li> <li>• Specialty Psychiatry and/or Medical Services</li> </ul>	\$395/day
**STP Indigent Patch Rate	<b>Clients With No Active Medi-Cal Benefits</b>	A - \$500/day B - \$535/day C - \$570/day
STP Murphy Patch Rate	<b>Murphy Client</b>	A - \$475/day B - \$500/day C - \$525/day
**STP Murphy Indigent Patch Rate	<b>Murphy Clients With No Active Medi-Cal Benefits</b>	A - \$650/day B - \$675/day C - \$700/day

\*\* The Indigent Rate indicated in the rate table of this agreement will apply when the County client does not have active Medi-Cal benefits, either upon admission or at any time during the Client's stay with Contractor. Contractor will have one hundred eighty (180) days after the date of service to bill the approved Indigent Rate days to the County, no other billing timelines specified in this contract will apply. County will notify Contractor immediately if Client is successfully enrolled in Medi-Cal and benefits become active. If Contractor receives payment from another payment source for the approved Indigent Rate days billed to and paid by the County, Contractor will refund the County for only the days and amount paid by the other payment source.

## COUNTY OF INYO HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is made by and between the Inyo County Health and Human Services Behavioral Health Division, referred to herein as Covered Entity (“CE”), and GHC of Anberry, LLC Anberry Nursing & Rehabilitation Center, referred to herein as Business Associate (“BA”). This Agreement is effective as of 11/22/2023, (the “Agreement Effective Date”).

### **RECITALS**

CE wishes to disclose certain information to BA pursuant to the terms of the contract between BA and the California Institute of Mental Health (“CIMH”), herein referred to as (“Contract”), some of which may constitute Protected Health Information (“PHI”) defined below.

CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws.

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this Agreement.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

### **1. Definitions**

- a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].
- b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- f. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.

- g. **Electronic Health Record** shall have the meaning given to such term in the HITECT Act, including, but not limited to, 42 U.S.C. Section 17921.
- h. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- i. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- j. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
- k. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.
- l. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- m. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

## 2. **Obligations of Business Associate**

- a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Agreement. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].
- b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Agreement. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

- c. **Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by CIMH to BA for services provided pursuant to the Contract.
- d. **Appropriate Safeguards.** BA shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316. [42 U.S.C. Section 17931].
- e. **Reporting of Improper Access, Use or Disclosure.** BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than ten (10) calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].
- f. **Business Associate's Agents.** BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).
- g. **Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).
- h. **Amendment of PHI.** Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
- i. **Accounting Rights.** Within ten (10) days of notice by CE of a request for an accounting of disclosures of Protected Information, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its



obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individuals' authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Agreement [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528].

- j. **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- k. **Minimum Necessary.** BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)] BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- l. **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.
- m. **Notification of Breach.** During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- n. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.



- o. **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BA has complied with this Agreement; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, and (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Agreement, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Agreement. BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

### 3. Termination

- a. **Material Breach.** A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, any provision in the Contract to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].
- b. **Judicial or Administrative Proceedings.** CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.
- c. **Effect of Termination.** Upon termination of the Contract for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2)(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

### 4. Disclaimer

CE makes no warranty or representation that compliance by BA with this Agreement, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

### 5. Amendment

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Contract of Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately

safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Contract or Agreement when requested by CE pursuant to this Section or (ii) BA does not enter into an amendment to the Contract or Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

**6. Assistance in Litigation of Administrative Proceedings**

BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Contract or Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA by the BA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is named adverse party.

**7. No Third-Party Beneficiaries**

Nothing express or implied in the Contract or Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

**8. Effect on Contract**

Except as specifically required to implement the purposes of this Agreement, or to the extent inconsistent with this Agreement, all other terms of the Contract shall remain in full force and effect.

**9. Interpretation**

The provisions of this Agreement shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Agreement. This Agreement and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Agreement Effective Date.

COVERED ENTITY

BUSINESS ASSOCIATE

County of Inyo

GHC of Anberry, LLC dba Anberry Nursing & Rehabilitation Center

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

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

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

Print Name: Lois Mastrocola

Title: \_\_\_\_\_

Title: CFO

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

Date: 02/05/2024

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO AND  
GHC OF ANBERRY, LLC DBA ANBERRY NURSING & REHABILITATION CENTER  
FOR THE PROVISION OF MENTAL HEALTH SERVICES**

**STATE DEPARTMENT OF HEALTH CARE SERVICES  
DOCUMENTATION STANDARDS FOR CLIENT RECORDS**

**Inyo County Health and Human Services- Behavioral Health Division  
Policies and Procedures**

**Criteria for Access to SMHS, Medical Necessity and other Coverage  
Requirements  
And Documentation Standards**

<b>Version:</b>	1.0	<b>Effective 05/25/22</b>	5/25/2022 Revised 02/28/23
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**REFERENCES:**

Behavioral Health Information Notice (BHIN) No: 21-073,  
Behavioral Health Information Notice (BHIN) No: 22-019  
CA WIC section 14184.402  
9 CCR 1830.205

**DEFINITIONS:**

ICBHS – Inyo County Behavioral Health Services  
DHCS Department of Health and Social Services – State of California  
SMHS – Specialty Mental Health Services  
DMC – Drug Medi-Cal

**POLICY**

Pursuant to Welfare and Institutions Code section 14184.402(a), for individuals 21 years of age or older, a service is “medically necessary” or a “medical necessity” when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain as set forth in Welfare and Institutions Code section 14059.5.

For individuals under 21 years of age, a service is “medically necessary” or a “medical necessity” if the service meets the standards set forth in Section 1396d(r)(5) of Title 42 of the United States Code. This section requires provision of all Medicaid-coverable services necessary to correct or ameliorate a mental illness or condition discovered by a screening service, whether or not such services are covered under the State Plan. Furthermore, federal guidance from the Centers for Medicare & Medicaid Services makes it clear that mental health services need not be curative or restorative to ameliorate a mental health condition. Services that sustain, support, improve, or make more tolerable a mental health condition are considered to ameliorate the mental health condition and are thus medically necessary and covered as EPSDT services.

Services provided to a beneficiary must be medically necessary and clinically appropriate to address the beneficiary’s presenting condition.

**Criteria for Adult Beneficiaries to Access the Specialty Mental Health Services Delivery System:**

For beneficiaries 21 years of age or older, a county mental health plan shall provide covered specialty mental health services for beneficiaries who meet both of the following criteria, (1) and (2) below:

- (1) The beneficiary has one or both of the following:
  - a. Significant impairment, where impairment is defined as distress, disability, or dysfunction in social, occupational, or other important activities.
  - b. A reasonable probability of significant deterioration in an important area of life functioning. AND
- (2) The beneficiary's condition as described in paragraph (1) is due to either of the following:
  - a. A diagnosed mental health disorder, according to the criteria of the current editions of the Diagnostic and Statistical Manual of Mental Disorders and the International Statistical Classification of Diseases and Related Health Problems. (ICD-10)
  - b. A suspected mental disorder that has not yet been diagnosed.

**Criteria for Beneficiaries under Age 21 to Access the Specialty Mental Health Services Delivery System:**

For enrolled beneficiaries under 21 years of age, a county mental health plan shall provide all medically necessary specialty mental health services required pursuant to Section 1396d(r) of Title 42 of the United States Code. Covered specialty mental health services shall be provided to enrolled beneficiaries who meet either of the following criteria, (1) or (2) below:

- (1) The beneficiary has a condition placing them at high risk for a mental health disorder due to experience of trauma evidenced by any of the following: scoring in the high-risk range under a trauma screening tool approved by the department or involvement in the child welfare system, juvenile justice involvement, or experiencing homelessness.
- (2) The beneficiary meets both of the following requirements in a) and b), below:
  - a) The beneficiary has at least one of the following:**
    - i. A significant impairment
    - ii. A reasonable probability of significant deterioration in an important area of life functioning
    - iii. A reasonable probability of not progressing developmentally as appropriate.
    - iv. A need for specialty mental health services, regardless of presence of impairment, that are not included within the mental health benefits that a Medi-Cal managed care plan is required to provide, AND
  - b) The beneficiary's condition as described in subparagraph (2) above is due to one of the following:**
    - i. A diagnosed mental health disorder, according to the criteria of the current editions of the Diagnostic and Statistical Manual of Mental Disorders and the International Statistical Classification of Diseases and Related Health Problems.
    - ii. A suspected mental health disorder that has not yet been diagnosed.
    - iii. Significant trauma placing the beneficiary at risk of a future mental health condition, based on the assessment of a licensed mental health professional.

If a beneficiary under age 21 meets the criteria as described in (1) above, the beneficiary meets criteria to access SMHS; it is not necessary to establish that the beneficiary also meets the criteria in (2) above.

#### Additional Coverage Requirements and Clarifications:

This criteria for a beneficiary to access the SMHS delivery system (except for psychiatric inpatient hospital and psychiatric health facility services) set forth above shall not be construed to exclude coverage for, or reimbursement of, a clinically appropriate and covered mental health prevention, screening, assessment, treatment, or recovery service under any of the following circumstances:

- Services were provided prior to determining a diagnosis, including clinically appropriate and covered services provided during the assessment process.
- The prevention, screening, assessment, treatment, or recovery service was not included in an individual treatment plan.
- The beneficiary has a co-occurring substance use disorder.
- A neurocognitive disorder (e.g., dementia) or a substance-related and addictive disorder (e.g., stimulant use disorder) are not “mental health disorders” for the purpose of determining whether a beneficiary meets criteria for access to the SMHS delivery system. However, MHPs must cover SMHS for beneficiaries with any of these disorders if they also have a mental health disorder (or suspected mental health disorders not yet diagnosed) and meet criteria for SMHS as described above.

In cases where services are provided due to a suspected mental health disorder that has not yet been diagnosed or due to trauma as noted above, options are available in the CMS approved ICD-10 diagnosis code list. For example, these include codes for “Other specified” and “Unspecified” disorders,” or “Factors influencing health status and contact with health services” (i.e., Z codes). DHCS may provide additional clarification and technical assistance regarding the use of Z codes.

Beneficiaries 21 years of age and over with mild to moderate distress or mild to moderate impairment of mental, emotional, or behavioral functioning resulting from mental health disorders, as defined by the current Diagnostic and Statistical Manual of Mental Disorders;

- Beneficiaries under age 21, to the extent eligible for services through the Medicaid EPSDT benefit as described above, regardless of level of distress or impairment or the presence of a diagnosis;
- Beneficiaries of any age with potential mental health disorders not yet diagnosed.

DHCS will publish additional guidance regarding the CalAIM No Wrong Door policies for mental health services in Medi-Cal as set forth in Welfare and Institutions Code 14184.402.

COMPLIANCE: MHPs shall implement the criteria for access to SMHS established above effective January 1, 2022, update MHPs policies and procedures as needed to ensure compliance with this policy effective January 1, 2022, and communicate these updates to providers as necessary.

In addition, MHPs shall update materials to ensure the criteria for SMHS for individuals under 21 years of age and for adults is accurately reflected, including materials reflecting the responsibility of Medi-Cal MCPs and the FFS delivery system for covering NSMHS. ICBHS shall set standards and implement processes that will support understanding of, and compliance with, documentation standards set forth in this section and any standards set by ICBHS. ICBHS may monitor performance so that the documentation of care provided will satisfy the requirements set forth below.

The documentation standards for beneficiary care are minimum standards to support claims for the delivery of specialty mental health services. All standards shall be addressed in the beneficiary record; however, there is no requirement that the records have a specific document or section addressing these topics.

## **PROCEDURE AND DOCUMENTATION STANDARDS**

### **(1) Standardized Assessment Requirements:**

#### **A. SMHS Assessment procedures**

- a.) MHPs shall require providers to use uniform assessment domains as identified below. For beneficiaries under the age of 21, the Child and Adolescent Needs and Strengths (CANS) Assessment tool may be utilized to help inform the assessment domain requirements.
- b.) The time period for providers to complete an initial assessment and subsequent assessments for SMHS shall be within two weeks (14 days) of initial intake and orientation according to accepted standards of practice.
- c.) Services provided prior to determination of a diagnosis, during the assessment, or prior to determination of whether NSMHS or SMHS access criteria are met are covered and reimbursable, even if the assessment ultimately indicates the beneficiary does not meet criteria for SMHS
- d.) The assessment shall include a typed or legibly printed name, signature of the service provider and date of signature.
- e.) The assessment shall include the provider's determination of medical necessity and recommendation for services. The problem list and progress note requirements identified below shall support the medical necessity of each service provided.
- f.) The diagnosis, Mental Status Exam (MSE), medication history, and assessment of relevant conditions and psychosocial factors affecting the beneficiary's physical and



mental health must be completed by a provider, operating in his/her scope of practice under California State law, who is licensed, registered, waived, and/or under the direction of a licensed mental health professional as defined in the State Plan.

- g.) The Mental Health Plan (MHP) may designate certain other qualified providers to contribute to the assessment, including gathering the beneficiary's mental health and medical history, substance exposure and use, and identifying strengths, risks, and barriers to achieving goals. (Cal. Code Regs., tit. 9, § 1840.344; California State Plan, Sec. 3, Att. 3.1-A, Supp. 3, pp. 2m-p; California State Plan Section 3, Att.3.1-B, Supp. 2, pp. 15-17)

## **B. DMC and DMC-ODS Assessments**

- a. Counties shall require providers to use the American Society of Addiction Medicine (ASAM) Criteria assessment for DMC and DMC-ODS beneficiaries.
- b. The assessment shall include a typed or legibly printed name, signature of the service provider and date of signature.
- c. The assessment shall include the provider's determination of medical necessity and recommendation for services. The problem list and progress note requirements identified below shall support the medical necessity of each service provided.
- d. Covered and clinically appropriate DMC and DMC-ODS services (except for residential treatment services) are Medi-Cal reimbursable for up to 30 days following the first visit with a Licensed Practitioner of the Healing Arts (LPHA) or registered/certified counselor, whether or not a diagnosis for Substance-Related and Addictive Disorders from the current Diagnostic and Statistical Manual (DSM) is established, or up to 60 days if the beneficiary is under age 21, or if a provider documents that the client is experiencing homelessness and therefore requires additional time to complete the assessment.
- e. If a beneficiary withdraws from treatment prior to establishing a DSM diagnosis for Substance-Related and Addictive Disorders, and later returns, the 30-day or 60-day time period starts over. Assessments shall be updated as clinically appropriate when the beneficiary's condition changes. Additional information on assessment requirements can be found in BHIN 21-071 (DMC) and BHIN 21-075 (DMC-ODS).

## **(2) SMHS Assessment Domain Requirements**

The SMHS assessment shall include the following seven required domains. Providers shall document the domains in the SMHS assessment and keep the assessment in beneficiary's medical record.

### **Domain 1:**

- Presenting Problem(s)
- Current Mental Status
- History of Presenting Problem(s)
- Beneficiary-Identified Impairment(s)

### **Domain 2:**

- Trauma

### **Domain 3:**



- Behavioral Health History
- Comorbidity

**Domain 4:**

- Medical History
- Current Medications
- Comorbidity with Behavioral Health

**Domain 5:**

- Social and Life Circumstances
- Culture/Religion/Spirituality

**Domain 6:**

- Strengths, Risk Behaviors, and Safety Factors

**Domain 7:**

- Clinical Summary and Recommendations
- Diagnostic Impression
- Medical Necessity Determination/Level of Care/Access Criteria

**(3) SMHS, DMC, and DMC-ODS Problem List**

A. The provider(s) responsible for the beneficiary's care shall create and maintain a problem list.

B. The problem list is a list of symptoms, conditions, diagnoses, and/or risk factors identified through assessment, psychiatric diagnostic evaluation, crisis encounters, or other types of service encounters.

C. A problem identified during a service encounter (e.g., crisis intervention) may be addressed by the service provider (within their scope of practice) during that service encounter, and subsequently added to the problem list.

D. The problem list shall be updated on an ongoing basis to reflect the current presentation of the beneficiary.

E. The problem list shall include, but is not limited to, the following:

- Diagnoses identified by a provider acting within their scope of practice, if any. Diagnosis-specific specifiers from the current DSM shall be included with the diagnosis, when applicable.

- Problems identified by a provider acting within their scope of practice, if any.
- Problems or illnesses identified by the beneficiary and/or significant support person, if any.

- The name and title of the provider that identified, added, or removed the problem, and the date the problem was identified, added, or removed.

F. Providers shall add to or remove problems from the problem list when there is a relevant change to a beneficiary's condition.

G. DHCS does not require the problem list to be updated within a specific timeframe or have a requirement about how frequently the problem list should be updated after a problem has initially been added. However, providers shall update the problem list within a reasonable time and in accordance with generally accepted standards of practice.

## **Progress Notes**

A. Providers shall create progress notes for the provision of all SMHS, DMC and DMC-ODS services. Each progress note shall provide sufficient detail to support the service code selected for the service type as indicated by the service code description.

B. Progress notes shall include:

- The type of service rendered.
- A narrative describing the service, including how the service addressed the beneficiary's behavioral health need (e.g., symptom, condition, diagnosis, and/or risk factors).
- The date that the service was provided to the beneficiary.
- Duration of the service, including travel and documentation time.
- Location of the beneficiary at the time of receiving the service.
- A typed or legibly printed name, signature of the service provider and date of signature.
- ICD 10 code.<sup>3</sup>
- Current Procedural Terminology (CPT) or Healthcare Common Procedure Coding System (HCPCS) code.
- Next steps including, but not limited to, planned action steps by the provider or by the beneficiary, collaboration with the beneficiary, collaboration with other provider(s) and any update to the problem list as appropriate.

C. Providers shall complete progress notes within 3 business days of providing a service with the exception of notes for crisis services, which shall be completed within 24 hours.

D. Providers shall complete a daily progress note for services that are billed on a daily basis, such as residential and day treatment services (including therapeutic foster care, day treatment intensive, and day rehabilitation). Weekly summaries will no longer be required for day rehabilitation and day treatment intensive.

E. When a group service is rendered, a list of participants is required to be documented and maintained by the plan or provider. Should more than one provider render a group service, one progress note may be completed for a group session and signed by one provider. While one progress note with one provider signature is acceptable for a group activity where multiple providers are involved, the progress note shall clearly document the specific involvement and the specific amount of time of involvement of each provider of the group activity, including documentation time. All other progress note requirements listed above shall also be met.

## **(5) Treatment and Care Planning Requirements:**

Effective July 1, 2022, DHCS removed client plan requirements from SMHS and treatment plan requirements from DMC and DMC-ODS, with the exception of continued requirements specifically noted in Attachment 1 (See DHCS BHIN 22-019). Several of these care plan requirements remain in effect due to applicable federal regulations or guidance.

- A. Targeted Case Management (TCM):** Targeted case management services within SMHS require the development (and periodic revision) of a specific care plan that is based on the information collected.<sup>1</sup> **The TCM care plan:**
- Specifies the goals, treatment, service activities, and assistance to address the negotiated objectives of the plan and the medical, social, educational and other services needed by the beneficiary;
  - Includes activities such as ensuring the active participation of the beneficiary, and working with the beneficiary (or the beneficiary’s authorized health care decision maker) and others to develop those goals;
  - Identifies a course of action to respond to the assessed needs of the beneficiary; and
  - Includes development of a transition plan when a beneficiary has achieved the goals of the care plan. These required elements shall be provided in a narrative format in the beneficiary’s progress notes.
- B. Peer Support Services:**
- Peer support services must be based on an approved plan of care
  - Peer support services must be based on an approved plan of care. The plan of care shall be documented within the progress notes in the beneficiary’s clinical record and approved by any treating provider who can render reimbursable Medi-Cal services.
- C.** Requirements for treatment and care planning for additional service types are found in Attachment 1.

**D. Additional Treatment and Care Plan Requirements**

**(6) Telehealth Consent:** If a visit is provided through telehealth (synchronous audio or video) or telephone, the health care provider is required to confirm consent for the telehealth or telephone service, in writing or verbally, at least once prior to initiating applicable health care services via telehealth to a Medi-Cal beneficiary: an explanation that beneficiaries have the right to access covered services that may be delivered via telehealth through an in-person, face-to-face visit; an explanation that use of telehealth is voluntary and that consent for the use of telehealth can be withdrawn at any time by the Medi-Cal beneficiary without affecting their ability to access covered Medi-Cal services in the future; an explanation of the availability of Medi-Cal coverage for transportation services to in-person visits when other available resources have been reasonably exhausted; and the potential limitations or risks related to receiving services through telehealth as compared to an in-person visit, to the extent any limitations or risks are identified by the provider. The provider must document in the patient record the

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<sup>1</sup> For valid Medi-Cal claims, appropriate ICD-10 and HCPCS/CPT codes must appear in the clinical record, associated with each encounter and consistent with the description in the progress note. For further guidance on coding during the assessment process, refer to the Code Selection Prior to Diagnosis BHIN. Behavioral Health Information Notice No.: 22-019 Page 8 April 22, 2022 through the assessment. See the California State Plan, Sec. 3, Att. 3.1-A, Supp. 1, pp. 8-17; 42 C.F.R. § 440.169(d)(2) and 42 C.F.R. § 441.18 for more specific guidance.

provision of this information and the patient's verbal or written acknowledgment that the information was received.

**D. Other requirements and standards:**

- 1). All entries to the beneficiary record shall be legible.
- 2) All entries in the beneficiary record shall include:
  - a) The date of service;
  - b) The signature of the person providing the service (or electronic equivalent); the person's type of professional degree, licensure, or job title; and the relevant identification number, if applicable.
  - c) The date the documentation was entered in the beneficiary record.
- 3) ICBHS shall have a written definition of what constitutes a long-term care beneficiary (Progress House residents).
- 4) ICBHS shall require providers to obtain and retain a written medication consent form signed by the beneficiary agreeing to the administration of psychiatric medication. This documentation shall include, but not be limited to, the reasons for taking such medications; reasonable alternative treatments available, if any; the type, range of frequency and amount, method (oral or injection), and duration of taking the medication; probable side effects; possible additional side effects which may occur to beneficiaries taking such medication beyond three (3) months; and that the consent, once given, may be withdrawn at any time by the beneficiary. ICBHS shall implement procedures to deliver care to and coordinate services for all of its beneficiaries. (42 C.F.R. § 438.208(b).) These procedures shall meet Department requirements and shall do the following:
  - 1) Ensure that each beneficiary has an ongoing source of care appropriate to his or her needs and a person or entity formally designated as primarily responsible for coordinating the services accessed by the beneficiary. The beneficiary shall be provided information on how to contact their designated person or entity. (42 C.F.R. § 438.208(b)(1).)
  - 2) Coordinate the services ICBHS furnishes to the beneficiary between settings of care, including appropriate discharge planning for short term and long-term hospital and institutional stays.
  - 3) Coordinate the services ICBHS furnishes to the beneficiary with the services the beneficiary receives from any other managed care organization, in FFS Medicaid, from community and social support providers, and other human services agencies used by its beneficiaries. (42 C.F.R. § 438.208(b)(2)(i)-(iv), Cal. Code Regs., tit. 9 § 1810.415.)
  - 4) ICBHS shall share with the Department or other managed care entities serving the beneficiary the results of any identification and assessment of that beneficiary's needs to prevent duplication of those activities. (42 C.F.R. § 438.208(b)(4).)
  - 5) Ensure that each provider furnishing services to beneficiaries maintains and shares, as appropriate, a beneficiary health record in accordance with professional standards. (42 C.F.R. § 438.208(b)(5).)

6) Ensure that, in the course of coordinating care, each beneficiary's privacy is protected in accordance with all federal and state privacy laws, including but not limited to 45 C.F.R. § 160 and § 164, subparts A and E, to the extent that such provisions are applicable. (42 C.F.R. § 438.208(b))

B. ICBHS shall enter into a Memorandum of Understanding (MOU) with any Medi-Cal managed care plan serving ICBHS's beneficiaries. ICBHS shall notify the Department in writing if ICBHS is unable to enter into an MOU or if an MOU is terminated, providing a description of the ICBHS's good faith efforts to enter into or maintain the MOU. The MHP shall monitor the effectiveness of its MOU with Medi-Cal managed care plans. (Cal. Code Regs., tit. 9, § 1810.370.)

C. ICBHS shall implement a transition of care policy that is consistent with federal requirements and complies with the Department's transition of care policy. (42 C.F.R. § 438.62(b)(1)-(2).)

**IMPLEMENTATION:** Counties shall implement the documentation requirements established in this BHIN effective July 1, 2022. The implementation shall include updating policies and procedures, as well as supporting materials for triennial (SMHS) or annual (DMC/DMCODS) reviews to ensure compliance. Counties shall communicate these updates to providers as necessary.

**TRAINING:** New clinical and case management staff will be required to complete documentation training available through the County's web-based learning module system (Relias) within two weeks of date of hire.

**ONGOING TRAINING:** As documentation standards change, updates will be presented to all staff in QII meetings and training will be required for all staff in the QII meetings. QII meetings are mandatory for Quality Improvement and Quality Assurance and all clinical and case management staff are required to sign in and remain for the entire meeting.

#### **DISCIPLINARY ACTION:**

If clinical and case management staff are out of compliance with any of the above requirements and standards, a request for assistance in creating protected time must be arranged immediately with the Clinical Administrator or the Deputy Director of Behavioral Health Services. Repeated incidents of non-compliance will result in disciplinary action according to Inyo County Division of Behavioral Health and Substance Use Disorders Programs - Policy and Procedure Code of Conduct and Disciplinary Action

**ATTACHMENT D**

**AGREEMENT BETWEEN COUNTY OF INYO AND  
GHC OF ANBERRY, LLC DBA ANBERRY NURSING & REHABILITATION CENTER  
FOR THE PROVISION OF MENTAL HEALTH SERVICES**

**INSURANCE PROVISIONS**

## **Attachment D: 2023 Insurance Requirements for Professional Services – In-Patient Medical**

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, and \$10,000,000 aggregate. The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. See below for details.
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. Limit increases to \$5,000,000 per accident for bodily injury if contract specifies contractor will be transporting Inyo County patients outside of their facility.
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.
4. **Healthcare Professional Liability:** Insurance appropriate to the Contractor’s profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$3,000,000** aggregate.
1. **Cyber Liability:** **\$1,000,000** per occurrence or claim. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Contractor in this agreement as to maintaining the security of client medical information. Coverage shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expense.

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:

**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

## **Attachment D: 2023 Insurance Requirements for Professional Services – In-Patient Medical**

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.

**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.



## **Attachment D: 2023 Insurance Requirements for Professional Services – In-Patient Medical**

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.

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

-end-



# INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

February 20, 2024

Reference ID:  
2024-133

### Mental Health Services Contract with GHC of Upland SNF, LLC dba Heritage Park Nursing Center Health & Human Services - Behavioral Health ACTION REQUIRED

#### ITEM SUBMITTED BY

Lucy Vincent, Administrative Secretary

#### ITEM PRESENTED BY

Anna Scott, Health & Human Services Director

#### RECOMMENDED ACTION:

- A) Declare GHC of Upland SNF, LLC dba Heritage Park Nursing Center of Upland, CA, a sole-source provider of Mental Health Services; and
- B) Ratify and approve the agreement between the County of Inyo and GHC of Upland SNF, LLC dba Heritage Park Nursing Center of Upland, CA for the provision of Mental Health Services in an amount not to exceed \$83,160 for the period of November 13, 2023 through June 30, 2024, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

We respectfully request that your Board ratify and approve this contract. GHC of Upland SNF, LLC dba Heritage Park Nursing Center shares the same parent family as GHC of Anberry LLC dba Anberry Rehabilitation Center and Lakeside. Although the Life Generations Healthcare, LLC contract, approved on June 27, 2023, was originally set up to allow us to use the services of Heritage Park Nursing Center, each facility has its own tax ID number; therefore, we must contract with each facility separately. This is a sole-source provider because Inyo County has no facilities for individuals with severe mental illness and/or dementia who require this level of care. An LPS conservatee was placed at Heritage Park Nursing Center on November 13, 2023. This agreement is coming before your Board as a ratification due to delays in receiving the contract from the facility.

#### FISCAL IMPACT:

<b>Funding Source</b>	Non-General Fund-Mental Health Realignment or possibly new grant funding	<b>Budget Unit</b>	045200
<b>Budgeted?</b>	Yes	<b>Object Code</b>	5508
<b>Recurrence</b>	Ongoing Expenditure		
<b>Current Fiscal Year Impact</b>			
<b>Future Fiscal Year Impacts</b>			
<b>Additional Information</b>			

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

Your Board could decide not to approve this contract. This is not recommended as it would jeopardize the placement of the LPS conservatee.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

Inyo County Courts

**ATTACHMENTS:**

1. GHC of Upland SNF LLC dba Heritage Park Nursing Center Agreement

**APPROVALS:**

Lucy Vincent	Created/Initiated - 2/2/2024
Darcy Ellis	Approved - 2/6/2024
Lucy Vincent	Approved - 2/6/2024
Melissa Best-Baker	Approved - 2/12/2024
Gina Ellis	Approved - 2/12/2024
Lori Bengochia	Approved - 2/12/2024
Anna Scott	Approved - 2/12/2024
John Vallejo	Approved - 2/12/2024
Christian Milovich	Approved - 2/13/2024
Amy Shepherd	Approved - 2/13/2024
Nate Greenberg	Final Approval - 2/13/2024

**AGREEMENT BETWEEN COUNTY OF INYO  
AND GHC OF UPLAND SNF, LLC DBA HERITAGE PARK NURSING CENTER  
FOR THE PROVISION OF MENTAL HEALTH SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Mental Health services of GHC of Upland SNF, LLC dba Heritage Park Nursing Center (hereinafter referred to as "Contractor"), and in consideration of the mutual terms and conditions hereinafter contained, the parties 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 Anna Scott whose title is: HHS Director. 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 amount of services or work will be requested of the Contractor. 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.

**2. QUALIFICATIONS OF CONTRACTOR**

Contractor Is:

- An "Organizational Provider" as that term is defined in this paragraph. The term "Organizational Provider" means a provider of specialty mental health services, other than psychiatric inpatient hospital services or psychiatric nursing facility services. An Organizational Provider provides mental health services to beneficiaries through employees or by contracting with licensed mental health or registered professionals and other staff unless such staff is legally entitled to a waiver. An Organizational Provider shall be certified as meeting Short Doyle/Medical Provisions by County Behavioral Health Services Program (Inyo County HHS Behavioral Health Division) or State Department of Mental Health.
  
- A "Group Provider" as that term is defined in this paragraph. The term "Group Provider" means an organization that provides specialty mental health services through two or more individual providers. Group providers include entities such as independent practice associations, hospital outpatient departments, health care service plans, and clinics.

An “Individual Provider” as that term is defined in this paragraph. The term “Individual Provider” means a licensed mental health professional whose scope of practice permits the practice of psychotherapy without supervision who provides specialty mental health services directly to beneficiaries. Individual Providers include licensed physicians; licensed social workers; licensed marriage, family, and child counselors; and registered nurses certified in psychiatric nursing by the Board of Registered Nursing. Individual provider does not include licensed mental health professionals when they are acting as employees of any organizational provider or independent contractors of organizational providers other than the Contractor.

- a. Requirements applying to Individual, Group, and Organizational Providers:
  - i. Be certified and in good standing to provide services under the California Medi-Cal Program including those requirements contained in Article 3, Chapter 3, Subdivision 1, Division 3, of Title 22 of the California Code of Regulations; and
  - ii. Be a provider that complies and adheres to Title XIX of the Social Security Act and conform to all applicable Federal and State statutes and regulations.
  
- b. Terms applying to Organizational Providers: It is the duty of the Organizational Provider to ensure that all licensed staff possess the proper and valid credentials and comply with the provisions in (b)(i) and (b)(ii) below.
  - i. Therapeutic Behavioral Services (TBS)/Case Management Services (CMS) Provider. TBS/CMS may be provided to patients referred to an Organizational Provider hereunder provided TBS/CMS is provided under the direction of a Clinical Head of Service which includes Physicians, Psychologists, Licensed Clinical Social Workers, Marriage and Family Therapist, or a Registered Nurse with a Masters degree in Psychiatric Nursing.
  - ii. Intern in Marriage and Family Therapy or Associate Social Worker.
    1. Organizational Providers approved by Inyo County HHS Behavioral Health Division may use Interns and/or Associates (I/A) to administer services to patients provided the following requirements are met:
    2. The Organizational Provider must maintain malpractice insurance for an I/A under its supervision and maintain an employer-employee relationship.
    3. Organizational Providers must, prior to assigning authorized services, submit to Inyo County HHS Behavioral Health Division the I/A’s application, resume, photocopy of I/A’s and Supervisor’s license, Responsibility Statement for Supervisors, and proof of insurance coverage along with a description of the I/A’s training program.
    4. Every I/A must meet the following criteria:

- a. Individual must be post-masters and be certified by the Board of Behavioral Science for internship or associate status.
  - b. Documented clinical supervision must take place in accordance with current Board of Behavioral Science requirements for Interns and Associates.
  - c. Individual supervision will be augmented by two (2) documented hours of weekly multi-disciplinary group supervision. This supervision will be required for the first six months of experience and may be required for up to one year.
5. Supervisors must meet regularly to review intern's performance, develop and schedule training seminar topics, and monitor services provided.
  6. Documentation of required supervision shall be provided to Inyo County HHS Behavioral Health Division upon request.

### 3. TERM.

The term of this Agreement shall be from November 13, 2023 to June 30, 2024, unless sooner terminated as provided below.

### 4. 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. 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, 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.
- c. 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 eighty three thousand one hundred sixty dollars (\$83,160) (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.
- d. Billing and payment. Contractor shall, each month, timely submit to the County, an itemized statement of all services and work performed at the County's request as described in Attachment A. This statement will be submitted to the County not later than the fifteenth

(15th) 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. Statements that are timely received by County will be paid to Contractor within 30 days of receipt.

e. Federal and State taxes

- i. 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.
- ii. 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).
- iii. 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.
- iv. 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.

**5. 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.

**6. DISBARMENT.**

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>.

**7. COMPLIANCE WITH APPLICABLE LAWS**

Contractor agrees to comply with all applicable provisions of statutes, regulations, and other applicable law, and, to the extent consistent with applicable law, with all applicable State of California and Federal policies, including, without limitation:

- a. California Welfare & Institutions Code Divisions 5, 6, and 9;
- b. California Code of Regulations, Title 9;
- c. California Code of Regulations, Title 22;
- d. Bronzan-McCorquodale Act, Short-Doyle and Short-Doyle/Medi-Cal policies, including without limitation, such policies as set forth in applicable DMH Letters and applicable Cost Reporting/Data Collection (“CR/DC”) Manual, and as reflected in County’s contract with the State Department of Mental Health for the provision of Medi-Cal funds.

As part of this Agreement, Contractor agrees to enter into the attached County of Inyo HIPPA Business Associate Agreement.

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

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and utility connections as are 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.

## **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 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 the 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 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.

## **12. RECORDS AND AUDIT.**

Contractor shall maintain client records in the manner described in Attachment C.

Contractor shall maintain for each patient who has received services, a legible medical record either typewritten or written in ink, kept in detail and in a standard consistent with appropriate medical and professional practice licensing and certification requirements, which permits effective internal professional review, external medical audit process, and which facilitates an adequate system for follow-up treatment. Patient health records of discharged patients shall be completed and filed within 30 days after termination of each episode of treatment and such records shall be kept for a minimum of ten (10) years, except for minors whose records shall be kept at least until one (1) year after the minor has reached the age of 19, but in no case less than seven (7) years consistent with California Code of Regulations, Title 22 Section 75054. Psychologists are required to maintain patient records for ten (10) years from the patient's discharge date, or in the case of a minor, seven years after the minor reaches 18 years of age consistent with California Business and Professions Code Section 2919. Contractor shall forward original entries to Inyo County HHS Behavioral Health Division within 24 hours of service provision for incorporation into client's current chart, if requested by Inyo County HHS Behavioral Health Division.

Contractor shall make all books and records pertaining to the goods and services furnished under the terms of this Agreement available for inspection, examination, fiscal audits, program compliance and beneficiary complaints review, or copying:

- a. By Inyo County HHS Behavioral Health Division, the State Department of Mental Health, the State Department of Health Services, the United States Department of Health and Human Services, the Controller General of the United States, and other authorized federal and state agencies or their duly authorized representatives.
- b. At all reasonable times at the Provider's normal place of business or at such other mutually agreeable location in California.

- c. In a form maintained in accordance with the general standards and Inyo County HHS Behavioral Health Division standards applicable to such book or record keeping.
- d. For the term and duration consistent with paragraph 5 above, ten (10) years following the final date of the contract period.

Contractor shall prepare and maintain accurate and complete appropriate financial records regarding the costs and charges for services rendered to patients hereunder. Contractor shall retain such records for each patient until the latest of the date which is (a) at least seven (7) years from the last date of service to which the records pertain or (b) the date on which all relevant State of California and Federal audit findings are resolved. The provisions of this section are in addition to the other provisions regarding record keeping which are set forth in this Agreement. Contractor shall provide to Inyo County HHS Behavioral Health Division such financial and other reports regarding Indigent Patient Services and other services provided to Patients as Inyo County HHS Behavioral Health Division shall reasonably request in writing related to Inyo County HHS Behavioral Health Division's fulfillment of its BMA or Short-Doyle/Medi-Cal reporting obligations.

### **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, color, religion, ancestry, gender, sexual orientation, age, national origin, or mental or physical handicap. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

Contractor will not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual preference or mental or physical handicap. Patients referred under this contract shall receive the same level of care as provided to all other patients served by Contractor.

### **14. PATIENTS' RIGHTS**

Contractor shall comply with applicable patients' rights provisions in Cal. Welfare & Institutions Code Division 5, Part I; Title 9, California Code of Regulations, Subchapter 4; and other applicable law in the provision of services to patients hereunder. Contractor shall adopt and post in a conspicuous place a written policy on patient rights in accordance with Section 70707 of Title 22 of the California Code of Regulations and Section 5325.1 of the Welfare and Institutions Code. Complaints by patients and/or beneficiaries with regard to substandard conditions may be investigated by the County's Patients' Right Advocate, County or State Department of Mental Health, or by the Joint Commission on Accreditation of Healthcare Organization, or such other

agency, as required by law or regulation. Contractor is responsible for posting information on grievance and appeal processes at all facilities and accessible to individuals and their beneficiaries receiving services at the facility. Contractor shall make available for use by patients or beneficiaries at Contractor sites, without requiring either written or verbal request, both grievance and appeal forms and Inyo County Mental Health self-addressed envelopes.

**15. 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.

**16. ASSIGNMENT.**

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

**17. DEFAULT.**

If the Contractor abandons the work, 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 for services and work satisfactorily performed to the date of termination.

**18. 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.

**19. CONFIDENTIALITY.**

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.

With respect to any identifiable information concerning a patient under this Agreement that is obtained by the Contractor, the Contractor shall: (a) not use any information for any purpose other than carrying out the express terms of the Agreement; (b) promptly transmit to Inyo County HHS Behavioral Health Division all requests for disclosure of such information; (c) not disclose, except as otherwise specifically permitted by the Agreement, any such information to any party other than Inyo County HHS Behavioral Health Division, the U.S. Department of Health and Human Services, the State Department of Health Services, or the State Department of Mental Health without Inyo County HHS Behavioral Health Division's prior written authorization specifying that the information is releasable under Title 42, CFR, Section 431.300 et seq., Section 14100.2, Welfare and Institutions Code, and regulations adopted thereunder; (d) at the expiration or termination of the Agreement, return all such information to Inyo County HHS Behavioral Health Division or maintain such information according to written procedures sent Inyo County HHS Behavioral Health Division by the State Department of Health Services for this purpose.

## **20. CONFLICTS.**

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

## **21. 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.

## **22. SEVERABILITY.**

If any portion of this Agreement shall be declared invalid by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

## **23. 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).

**24. AMENDMENT.**

This Agreement may be modified by the mutual consent of the parties 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 regarding this Agreement 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>HHS - Behavioral Health</u>	Department
<u>1360 North Main Street, Suite 124</u>	Address
<u>Bishop, CA 93514</u>	City and State

Contractor	
<u>GHC of Upland SNF, LLC</u>	Name
<u>dba Heritage Park Nursing Center</u>	Name
<u>Attn: Administrator</u>	Attention
<u>275 Garnet Way A</u>	Address
<u>Upland, CA 91786</u>	City and State

Copy to	
<u>Generations Healthcare</u>	Name
<u>Attn: Legal Counsel</u>	Attention
<u>6 Hutton Centre Drive, Suite 400</u>	Address
<u>Santa Ana, CA 92707</u>	City and State
<u>MarissaBrandel@lifegen.net</u>	

**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.

**COUNTY OF INYO**

**CONTRACTOR**

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

By: *Lois Mastrocola*  
Signature

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

Lois Mastrocola  
Print or Type Name

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

Date: 02/05/2024

APPROVED AS TO FORM AND LEGALITY:

*Grace Weitz*  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

*Christie Martindale*  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

*K. Oney*  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

*Aaron Holmberg*  
County Risk Manager

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND GHC OF UPLAND SNF, LLC DBA HERITAGE PARK NURSING CENTER  
FOR THE PROVISION OF MENTAL HEALTH SERVICES**

**SCOPE OF WORK**

See attached "Scope of Services."

## Exhibit A

### **SCOPE OF SERVICES**

CONTRACTOR agrees to provide COUNTY with Skilled Nursing Facility (SNF) services/Special Treatment Program (STP) services, or other such services as required by the licensure of the facility to mentally disabled adult persons ages 18 years and older pursuant to: Welfare and Institutions Code, Division 5, commencing with Section 5000; California Code of Regulations Title 22, Sections 72443- 72475 and Title 9, Sections 786.0-786.23; California Department of Health Care Services (DHCS), formerly the California Department of Mental Health (DMH) , Policies and Directives; and other applicable statutes and regulations according to facilities licensure requirements.

1. Compliance with Medi-Cal Mental Health Plan (MHP) Requirements:
  - 1.1. CONTRACTOR shall comply with all applicable provisions of the COUNTY MHP or successor contract with the State of California which is in effect at the time services are provided, available from COUNTY upon request. All services, documentation, and reporting shall be provided in conformity with the requirements of all pertinent laws, regulations, and County requirements.
  - 1.2. CONTRACTOR shall comply with all applicable provisions of the Federal mental health requirements.
  - 1.3. CONTRACTOR agrees to comply with all applicable provisions of the State of California Standard Agreement between COUNTY and DHCS for Managed Mental Health Care including, but not limited to, payment authorizations, utilization review, beneficiary brochure and provider lists, service planning, cooperation with the State Mental Health Plan's Quality Improvement (QI) Program, and cost reporting. A copy of the Standard Agreement will be provided to CONTRACTOR by COUNTY under separate cover upon request.

#### **1. Goals and Outcomes**

Contractor's program shall have the following goals and objectives:

##### **1.1. Goals:**

- 1.1.1. To aid patients in reconstituting from the crisis that precipitated their acute hospitalization, to prevent further disintegration that could lead to acute hospitalization, to prevent placement in more restrictive longer-term settings.



- 1.1.2. The facility shall offer no less than 27 program hours per week. Patients shall demonstrate improved functional behavior, as measured by movement through the facility levels of assessment phase.
- 1.1.3. To explore individual potential for improvement of quality of life, so as to significantly reduce recidivism to acute care facilities and prevent admission to other locked long- term care facilities or state hospitals.
- 1.1.4. To develop alternative therapeutic interventions for the target population that will enable them to remain in the community for significantly longer periods of time.
- 1.1.5. Clients shall have reduced medication levels, as measured through medication usage.
- 1.1.6. The Contractor's program shall offer benefit to clients through a variety of rehabilitation services such as (but not limited to) the following: individualized and group counseling; AA/NA/12 step groups; educational and GED prep sessions; wellness and recovery groups; art therapy; relapse prevention groups; nutritional counseling; life skills training; stress reduction; self-management skills; exercise group, social skills groups; DBT; CBT; peer support; vocational training and groups; personal motivation groups; pharmacology groups; and anger management.

1.2. Outcome Objectives:

- 1.2.1. Ninety percent (90%) of clients with a planned discharge (excluding clients who elope and do not return or who die) have improved their functioning
- 1.2.2. At least 90% of residents admitted will complete six months of residency or be successfully placed at a lower level of care. Patients who are discharged and readmitted within three weeks will be considered to have continuous residency.
- 1.2.3. For patients completing three months of residency, acute psychiatric hospitalization will be reduced 70% in the six months following discharge compared to the average six-month period in the two years prior to admission.
- 1.2.4. Recidivism: At least 60% of patients with a planned termination will not be admitted in an acute care psychiatric hospital within six months after discharge.

## **2. Target Population and Geographic Area**

2.1. Target Population: Contractor shall provide the services described herein to the following target population:

- 2.1.1. Contractor shall serve patients who have a chronic psychiatric impairment and whose adaptive functioning is impaired as described and defined in Title 22 of the California Code of Regulations, Section 51335. 72443-72475.
- 2.1.2. The population to be served by this program is mentally ill adults, from 18 and older, in need of structured, round-the-clock psychiatric care and treatment. Most of the patients will have episodic psychiatric illnesses of long duration, which may be accompanied by medical problems.
- 2.1.3. As a result their histories may be characterized with multiple previous hospitalizations in acute care, locked long-term care and/or State hospital facilities., detention under permanent conservatorships, alienation from their families of origin or conflicting family relationships, history of interrupted or aborted educations experiences, multiple fragmented contacts with community mental health and social service agencies, reliance on public assistance and supplemental income, inability to structure time or pursue long-range goals with any degree of success, a lack of social and vocational skills common to the age grouping into which these patients fall, and finally, a generally consistent expressed and active resistance to treatment.
- 2.1.4. These patients tend to consume a disproportionate share of limited mental health resources. Caring for this targeted population requires specialized IMP/STP facilities. This is the most efficient and effective means of insuring their well-being.
- 2.1.5. Individuals that are temporarily or permanently conserved, or may sign a voluntary admission agreement

2.2. Service Locations and Hours of Operation

2.2.1. Contractor facility addresses:

***GHC of Upland SNF, LLC dba Heritage Park Nursing Center: 275 Garnet Way, Upland, CA 91786***

2.2.2. 24 hours, seven days a week.

### **3. Requirements for Service Delivery**

- 3.1. Contractor shall admit patients with a DSM V diagnosis subject to bed availability, the order of a physician, and compliance with reasonable admission policies and procedures and individuals in need of 24-hour skilled nursing services. Patients who may have histories of, and without adequate treatment are at risk of displaying behavioral symptoms which preclude them from being admitted into a lower-level care facility, shall also be considered acceptable for admission. Frequency, scope, and severity of these behaviors are a determining factor to be negotiated on an individual patient basis between COUNTY and the Contractor. It is agreed by COUNTY and the Contractor that individuals whose mental illness is deemed appropriate for acute care, as well as individuals suffering exclusively from developmental disability, mental retardation, or physical illnesses (without a psychiatric component) shall not be considered for admission.
- 3.2. Contractor shall provide the basic service level (the minimum array of services provided to IMD patients) which fully comply with Title 22 of the California Code of Regulations. Section 72445 which includes, when appropriate, life skill training, money management, training on accessing community services, transitional programs, and discharge planning. It is further agreed by the Contractor that basic services shall also include reasonable access to required medical treatment and up-to-date psychopharmacology and transportation to needed off-site services and bilingual and bicultural programming, as appropriate.
- 3.3. Services: Contractor shall provide, operate, and maintain an STP program in accordance with the most current Title 22, California Code of Regulations related to Skilled Nursing Facility (SNF) and Special Treatment Programs (STP) regulations, and the current Program Manual for Skilled Nursing Facilities with Special Treatment Programs from the State Department of Health Care Services.
- 3.4. Bed Hold Days: When a client is out of the facility for up to 168 hours (7 days) due to extenuating circumstances (e.g., hospitalization at a non-Fee-for-Service Hospital, or an authorized visit to the client's family), the Contractor shall be allowed to claim for bed hold days. With prior approval by the Contracting Officer's Representative ("COR"), bed hold days may be billed at the negotiated rate per day less the estimated cost of food.
- 3.5. Contractor shall pay for ancillary costs at the direction of the COR based on the directive of the Department of Health Care Services.

3.6. Contractor shall perform the following additional activities, but are not limited to:

- 3.6.1. Actively participate in client discharge planning with County Adult Behavioral Health Services Case Manager and client.
- 3.6.2. Participate in meetings as directed by the County, to support collaboration with the County, in order to ensure efficient process and operations.
- 3.6.3. Cultural Competence: COR shall meet the standards as delineated in the County's Cultural Competence Standards.

3.7. Admission Criteria:

- 3.7.1. To be eligible for admission, a patient must be:
- 3.7.2. At least 18 years of age.
- 3.7.3. Diagnosed as having a disabling psychiatric disorder such as Schizophrenia or affective disorders and require treatment in a 24-hour locked residential setting; and
- 3.7.4. Temporarily or permanently conserved.
- 3.7.5. Program Monitor: COUNTY shall designate a Program Monitor, who will assure that the program goals and objectives are met in accordance with contract terms and conditions. The Contractor will be notified in writing of the COUNTY designee responsible for program monitoring, referrals, approvals, and certification.
- 3.7.6. Screening/Referral Process:
  - 3.7.6.1. COUNTY program monitor or designee will authorize all admissions of patients admitted to the facility under the terms of this contract. COUNTY will designate in writing the responsible individual(s) who will coordinate and be responsible for screening, referrals, and monitoring of this Agreement.
  - 3.7.6.2. Patients with complicated medical problems or conditions shall be carefully and individually screened with consultation from the Contractor's program and medical staff prior to acceptance and admission.
- 3.7.7. The following patients will not be acceptable for admission:

- 3.7.7.1. Patients with an infectious disease for whom Contractor cannot provide proper isolation or who cannot cooperate with needed isolation procedures and restrictions.
- 3.7.7.2. Any patient needing drug or alcohol detoxification.
- 3.7.7.3. Those with a primary diagnosis of sociopathy or substance abuse.
- 3.7.7.4. Patients under 18 years of age.
- 3.7.7.5. Patients with incontinence will be evaluated on a case-by-case basis
- 3.7.7.6. Patients on any life support equipment, i.e., oxygen or IV.
- 3.7.7.7. Patients in which their medical or mental health needs cannot be provided with in the facility.
- 3.7.7.8. Voluntary patients
- 3.7.7.9. Patients that physically assaulted or harmed anyone in the last 30 days
- 3.7.7.10. Patients that are currently suicidal
- 3.7.7.11. Patients in restraints

3.7.8. Personal Considerations:

- 3.7.8.1. Upon admission, Contractor shall inform the patient of Patient's Rights as well as the rules and regulations of the program. Patient shall also be informed of the charge for care.
- 3.7.8.2. Contractor shall maintain a policy of equal access to treatment and service or all applicants meeting admission criteria. Patient Certification: Certification and recertification procedures shall be completed by the facility staff and reviewed by the COUNTY. All patients must be certified and approved by COUNTY prior to admission. Contractor will not be paid for any patient that has not been certified and approved by COUNTY. Patients will be reviewed on a regular basis by COUNTY program monitor or designee.

3.8. Clinical Program Description:

- 3.8.1. The major components of the treatment program shall follow four, more or less defined segments of clinical recovery.

- 3.8.2. Patient Orientation – The central focus of initial treatment will be to provide the patient with a safe, predictable, reality oriented physical and psychological environment. Treatment will address the reduction of presenting symptomatology, but from the start will begin to consider possible outcomes and placement options.
  - 3.8.3. Assessment and Treatment Planning – This process includes the interdisciplinary assessment of the patient and the development of an integrated treatment plan by the treatment team.
  - 3.8.4. Rehabilitation and Treatment Milieu – During their stay, the patients will participate in group and individual activities directed towards restoring and/or achieving increased levels of function and independence in order to promote rapid return to the community.
  - 3.8.5. Discharge Preparation – The final clinical segment will focus upon finalizing preparation of the patient for returning to community life in the least restrictive environment. Linkages will be established with community care providers and other support resources, and treatment will be scaled down with increasing privileges. Whenever possible and appropriate, coordination will be established with patients' families.
- 3.9. Discharge Criteria and Planning: The contractor shall designate staff to provide planning for client discharges to less restrictive levels of care and follow-up treatment to other licensed facilities in coordination with the County. The County Program Monitor reserves the right to discharge clients when they disagree with clinical judgment of the facility professional staff. Should such circumstances occur, it will be duly recorded in the client's medical record that the discharge was made against medical advice. Contractor shall complete the County identified level of care tool at quarterly reviews beginning at six months of stay and when clients are discharged.
- 3.10. Limitations of Service: Any applicant shall be served if financial support can be provided by the patient, his/her family, county, billing State or Federal funding, or any other third-party payer. The program is not designed for patients whose mental impairments or need for nursing care services are higher than those provided by the Contractor. Contractor may discharge to acute psychiatric services any patient whose level of impairment requires acute hospitalization.
- 3.11. Minimum Staffing Qualifications: Contractor shall comply with staffing requirements as are in Title 22, California Code of Regulations. Contractor shall have on file job description, including minimum qualifications for

employment and duties performed for all personnel whose salaries, wages, and benefits are reimbursable in whole or in part under this contract.

3.12. Prior Authorization:

3.12.1.Process: COUNTY shall provide Contractor with a completed authorization form prior to each patient admission. A patient may be admitted on the basis of verbal authorization from the COUNTY designee by mutual consent of the COUNTY designee and Contractor. The COUNTY designee supplies a completed authorization form within ten (10) working days from the date of admission.

3.12.2.Billing for Services: Contractor shall be responsible for applying for any third-party revenues, including the collection of SSI/SSP revenue.

3.13. Contractor shall perform linkage and referrals to community-based organizations including, but not limited to, primary care clinics and complementary healing centers, faith-based congregations, ethnic organizations and peer-directed programs such as Clubhouses.

3.14. Contractor's program and services shall be trauma-informed and accommodate the vulnerabilities of trauma survivors and allow services to be delivered in a way that will avoid inadvertently re- traumatizing people and will facilitate consumer participation in services.

3.15. To ensure equal access to quality care by diverse populations, each service provider receiving funds from this contract shall adopt the federal Office of Minority Health (OMH) Culturally and Linguistically Appropriate Service (CLAS) national standards. The National CLAS standards are located at:

<https://www.thinkculturalhealth.hhs.gov/clas>

3.16. Tuberculosis (TB) Testing. Contractor shall follow TB testing guidelines for all employees and client residents.

**4. Data Collection and Reporting Requirements**

4.1. Quarterly status reports

**5. Customer Satisfaction Surveys**

Contractor shall conduct semi-annual customer satisfaction surveys during the term of the contract.

The survey shall include at minimum the following:

- All major services provided
- A survey of current customers
- A survey of former customers
- Rating of specific services offered or provided to the customer
- A provision for comments in every survey.

5.1. Contractor shall conduct the survey, compile the data and submit report findings to the County semi- annually.

5.2. Contractor shall specify the total number of participants who responded to the survey compared to the total number of participants served.



**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND GHC OF UPLAND SNF, LLC DBA HERITAGE PARK NURSING CENTER  
FOR THE PROVISION OF MENTAL HEALTH SERVICES  
SCHEDULE OF FEES**

See attached "Payment Provisions."

## **Attachment B**

### **PAYMENT PROVISIONS**

This payment provision is subject to modification with written approval of the County Contract Administrator, not to exceed the total payment indicated in the main Agreement. Payment shall be made to CONTRACTOR for the number of days service is provided under this Agreement pursuant to the following conditions and terms:

1. For those COUNTY persons served under this Agreement ages 18 years and older, COUNTY shall be responsible to CONTRACTOR for the SNF/STP rate approved by California Department of Health Care Services which is currently identified as the standard rate at the end of this Exhibit.
2. COUNTY shall also be responsible to CONTRACTOR for an additional Ancillary Services Rate as contained in the rate schedule at the end of this Exhibit. SNF/STP rates shall be adjusted in accordance with DHCS annual published rates (AB 1629). The designated COUNTY and CONTRACTOR staff shall mutually determine the Enhanced Level of Care for COUNTY persons. The maximum daily rate to be paid by COUNTY to CONTRACTOR is a combination of the approved SNF/STP rate plus the applicable Ancillary Services Rate.
3. The specific number of bed days purchased in the service type categories (SNF/STP) may vary upon clinical need and availability, and no minimum is guaranteed. The specific cost per bed in each of the aforementioned categories will be as contained at the end of this exhibit. Any rate that is not listed (i.e., single room occupancy) will be negotiated and agreed upon by both parties prior to the period for which the rate will be charged.
4. Bed Hold. Bed Holds once authorized, will remain in effect until which time the patient returns to the facility or either party (County or facility) notifies the other of its desire to discontinue the bed hold. The bed hold day rate may be authorized for patients on unauthorized leave, AWOL, and status of COUNTY has been notified within one (1) business day of the patient's absence. Non-Medi-Cal eligible patients shall be charged the Bed Hold rate to reserve their bed.
5. Patient Fees and Third-Party Billing:
  - 5.1. COUNTY residents receiving services as described in Section 1 shall be charged for such services in accordance with their ability to pay, but such charges shall not exceed the actual cost of providing such services. CONTRACTOR shall determine patient fees for COUNTY residents based upon the ability to pay principle. CONTRACTOR shall establish policies and procedures for such fee assessment and collection including publication of current fee schedules for all billable services, which should be updated annually, covering all reimbursable costs. At no time is CONTRACTOR free to withhold services due to a COUNTY patient's inability to pay for all or a portion of services at the time they are required. After this Agreement's expiration or cancellation, CONTRACTOR will continue to bill patients monthly to collect all revenue for services rendered to COUNTY residents during the term of this Agreement. Patient fees collected from COUNTY residents shall be budgeted and utilized to offset the costs charged against this Agreement.

- 5.2. Non-Medi-Cal beneficiaries receiving mental health services shall be charged fees in accordance with the DHCS Uniform Method of Determining Ability to Pay (UMDAP). CONTRACTOR shall report UMDAP fees paid to COUNTY annually. The patient's annual liability shall be calculated in accordance with UMDAP effective 10/1/1989.
- 5.3. CONTRACTOR shall be responsible for billing and collecting from all third-party revenue sources for COUNTY patients receiving services including, but not limited to, private insurance co-payments and Medi-Cal Share-of-Cost. CONTRACTOR shall recover the value of covered services rendered to beneficiaries whenever the beneficiaries are covered for the same services, either fully or partially, under any other State or Federal medical care program or under other contractual or legal entitlement including, but not limited to, a private group or indemnification program, but excluding instances of the tort liability of a third party or casualty liability insurance.
- 5.4. CONTRACTOR shall first apply any COUNTY patient revenues collected (including, but not limited to: patient fees, third party reimbursements, private contracts, VA, food stamps, general assistance, social security payments or any other source of COUNTY patient revenues) to billable services as an offset to the costs charged against this Agreement. The remaining balance may be claimed against this contract funding.
- 5.5. CONTRACTOR shall not submit a claim to, or demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty mental health or related administrative services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments.

## LONG TERM CARE PATCH RATES

Item	Pay Point Description	Daily Rate per Client
LTC Patch A	<b>Special Care Standard Rate</b> Adult Ambulatory Mental Health In-Patient Client/24-Hour Facility that includes: <ul style="list-style-type: none"> <li>• Basic Care Services</li> <li>• LTC Treatment Services</li> <li>• Case Management Services</li> </ul>	\$250/day
LTC Patch B	<b>Special Care Additional Services Rate</b> Adult Adaptive, Special, Extraordinary Needs Mental Health In-Patient Client/24-Hour Facility includes: <ul style="list-style-type: none"> <li>• Basic Care Services</li> <li>• LTC Treatment Services with Medical Acuity</li> <li>• Case Management Services</li> <li>• Rehab Services</li> <li>• Increased Psychology Intervention</li> </ul>	\$275/day
LTC Patch C	<b>Special Care Additional Services Intense Rate</b> Adult Adaptive, Special, Extraordinary Needs Mental Health In-Patient Client/24-Hour Facility that includes: <ul style="list-style-type: none"> <li>• Basic Care Services</li> <li>• Treatment Services</li> <li>• Intense Case Management Services</li> <li>• High acuity – behavioral and medical</li> <li>• AWOL Risk</li> <li>• Increased Psychology and Psychiatry Intervention</li> <li>• Additional staffing required for safety/supervision</li> <li>• Specialty Psychiatry and/or Medical Services</li> </ul>	\$300/day
**LTC Indigent Patch Rate	<b>Clients With No Active Medi-Cal Benefits</b>	A - \$425/day B - \$450/day C - \$475/day
LTC Murphy Patch Rate	<b>Murphy Client</b>	A - \$450/day B - \$475/day C - \$500/day
**LTC Murphy Indigent Patch Rate	<b>Murphy Clients With No Active Medi-Cal Benefits</b>	A - \$600/day B - \$625/day C - \$650/day

## SPECIAL TREATMENT PROGRAM PATCH RATES

Item	Pay Point Description	Daily Rate per Client
STP Patch A	<b>Special Care Standard Rate</b> Adult Ambulatory Mental Health In-Patient Client/24-Hour Facility that includes: <ul style="list-style-type: none"> <li>• Basic Care Services</li> <li>• Treatment Services</li> <li>• Case Management Services</li> </ul>	\$325/day
STP Patch B	<b>Special Care Additional Services Rate</b> Adult Adaptive, Special, Extraordinary Needs Mental Health In-Patient Client/24-Hour facility that includes: <ul style="list-style-type: none"> <li>• Basic Care Services</li> <li>• Treatment Services</li> <li>• Case Management Services</li> <li>• Rehab Services</li> <li>• Increased Psychology Intervention</li> </ul>	\$360/day
STP Patch C	<b>Special Care Additional Services Intense Rate</b> Adult Adaptive, Special, Extraordinary Needs Mental Health In-Patient Client/24-Hour Facility that includes: <ul style="list-style-type: none"> <li>• Basic Care Services</li> <li>• Treatment Services</li> <li>• Case Management Services</li> <li>• High acuity – Behavioral and/or Medical</li> <li>• AWOL Risk</li> <li>• Increased Psychology and Psychiatry Intervention</li> <li>• Additional staffing required for safety/supervision</li> <li>• Specialty Psychiatry and/or Medical Services</li> </ul>	\$395/day
**STP Indigent Patch Rate	<b>Clients With No Active Medi-Cal Benefits</b>	A - \$500/day B - \$535/day C - \$570/day
STP Murphy Patch Rate	<b>Murphy Client</b>	A - \$475/day B - \$500/day C - \$525/day
**STP Murphy Indigent Patch Rate	<b>Murphy Clients With No Active Medi-Cal Benefits</b>	A - \$650/day B - \$675/day C - \$700/day

\*\* The Indigent Rate indicated in the rate table of this agreement will apply when the County client does not have active Medi-Cal benefits, either upon admission or at any time during the Client's stay with Contractor. Contractor will have one hundred eighty (180) days after the date of service to bill the approved Indigent Rate days to the County, no other billing timelines specified in this contract will apply. County will notify Contractor immediately if Client is successfully enrolled in Medi-Cal and benefits become active. If Contractor receives payment from another payment source for the approved Indigent Rate days billed to and paid by the County, Contractor will refund the County for only the days and amount paid by the other payment source.

# COUNTY OF INYO

## HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is made by and between the Inyo County Health and Human Services Behavioral Health Division, referred to herein as Covered Entity (“CE”), and GHS of Upland SNF, LLC dba Heritage Park Nursing Center, referred to herein as Business Associate (“BA”). This Agreement is effective as of 11/13/2023, (the “Agreement Effective Date”).

### RECITALS

CE wishes to disclose certain information to BA pursuant to the terms of the contract between BA and the California Institute of Mental Health (“CIMH”), herein referred to as (“Contract”), some of which may constitute Protected Health Information (“PHI”) defined below.

CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws.

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this Agreement.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

### **1. Definitions**

- a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].
- b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- f. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.

- g. **Electronic Health Record** shall have the meaning given to such term in the HITECT Act, including, but not limited to, 42 U.S.C. Section 17921.
- h. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- i. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- j. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
- k. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.
- l. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- m. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

## 2. **Obligations of Business Associate**

- a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Agreement. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].
- b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Agreement. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].



- c. **Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by CIMH to BA for services provided pursuant to the Contract.
- d. **Appropriate Safeguards.** BA shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316. [42 U.S.C. Section 17931].
- e. **Reporting of Improper Access, Use or Disclosure.** BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than ten (10) calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].
- f. **Business Associate's Agents.** BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).
- g. **Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).
- h. **Amendment of PHI.** Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
- i. **Accounting Rights.** Within ten (10) days of notice by CE of a request for an accounting of disclosures of Protected Information, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its

obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individuals' authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Agreement [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528].

- j. **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- k. **Minimum Necessary.** BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)] BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- l. **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.
- m. **Notification of Breach.** During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- n. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

- o. **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BA has complied with this Agreement; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, and (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Agreement, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Agreement. BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

### 3. Termination

- a. **Material Breach.** A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, any provision in the Contract to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].
- b. **Judicial or Administrative Proceedings.** CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.
- c. **Effect of Termination.** Upon termination of the Contract for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2)(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

### 4. Disclaimer

CE makes no warranty or representation that compliance by BA with this Agreement, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

### 5. Amendment

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Contract of Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately

safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Contract or Agreement when requested by CE pursuant to this Section or (ii) BA does not enter into an amendment to the Contract or Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

**6. Assistance in Litigation of Administrative Proceedings**

BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Contract or Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA by the BA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is named adverse party.

**7. No Third-Party Beneficiaries**

Nothing express or implied in the Contract or Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

**8. Effect on Contract**

Except as specifically required to implement the purposes of this Agreement, or to the extent inconsistent with this Agreement, all other terms of the Contract shall remain in full force and effect.

**9. Interpretation**

The provisions of this Agreement shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Agreement. This Agreement and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Agreement Effective Date.

COVERED ENTITY

County of Inyo

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


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

Title: \_\_\_\_\_

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

BUSINESS ASSOCIATE

GHC of Upland SNF, LLC dba Heritage Park Nursing Center

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

Print Name: Lois Mastrocola

Title: CFO

Date: 02/05/2024

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND GHC OF UPLAND SNF, LLC DBA HERITAGE PARK NURSING CENTER  
FOR THE PROVISION OF MENTAL HEALTH SERVICES**

**STATE DEPARTMENT OF HEALTH CARE SERVICES  
DOCUMENTATION STANDARDS FOR CLIENT RECORDS**

**Inyo County Health and Human Services- Behavioral Health Division  
Policies and Procedures**

**Criteria for Access to SMHS, Medical Necessity and other Coverage  
Requirements  
And Documentation Standards**

<b>Version:</b>	1.0	<b>Effective 05/25/22</b>	5/25/2022 Revised 02/28/23
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**REFERENCES:**

Behavioral Health Information Notice (BHIN) No: 21-073,  
Behavioral Health Information Notice (BHIN) No: 22-019  
CA WIC section 14184.402  
9 CCR 1830.205

**DEFINITIONS:**

ICBHS – Inyo County Behavioral Health Services  
DHCS Department of Health and Social Services – State of California  
SMHS – Specialty Mental Health Services  
DMC – Drug Medi-Cal

**POLICY**

Pursuant to Welfare and Institutions Code section 14184.402(a), for individuals 21 years of age or older, a service is “medically necessary” or a “medical necessity” when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain as set forth in Welfare and Institutions Code section 14059.5.

For individuals under 21 years of age, a service is “medically necessary” or a “medical necessity” if the service meets the standards set forth in Section 1396d(r)(5) of Title 42 of the United States Code. This section requires provision of all Medicaid-coverable services necessary to correct or ameliorate a mental illness or condition discovered by a screening service, whether or not such services are covered under the State Plan. Furthermore, federal guidance from the Centers for Medicare & Medicaid Services makes it clear that mental health services need not be curative or restorative to ameliorate a mental health condition. Services that sustain, support, improve, or make more tolerable a mental health condition are considered to ameliorate the mental health condition and are thus medically necessary and covered as EPSDT services.

Services provided to a beneficiary must be medically necessary and clinically appropriate to address the beneficiary’s presenting condition.

**Criteria for Adult Beneficiaries to Access the Specialty Mental Health Services Delivery System:**



For beneficiaries 21 years of age or older, a county mental health plan shall provide covered specialty mental health services for beneficiaries who meet both of the following criteria, (1) and (2) below:

- (1) The beneficiary has one or both of the following:
  - a. Significant impairment, where impairment is defined as distress, disability, or dysfunction in social, occupational, or other important activities.
  - b. A reasonable probability of significant deterioration in an important area of life functioning. AND
- (2) The beneficiary's condition as described in paragraph (1) is due to either of the following:
  - a. A diagnosed mental health disorder, according to the criteria of the current editions of the Diagnostic and Statistical Manual of Mental Disorders and the International Statistical Classification of Diseases and Related Health Problems. (ICD-10)
  - b. A suspected mental disorder that has not yet been diagnosed.

**Criteria for Beneficiaries under Age 21 to Access the Specialty Mental Health Services Delivery System:**

For enrolled beneficiaries under 21 years of age, a county mental health plan shall provide all medically necessary specialty mental health services required pursuant to Section 1396d(r) of Title 42 of the United States Code. Covered specialty mental health services shall be provided to enrolled beneficiaries who meet either of the following criteria, (1) or (2) below:

- (1) The beneficiary has a condition placing them at high risk for a mental health disorder due to experience of trauma evidenced by any of the following: scoring in the high-risk range under a trauma screening tool approved by the department or involvement in the child welfare system, juvenile justice involvement, or experiencing homelessness.
- (2) The beneficiary meets both of the following requirements in a) and b), below:
  - a) The beneficiary has at least one of the following:**
    - i. A significant impairment
    - ii. A reasonable probability of significant deterioration in an important area of life functioning
    - iii. A reasonable probability of not progressing developmentally as appropriate.
    - iv. A need for specialty mental health services, regardless of presence of impairment, that are not included within the mental health benefits that a Medi-Cal managed care plan is required to provide, AND
  - b) The beneficiary's condition as described in subparagraph (2) above is due to one of the following:**
    - i. A diagnosed mental health disorder, according to the criteria of the current editions of the Diagnostic and Statistical Manual of Mental Disorders and the International Statistical Classification of Diseases and Related Health Problems.
    - ii. A suspected mental health disorder that has not yet been diagnosed.
    - iii. Significant trauma placing the beneficiary at risk of a future mental health condition, based on the assessment of a licensed mental health professional.

If a beneficiary under age 21 meets the criteria as described in (1) above, the beneficiary meets criteria to access SMHS; it is not necessary to establish that the beneficiary also meets the criteria in (2) above.

#### Additional Coverage Requirements and Clarifications:

This criteria for a beneficiary to access the SMHS delivery system (except for psychiatric inpatient hospital and psychiatric health facility services) set forth above shall not be construed to exclude coverage for, or reimbursement of, a clinically appropriate and covered mental health prevention, screening, assessment, treatment, or recovery service under any of the following circumstances:

- Services were provided prior to determining a diagnosis, including clinically appropriate and covered services provided during the assessment process.
- The prevention, screening, assessment, treatment, or recovery service was not included in an individual treatment plan.
- The beneficiary has a co-occurring substance use disorder.
- A neurocognitive disorder (e.g., dementia) or a substance-related and addictive disorder (e.g., stimulant use disorder) are not “mental health disorders” for the purpose of determining whether a beneficiary meets criteria for access to the SMHS delivery system. However, MHPs must cover SMHS for beneficiaries with any of these disorders if they also have a mental health disorder (or suspected mental health disorders not yet diagnosed) and meet criteria for SMHS as described above.

In cases where services are provided due to a suspected mental health disorder that has not yet been diagnosed or due to trauma as noted above, options are available in the CMS approved ICD-10 diagnosis code list. For example, these include codes for “Other specified” and “Unspecified” disorders,” or “Factors influencing health status and contact with health services” (i.e., Z codes). DHCS may provide additional clarification and technical assistance regarding the use of Z codes.

Beneficiaries 21 years of age and over with mild to moderate distress or mild to moderate impairment of mental, emotional, or behavioral functioning resulting from mental health disorders, as defined by the current Diagnostic and Statistical Manual of Mental Disorders;

- Beneficiaries under age 21, to the extent eligible for services through the Medicaid EPSDT benefit as described above, regardless of level of distress or impairment or the presence of a diagnosis;
- Beneficiaries of any age with potential mental health disorders not yet diagnosed.



DHCS will publish additional guidance regarding the CalAIM No Wrong Door policies for mental health services in Medi-Cal as set forth in Welfare and Institutions Code 14184.402.

COMPLIANCE: MHPs shall implement the criteria for access to SMHS established above effective January 1, 2022, update MHPs policies and procedures as needed to ensure compliance with this policy effective January 1, 2022, and communicate these updates to providers as necessary.

In addition, MHPs shall update materials to ensure the criteria for SMHS for individuals under 21 years of age and for adults is accurately reflected, including materials reflecting the responsibility of Medi-Cal MCPs and the FFS delivery system for covering NSMHS. ICBHS shall set standards and implement processes that will support understanding of, and compliance with, documentation standards set forth in this section and any standards set by ICBHS. ICBHS may monitor performance so that the documentation of care provided will satisfy the requirements set forth below.

The documentation standards for beneficiary care are minimum standards to support claims for the delivery of specialty mental health services. All standards shall be addressed in the beneficiary record; however, there is no requirement that the records have a specific document or section addressing these topics.

## **PROCEDURE AND DOCUMENTATION STANDARDS**

### **(1) Standardized Assessment Requirements:**

#### **A. SMHS Assessment procedures**

- a.) MHPs shall require providers to use uniform assessment domains as identified below. For beneficiaries under the age of 21, the Child and Adolescent Needs and Strengths (CANS) Assessment tool may be utilized to help inform the assessment domain requirements.
- b.) The time period for providers to complete an initial assessment and subsequent assessments for SMHS shall be within two weeks (14 days) of initial intake and orientation according to accepted standards of practice.
- c.) Services provided prior to determination of a diagnosis, during the assessment, or prior to determination of whether NSMHS or SMHS access criteria are met are covered and reimbursable, even if the assessment ultimately indicates the beneficiary does not meet criteria for SMHS
- d.) The assessment shall include a typed or legibly printed name, signature of the service provider and date of signature.
- e.) The assessment shall include the provider's determination of medical necessity and recommendation for services. The problem list and progress note requirements identified below shall support the medical necessity of each service provided.
- f.) The diagnosis, Mental Status Exam (MSE), medication history, and assessment of relevant conditions and psychosocial factors affecting the beneficiary's physical and

mental health must be completed by a provider, operating in his/her scope of practice under California State law, who is licensed, registered, waived, and/or under the direction of a licensed mental health professional as defined in the State Plan.

- g.) The Mental Health Plan (MHP) may designate certain other qualified providers to contribute to the assessment, including gathering the beneficiary's mental health and medical history, substance exposure and use, and identifying strengths, risks, and barriers to achieving goals. (Cal. Code Regs., tit. 9, § 1840.344; California State Plan, Sec. 3, Att. 3.1-A, Supp. 3, pp. 2m-p; California State Plan Section 3, Att.3.1-B, Supp. 2, pp. 15-17)

## **B. DMC and DMC-ODS Assessments**

- a. Counties shall require providers to use the American Society of Addiction Medicine (ASAM) Criteria assessment for DMC and DMC-ODS beneficiaries.
- b. The assessment shall include a typed or legibly printed name, signature of the service provider and date of signature.
- c. The assessment shall include the provider's determination of medical necessity and recommendation for services. The problem list and progress note requirements identified below shall support the medical necessity of each service provided.
- d. Covered and clinically appropriate DMC and DMC-ODS services (except for residential treatment services) are Medi-Cal reimbursable for up to 30 days following the first visit with a Licensed Practitioner of the Healing Arts (LPHA) or registered/certified counselor, whether or not a diagnosis for Substance-Related and Addictive Disorders from the current Diagnostic and Statistical Manual (DSM) is established, or up to 60 days if the beneficiary is under age 21, or if a provider documents that the client is experiencing homelessness and therefore requires additional time to complete the assessment.
- e. If a beneficiary withdraws from treatment prior to establishing a DSM diagnosis for Substance-Related and Addictive Disorders, and later returns, the 30-day or 60-day time period starts over. Assessments shall be updated as clinically appropriate when the beneficiary's condition changes. Additional information on assessment requirements can be found in BHIN 21-071 (DMC) and BHIN 21-075 (DMC-ODS).

## **(2) SMHS Assessment Domain Requirements**

The SMHS assessment shall include the following seven required domains. Providers shall document the domains in the SMHS assessment and keep the assessment in beneficiary's medical record.

### **Domain 1:**

- Presenting Problem(s)
- Current Mental Status
- History of Presenting Problem(s)
- Beneficiary-Identified Impairment(s)

### **Domain 2:**

- Trauma

### **Domain 3:**

- Behavioral Health History
- Comorbidity

**Domain 4:**

- Medical History
- Current Medications
- Comorbidity with Behavioral Health

**Domain 5:**

- Social and Life Circumstances
- Culture/Religion/Spirituality

**Domain 6:**

- Strengths, Risk Behaviors, and Safety Factors

**Domain 7:**

- Clinical Summary and Recommendations
- Diagnostic Impression
- Medical Necessity Determination/Level of Care/Access Criteria

**(3) SMHS, DMC, and DMC-ODS Problem List**

A. The provider(s) responsible for the beneficiary's care shall create and maintain a problem list.

B. The problem list is a list of symptoms, conditions, diagnoses, and/or risk factors identified through assessment, psychiatric diagnostic evaluation, crisis encounters, or other types of service encounters.

C. A problem identified during a service encounter (e.g., crisis intervention) may be addressed by the service provider (within their scope of practice) during that service encounter, and subsequently added to the problem list.

D. The problem list shall be updated on an ongoing basis to reflect the current presentation of the beneficiary.

E. The problem list shall include, but is not limited to, the following:

- Diagnoses identified by a provider acting within their scope of practice, if any. Diagnosis-specific specifiers from the current DSM shall be included with the diagnosis, when applicable.

- Problems identified by a provider acting within their scope of practice, if any.
- Problems or illnesses identified by the beneficiary and/or significant support person, if any.

- The name and title of the provider that identified, added, or removed the problem, and the date the problem was identified, added, or removed.

F. Providers shall add to or remove problems from the problem list when there is a relevant change to a beneficiary's condition.

G. DHCS does not require the problem list to be updated within a specific timeframe or have a requirement about how frequently the problem list should be updated after a problem has initially been added. However, providers shall update the problem list within a reasonable time and in accordance with generally accepted standards of practice.

## **Progress Notes**

A. Providers shall create progress notes for the provision of all SMHS, DMC and DMC-ODS services. Each progress note shall provide sufficient detail to support the service code selected for the service type as indicated by the service code description.

B. Progress notes shall include:

- The type of service rendered.
- A narrative describing the service, including how the service addressed the beneficiary's behavioral health need (e.g., symptom, condition, diagnosis, and/or risk factors).
- The date that the service was provided to the beneficiary.
- Duration of the service, including travel and documentation time.
- Location of the beneficiary at the time of receiving the service.
- A typed or legibly printed name, signature of the service provider and date of signature.
- ICD 10 code.<sup>3</sup>
- Current Procedural Terminology (CPT) or Healthcare Common Procedure Coding System (HCPCS) code.
- Next steps including, but not limited to, planned action steps by the provider or by the beneficiary, collaboration with the beneficiary, collaboration with other provider(s) and any update to the problem list as appropriate.

C. Providers shall complete progress notes within 3 business days of providing a service with the exception of notes for crisis services, which shall be completed within 24 hours.

D. Providers shall complete a daily progress note for services that are billed on a daily basis, such as residential and day treatment services (including therapeutic foster care, day treatment intensive, and day rehabilitation). Weekly summaries will no longer be required for day rehabilitation and day treatment intensive.

E. When a group service is rendered, a list of participants is required to be documented and maintained by the plan or provider. Should more than one provider render a group service, one progress note may be completed for a group session and signed by one provider. While one progress note with one provider signature is acceptable for a group activity where multiple providers are involved, the progress note shall clearly document the specific involvement and the specific amount of time of involvement of each provider of the group activity, including documentation time. All other progress note requirements listed above shall also be met.

## **(5) Treatment and Care Planning Requirements:**

Effective July 1, 2022, DHCS removed client plan requirements from SMHS and treatment plan requirements from DMC and DMC-ODS, with the exception of continued requirements specifically noted in Attachment 1 (See DHCS BHIN 22-019). Several of these care plan requirements remain in effect due to applicable federal regulations or guidance.

- A. Targeted Case Management (TCM):** Targeted case management services within SMHS require the development (and periodic revision) of a specific care plan that is based on the information collected.<sup>1</sup> **The TCM care plan:**
- Specifies the goals, treatment, service activities, and assistance to address the negotiated objectives of the plan and the medical, social, educational and other services needed by the beneficiary;
  - Includes activities such as ensuring the active participation of the beneficiary, and working with the beneficiary (or the beneficiary’s authorized health care decision maker) and others to develop those goals;
  - Identifies a course of action to respond to the assessed needs of the beneficiary; and
  - Includes development of a transition plan when a beneficiary has achieved the goals of the care plan. These required elements shall be provided in a narrative format in the beneficiary’s progress notes.
- B. Peer Support Services:**
- Peer support services must be based on an approved plan of care
  - Peer support services must be based on an approved plan of care. The plan of care shall be documented within the progress notes in the beneficiary’s clinical record and approved by any treating provider who can render reimbursable Medi-Cal services.
- C.** Requirements for treatment and care planning for additional service types are found in Attachment 1.

**D. Additional Treatment and Care Plan Requirements**

**(6) Telehealth Consent:** If a visit is provided through telehealth (synchronous audio or video) or telephone, the health care provider is required to confirm consent for the telehealth or telephone service, in writing or verbally, at least once prior to initiating applicable health care services via telehealth to a Medi-Cal beneficiary: an explanation that beneficiaries have the right to access covered services that may be delivered via telehealth through an in-person, face-to-face visit; an explanation that use of telehealth is voluntary and that consent for the use of telehealth can be withdrawn at any time by the Medi-Cal beneficiary without affecting their ability to access covered Medi-Cal services in the future; an explanation of the availability of Medi-Cal coverage for transportation services to in-person visits when other available resources have been reasonably exhausted; and the potential limitations or risks related to receiving services through telehealth as compared to an in-person visit, to the extent any limitations or risks are identified by the provider. The provider must document in the patient record the

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<sup>1</sup> For valid Medi-Cal claims, appropriate ICD-10 and HCPCS/CPT codes must appear in the clinical record, associated with each encounter and consistent with the description in the progress note. For further guidance on coding during the assessment process, refer to the Code Selection Prior to Diagnosis BHIN. Behavioral Health Information Notice No.: 22-019 Page 8 April 22, 2022 through the assessment. See the California State Plan, Sec. 3, Att. 3.1-A, Supp. 1, pp. 8-17; 42 C.F.R. § 440.169(d)(2) and 42 C.F.R. § 441.18 for more specific guidance.

provision of this information and the patient's verbal or written acknowledgment that the information was received.

**D. Other requirements and standards:**

- 1). All entries to the beneficiary record shall be legible.
- 2) All entries in the beneficiary record shall include:
  - a) The date of service;
  - b) The signature of the person providing the service (or electronic equivalent); the person's type of professional degree, licensure, or job title; and the relevant identification number, if applicable.
  - c) The date the documentation was entered in the beneficiary record.
- 3) ICBHS shall have a written definition of what constitutes a long-term care beneficiary (Progress House residents).
- 4) ICBHS shall require providers to obtain and retain a written medication consent form signed by the beneficiary agreeing to the administration of psychiatric medication. This documentation shall include, but not be limited to, the reasons for taking such medications; reasonable alternative treatments available, if any; the type, range of frequency and amount, method (oral or injection), and duration of taking the medication; probable side effects; possible additional side effects which may occur to beneficiaries taking such medication beyond three (3) months; and that the consent, once given, may be withdrawn at any time by the beneficiary. ICBHS shall implement procedures to deliver care to and coordinate services for all of its beneficiaries. (42 C.F.R. § 438.208(b).) These procedures shall meet Department requirements and shall do the following:
  - 1) Ensure that each beneficiary has an ongoing source of care appropriate to his or her needs and a person or entity formally designated as primarily responsible for coordinating the services accessed by the beneficiary. The beneficiary shall be provided information on how to contact their designated person or entity. (42 C.F.R. § 438.208(b)(1).)
  - 2) Coordinate the services ICBHS furnishes to the beneficiary between settings of care, including appropriate discharge planning for short term and long-term hospital and institutional stays.
  - 3) Coordinate the services ICBHS furnishes to the beneficiary with the services the beneficiary receives from any other managed care organization, in FFS Medicaid, from community and social support providers, and other human services agencies used by its beneficiaries. (42 C.F.R. § 438.208(b)(2)(i)-(iv), Cal. Code Regs., tit. 9 § 1810.415.)
  - 4) ICBHS shall share with the Department or other managed care entities serving the beneficiary the results of any identification and assessment of that beneficiary's needs to prevent duplication of those activities. (42 C.F.R. § 438.208(b)(4).)
  - 5) Ensure that each provider furnishing services to beneficiaries maintains and shares, as appropriate, a beneficiary health record in accordance with professional standards. (42 C.F.R. § 438.208(b)(5).)



6) Ensure that, in the course of coordinating care, each beneficiary's privacy is protected in accordance with all federal and state privacy laws, including but not limited to 45 C.F.R. § 160 and § 164, subparts A and E, to the extent that such provisions are applicable. (42 C.F.R. § 438.208(b))

B. ICBHS shall enter into a Memorandum of Understanding (MOU) with any Medi-Cal managed care plan serving ICBHS's beneficiaries. ICBHS shall notify the Department in writing if ICBHS is unable to enter into an MOU or if an MOU is terminated, providing a description of the ICBHS's good faith efforts to enter into or maintain the MOU. The MHP shall monitor the effectiveness of its MOU with Medi-Cal managed care plans. (Cal. Code Regs., tit. 9, § 1810.370.)

C. ICBHS shall implement a transition of care policy that is consistent with federal requirements and complies with the Department's transition of care policy. (42 C.F.R. § 438.62(b)(1)-(2).)

**IMPLEMENTATION:** Counties shall implement the documentation requirements established in this BHIN effective July 1, 2022. The implementation shall include updating policies and procedures, as well as supporting materials for triennial (SMHS) or annual (DMC/DMCODS) reviews to ensure compliance. Counties shall communicate these updates to providers as necessary.

**TRAINING:** New clinical and case management staff will be required to complete documentation training available through the County's web-based learning module system (Relias) within two weeks of date of hire.

**ONGOING TRAINING:** As documentation standards change, updates will be presented to all staff in QII meetings and training will be required for all staff in the QII meetings. QII meetings are mandatory for Quality Improvement and Quality Assurance and all clinical and case management staff are required to sign in and remain for the entire meeting.

#### **DISCIPLINARY ACTION:**

If clinical and case management staff are out of compliance with any of the above requirements and standards, a request for assistance in creating protected time must be arranged immediately with the Clinical Administrator or the Deputy Director of Behavioral Health Services. Repeated incidents of non-compliance will result in disciplinary action according to Inyo County Division of Behavioral Health and Substance Use Disorders Programs - Policy and Procedure Code of Conduct and Disciplinary Action

**ATTACHMENT D**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND GHC OF UPLAND SNF, LLC DBA HERITAGE PARK NURSING CENTER  
FOR THE PROVISION OF MENTAL HEALTH SERVICES**

**INSURANCE PROVISIONS**



## **Attachment D: 2023 Insurance Requirements for Professional Services – In-Patient Medical**

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, and \$10,000,000 aggregate. The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. See below for details.
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. Limit increases to \$5,000,000 per accident for bodily injury if contract specifies contractor will be transporting Inyo County patients outside of their facility.
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.
4. **Healthcare Professional Liability:** Insurance appropriate to the Contractor’s profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$3,000,000** aggregate.
1. **Cyber Liability:** **\$1,000,000** per occurrence or claim. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Contractor in this agreement as to maintaining the security of client medical information. Coverage shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expense.

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:

**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

## **Attachment D: 2023 Insurance Requirements for Professional Services – In-Patient Medical**

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.

**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.

## **Attachment D: 2023 Insurance Requirements for Professional Services – In-Patient Medical**

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.

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

-end-



# INYO COUNTY BOARD OF SUPERVISORS

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NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

February 20, 2024

Reference ID:  
2024-134

### Blanket Purchase Order for the Installation of Law Enforcement Equipment on New Patrol Vehicles

#### County Administrator - Motor Pool ACTION REQUIRED

**ITEM SUBMITTED BY**

Miquela Beall

**ITEM PRESENTED BY**

Miquela Beall

**RECOMMENDED ACTION:**

Authorize the issuance of a blanket purchase order in an amount not to exceed \$200,000 payable to National Auto Fleet Group of Watsonville, CA for the installation of law enforcement equipment in the new patrol units for the Sheriff's Department.

**BACKGROUND / SUMMARY / JUSTIFICATION:**

On September 26, 2023 your Board approved a blanket purchase order to National Auto Fleet group for the purchase and equipping of patrol and service units for the Sheriff's Department. At that time, we did not have the exact cost for the new units but because the order window was anticipated to be very short, we requested a blanket purchase order with an estimated figure based on prior-year costs. Now that we have the actual cost per unit, the amount authorized on the current purchase order is not enough to cover the units and the equipping. We are requesting an additional purchase order in the amount of \$200,000 for the anticipated cost of adding law enforcement equipment to the new units.

**FISCAL IMPACT:**

<b>Funding Source</b>	Non-General Fund	<b>Budget Unit</b>	200100 Motor Pool- Operating
<b>Budgeted?</b>	Yes, with FY 2023-2024 Mid-Year Budget Adjustment approval	<b>Object Code</b>	5655- Vehicles
<b>Recurrence</b>	Expenditures throughout the fiscal year		
<b>Current Fiscal Year Impact</b>			
\$200,000, as requested for approval in the Mid-Year Budget Adjustment.			
<b>Future Fiscal Year Impacts</b>			
<b>Additional Information</b>			

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

Your Board could choose not to authorize this purchase order. This is not recommended as it would inhibit our ability to secure this equipment required for new Sheriff vehicles.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

Sheriff Department

**ATTACHMENTS:**

**APPROVALS:**

Miquela Beall	Created/Initiated - 2/5/2024
Darcy Ellis	Approved - 2/5/2024
Denelle Carrington	Approved - 2/5/2024
Amy Shepherd	Approved - 2/5/2024
Nate Greenberg	Final Approval - 2/12/2024



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DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

February 20, 2024

Reference ID:  
2024-53

### Tire Amnesty Events Public Works - Recycling & Waste Management ACTION REQUIRED

#### ITEM SUBMITTED BY

Teresa Elliott, Administrative Analyst

#### ITEM PRESENTED BY

Cap Aubrey, Public Works Deputy Director, Solid Waste

#### RECOMMENDED ACTION:

- A) Waive all gate and disposal fees associated with the Tire Amnesty Events; and
- B) Authorize payment from Recycling Waste Management to American Refuse, our tire hauler, for pickup for these events only, in addition to their existing contract for tire hauling for waste management.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

Recycling and Waste Management (RWM) has obtained grant funding from CalRecycle to conduct Tire Amnesty Events for the residents of Inyo County. The grant will be sufficient to provide for at least two (2) weekends of Tire Amnesty Events. RWM is proposing to schedule the Waste Tire Amnesty events on Saturday, March 30, Sunday, March 31, 2024, Saturday, June 1 and Sunday, June 2, 2024, which will allow County residents and public agencies to recycle used waste automotive tires free of charge at the County landfills. The event is not open to commercial tire dealers and no heavy equipment tires are accepted. Recycling and Waste Management received a grant of \$40,000 which will cover the cost of advertising the event, handling of the tires, as well as the hauling and recycling of the tires collected for this event.

The County currently charges \$4.00 for a 19-inch or smaller tire, and \$8.00 for a 20-inch to 24.5-inch tire. There will be no loss in revenue by utilizing the Tire Amnesty Grant funds because customers are charged the actual amount paid to have the tires picked up and recycled. Customers are not charged for any of the work involved with handling of the tires by landfill staff.

#### FISCAL IMPACT:

<b>Funding Source</b>	Grant Funded	<b>Budget Unit</b>	045700
<b>Budgeted?</b>	Yes	<b>Object Code</b>	
<b>Recurrence</b>	One-Time Expenditure		
<b>Current Fiscal Year Impact</b>			
Recycling and Waste Management received a grant of \$40,000 from CalRecycle which is included in the FY 2023-2024 approved budget and fully covers the cost associated with the tire amnesty events.			
<b>Future Fiscal Year Impacts</b>			

<b>Additional Information</b>

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

Your Board could choose not to conduct tire amnesty events. This is not recommended because the events encourage proper disposal of tires and cover all County costs.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:****APPROVALS:**

Teresa Elliott	Created/Initiated - 1/23/2024
Darcy Ellis	Approved - 1/23/2024
Teresa Elliott	Approved - 1/24/2024
Breanne Nelums	Approved - 1/24/2024
John Vallejo	Approved - 1/24/2024
Amy Shepherd	Approved - 1/24/2024
Nate Greenberg	Final Approval - 2/12/2024



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DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

February 20, 2024

Reference ID:  
2024-131

### Advisory Committee Appointment for County Service Area No. 2 (Bishop Creek Sewer) Public Works ACTION REQUIRED

**ITEM SUBMITTED BY**

Travis Dean, Engineering Assistant

**ITEM PRESENTED BY**

Michael Errante, Public Works Director

**RECOMMENDED ACTION:**

Appoint Steven Leach to the County Service Area No. 2 (Bishop Creek Sewer) Advisory Committee to serve the remainder of the term ending December 1, 2024.

**BACKGROUND / SUMMARY / JUSTIFICATION:**

Your Board is the appointing authority for County Service Area No. 2 (CSA2). Unfortunately, Advisory Committee member Rody Johnson passed away last year.

In order to refill the seat held by Mr. Johnson, a Notice of Vacancy was published Saturday, September 16, 2023, to which no responses were received. The County subsequently advertised three separate times - Thursday, November 2, 2023, Thursday, November 30, 2023, and Thursday, January 4, 2024. No responses were received during the first two periods, though one letter of interest was received by the end of the application period on Wednesday, January 31, 2024, from Mr. Steven Leach.

Mr. David Tanksley and Mr. Scott McKenzie, current members of the CSA2 Advisory Committee, have both recommended the appointment of Mr. Steven Leach to the Advisory Committee.

**FISCAL IMPACT:**

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



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

The Board could choose not to appoint the applicant and re-open the recruitment for the County Service Area No. 2 Advisory Committee, but this is not recommended.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

1. Notice of Vacancy - Bishop Creek Sewer Advisory Committee
2. Letter of Interest - Steven Leach

**APPROVALS:**

Travis Dean	Created/Initiated - 2/2/2024
Darcy Ellis	Approved - 2/6/2024
Travis Dean	Approved - 2/7/2024
Michael Errante	Approved - 2/7/2024
Nate Greenberg	Final Approval - 2/12/2024



# BOARD OF SUPERVISORS COUNTY OF INYO

P. O. BOX N • INDEPENDENCE, CALIFORNIA 93526  
TELEPHONE (760) 878-0373  
e-mail: dellis@inyocounty.us

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JEFF GRIFFITHS  
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NATE GREENBERG  
*Clerk of the Board*  
DARCY ELLIS  
*Assistant Clerk of the Board*

## **NOTICE OF VACANCY COUNTY SERVICE AREA NO. 2 (BISHOP CREEK SEWER) ADVISORY COMMITTEE**

**NOTICE IS HEREBY GIVEN** that the Inyo County Board of Supervisors is accepting letters of interest to fill one unexpired four-year term on the County Service Area No. 2 (Bishop Creek Sewer) Advisory Committee ending December 1, 2024.

If you own property in the Aspendell area on the Middle Fork of Bishop Creek and are interested in serving on the County Service Area No. 2 (Bishop Creek Sewer) Advisory Committee, please submit your request for appointment to the Clerk of the Board of the Board of Supervisors at P.O. Drawer N, Independence, CA 93526 or dellis@inyocounty.us. In order for your request for appointment to be considered, it must be received on or before Wednesday, January 31 at 5 p.m.

Attention Legal Notices:

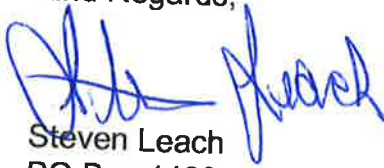
PLEASE PUBLISH IN THE Thursday, Jan. 4 issue of the Inyo Register.

January 17, 2024

Dear Inyo County Clerk of the Board,

Please consider this request to fill one of the vacancies on the County Service Area No. 2 (Bishop Creek Sewer) Advisory Committee. My name is Steven Leach, in 2019 my wife and I purchased a home in Aspendell located at 139 Columbine Drive.

Kind Regards,



Steven Leach

PO Box 1483

Bishop, CA 93514

760-784-4571

[Leach-5@sbcglobal.net](mailto:Leach-5@sbcglobal.net)



# INYO COUNTY BOARD OF SUPERVISORS

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NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

February 20, 2024

Reference ID:  
2024-52

### Service Contract with Bay City Electric Works for Generator Maintenance

#### Public Works

ACTION REQUIRED

**ITEM SUBMITTED BY**

Chris Cox

**ITEM PRESENTED BY**

John Pinckney, Assistant Public Works Director

**RECOMMENDED ACTION:**

Ratify and approve the agreement between the County of Inyo and Bay City Electric Works of Livermore, CA for the provision of bi-annual generator maintenance in an amount not to exceed \$85,702.68 for the period of January 22, 2024 through January 22, 2027, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

**BACKGROUND / SUMMARY / JUSTIFICATION:**

The County currently owns twelve generators located at various sites throughout the County. The generators were previously maintained by Energy Systems, however due to multiple billing errors and scheduling conflicts for warranty emergency maintenance, Public Works elected to terminate the contract.

Public Works re-bid with three separate entities. On October 31, 2023 bids were opened and the only respondent was Bay City Electric Works. The original bid package submitted was \$95,169.51 which was over budget. Inyo County Public Works staff reviewed the scope of work and requested Bay City revise their expenses. Bay City re-evaluated and submitted a revised bid package of \$85,702.68 which meets the budgeted amount and allows the contract to be awarded.

**FISCAL IMPACT:**

<b>Funding Source</b>	General Fund	<b>Budget Unit</b>	011100
<b>Budgeted?</b>	Yes	<b>Object Code</b>	5171
<b>Recurrence</b>	Ongoing Expenditure through contract term		
<b>Current Fiscal Year Impact</b>			
This contract extends over three fiscal years. Current fiscal year will only receive one bi-annual service in the amount of \$14,283.78 and there is sufficient funding budgeted to cover this expense.			
<b>Future Fiscal Year Impacts</b>			
Budgeted amount for future fiscal years will be \$28,567.56.			
<b>Additional Information</b>			

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

The Board could choose not to approve the service contract with Bay City Electric Works. However, this is not recommended, for Bay City was the only respondent that is capable of performing the maintenance on the twelve generators located throughout Inyo County.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

1. Generator Service Request for Proposal
2. Bay City Electric Works Agreement

**APPROVALS:**

Cherish Hegi	Created/Initiated - 1/25/2024
Darcy Ellis	Approved - 1/25/2024
Breanne Nelums	Approved - 2/8/2024
John Pinckney	Approved - 2/8/2024
John Vallejo	Approved - 2/8/2024
Amy Shepherd	Approved - 2/8/2024
Nate Greenberg	Final Approval - 2/11/2024

**COUNTY GENERATOR SERVICE CONTRACT**



**NOTICE TO BIDDERS**

**This entire Bid Package, which includes the following:**

**Notice Inviting Bids  
Bid Proposal Forms  
And  
County of Inyo Standard Contract No. 118**

**Package must be submitted in its entirety. Do not remove any pages.**

**Be sure to fully complete all forms and sign.**

**BID RESPONSES DUE  
BY TUESDAY OCT. 31st**

**COUNTY OF INYO**

**NOTICE INVITING BIDS**

**NOTICE IS HEREBY GIVEN THAT INYO COUNTY IS SOLICITING BIDS FOR:  
FOR:**

**COUNTY GENERATOR SERVICE**

**Sealed Bids** will be received at the Clerk of the Board of Supervisors Office, 224 N Edwards St., P.O. Drawer N Independence, California 93526 until **3:30 p.m. Tuesday, October 31, 2023** at which time they will be publicly opened and read.

Bids must be in a **sealed** envelope, addressed to the Clerk of the Board of Supervisors, 224 N Edwards St., P.O. Drawer N, Independence, California 93526. Indicate on the outside of the bid envelope **“COUNTY GENERATOR SERVICE”**

All bids must be signed with the firm’s name and by a responsible officer or employee.

The successful bidder will enter into a three (3) year contract (see Exhibit 2: Inyo County Standard Contract No. 118) with Inyo County to perform bi-annual generator maintenance at numerous locations. These generators are located in Bishop, Independence and Lone Pine, California; see Bid Sheet for details.

Inyo County reserves the right to reject any or all bids, or to waive any minor informality in any bid if it is deemed to be in the best interest of the County of Inyo.

Bid Packages, which include the Notice Inviting Bids, Bid Proposal Forms and Contract Forms, may be obtained from the Inyo County Public Works Department, 168 N Edwards St. (P.O. Drawer Q) Independence, CA 93526, and may be inspected at the above department.

Bid packages may also be downloaded from the County website at: [http://www.inyocounty.us/Bid\\_Packages.html](http://www.inyocounty.us/Bid_Packages.html). Please be aware that if you download the bid package from the county website, you are responsible for notifying the Public Works Department that you are on the plan holders list. Only bid package recipients known by the County will receive any addenda that are issued.

**BID PROPOSAL FORM**

TO: COUNTY OF INYO  
Department of Public Works  
168 N. Edwards St., P.O. Drawer Q  
Independence, CA 93526  
(Herein called "County")

FROM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Herein called "Bidder")

**FOR: COUNTY FLOOR CLEANING SERVICE**

In submitting this Bid, it is understood that:

1. BID DEADLINE:

Bids must be received no later than **3:30 p.m. Wednesday, October 25, 2023**, by the Clerk of the Board of Supervisors, 224 N Edwards St., P.O. Drawer N, Independence, California, 93526 at which time they will be publicly opened and read.

2. INCLUSION OF ALL COSTS:

This Bid includes all costs for all labor, materials, tools, taxes, insurance, transportation and other related supplies and services to perform all services and provide all materials as required by, and in accordance with, the Contract Documents for the **COUNTY GENERATOR SERVICE**.

3. PRE-BID MEETING:

Pre-Bid meeting not required.

4. CONTRACT DOCUMENTS:

The Bid Proposal Form, and the Agreement for the County Generator Services (County of Inyo Standard Contract No. 116 including Attachments A, B and C, see Exhibit 2) and any documents incorporated therein, are referred to collectively as the Contract Documents and shall constitute the contract between the parties that will come into full force and effect upon acceptance, approval and execution by the Inyo County Board of Supervisors or its designee. The contract documents are incorporated herein by reference and made a part hereof with like force and effect as if all of said documents were set forth in full herein.

5. ACCEPTANCE:



The County reserves the right to reject any and all Bids. However, this Bid shall remain open and shall not be withdrawn for a period of at least sixty (60) days after the date set for its opening and shall remain open and valid thereafter until it is withdrawn by Bidder. The Bidder will execute and deliver the Agreement for the **COUNTY GENERATOR SERVICE**, County of Inyo Standard Contract No. 118 any certificates or other required proof of insurance, and any other required documents, to the County no later than fifteen (15) days after receipt of notification to Bidder of the award of that Contract.

Failure to bid all items will render the Bid insufficient and may result in the bid being rejected.

No Bid will be accepted wherein the price quoted is specified as a posted price with an escalator "UP" clause, whether or not such escalator clause has a "TOP" or maximum limit to which the price may advance.

The Contractor will be allowed no claim for anticipated profits, loss of profits, or for any damages of any sort because of any differences between the estimated amounts set forth in this bid package and actual amount of material ordered and delivered during the course of the contract.

## 6. BID PROTEST

In the event a dispute arises concerning the bid process prior to the award of the contract, the party wishing resolution of the dispute shall submit an appeal request in writing to the County Director of Purchasing. Bidder may appeal the recommended award or denial of award, provided the following stipulations are met:

- a. Only a bidder who has actually submitted a Bid Proposal is eligible to submit an appeal request/bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder but must timely pursue its own protest.
- b. Appeal must be in writing. The appeal must contain a complete statement of the basis for the protest and all supporting documentation. Materials submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address and telephone number of the person representing the protesting bidder if different from the protesting bidder.
- c. A copy of the protest and all supporting documents must also be transmitted by fax or by email, by or before Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
- d. Must be submitted within ten (10) calendar days of the date of the recommended award or denial of award letters.
- e. An appeal of a denial of award can only be brought on the following grounds:
  - i. Failure to follow the selection procedures and adhere to requirements specified in the Bid Package or any addenda or amendments.
  - ii. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
- f. A violation of State or Federal law.

- g. Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

Nate Greenberg, County Administrative Officer  
 County of Inyo  
 Purchasing Department  
 Independence, CA 93526

County’s Purchasing Director shall make a decision concerning the appeal, and notify the Proposer making the appeal, within a reasonable timeframe prior to the tentatively scheduled date for awarding the contract. The decision of County’s Purchasing Director shall be deemed final.

7. **BID SHEET**

The specific bid prices for the materials and services to be rendered are as follows:

The bid will include 1 annual major service; all fluid changes, oil, fuel filters and air filter. Lubricate all applicable bearings.

The bid will include 1 annual minor maintenance inspection of engine electrical/ starting system, generator, safety controls, instrumentation, air induction an exhaust, lubrication system, cooling system, fuel system and Automatic Transfer System. This inspection will be included in the annual major service also.

Environmental charges for recycling oil and coolant will be included. Prevailing wage, per diem and travel will be included.

Sites	Annual Major Service	Annual Minor Service
CH Annex- 168 N. Edwards St. Independence 93526	\$	\$
Big Pine Town Hall- 341 Hall St. Big Pine 93513	\$	\$
Bishop Senior Center - 682 Spruce St. Bishop	\$	\$
Courthouse - 168 N. Edwards St. Independence	\$	\$
Lone Pine Statham Hall - 138 N. Jackson Lone Pine	\$	\$
Bishop Airport- 703 Airport Rd. Bishop 93514	\$	\$
Bishop Posse Hut - 703 Airport Rd. Bishop	\$	\$
Progress House - 536 N 2nd St Bishop	\$	\$
Lone Pine Airport-1900 S. Main St. 93545	\$	\$
Jail - 550 N Clay St. Independence	\$	\$
Mobile Light Tower #1 - 550 N Clay St. Independence	\$	\$
Mobile Light Tower #2 - 703 Airport Rd. Bishop	\$	\$

Travel and Per Diem	Quantity/year	Total
Travel to Inyo County (lump sum per visit)	2	\$
Per Diem		\$
	One Year Total	\$
	Three Year Total	\$

Notes:

- Work shall be performed once or twice annually, as noted. This will not be a monthly agreement.
- County reserves the right to add/delete to this list, as needed, during the term of this agreement. Pricing for new facilities would be agreed upon in advance, and added to the contract by amendment
- All manufacturer recommendations must be followed for the type of fluids, filters and parts.

THREE YEAR BID TOTAL (COUNTY GENERATOR SERVICE) IN NUMBERS:

\$ \_\_\_\_\_

BID TOTAL (COUNTY GENERATOR SERVICE) IN WORDS: \_\_\_\_\_

8. ADDENDA:

The Bidder acknowledges receipt of the following Addenda and has provided for all Addenda changes in this Bid: (Fill in Addendum numbers and dates Addenda have been received. If none have been received enter "NONE".)

**WARNING: IF AN ADDENDUM OR ADDENDA HAVE BEEN ISSUED BY THE COUNTY AND NOT NOTED ABOVE AS BEING RECEIVED BY THE BIDDER, THIS BID MAY BE REJECTED.**

9. BIDDER'S BUSINESS INFORMATION:

**IMPORTANT NOTICE:** If Bidder or other interested person is a corporation, state legal name of corporation, and also the names of the president, secretary, treasurer and chief executive officer/manager thereof. If Bidder is a partnership, joint venture, limited liability company or other business entity, state the true name of the firm, and also the names of all partners, joint ventures, managing members or other entities or parties having authority to act on behalf of the entity, such as officers, owners or directors. If Bidder or other interested person is an individual, state your first, middle and last names in full.

Bidder provides the following information concerning Bidder's business:

9.1 Bidder's Name: \_\_\_\_\_

9.2 Address: \_\_\_\_\_

\_\_\_\_\_ Zip \_\_\_\_\_

9.3 Email Address: \_\_\_\_\_

(The above address will be used to send notice of acceptance or request for additional information.)

9.4 Telephone \_\_\_\_\_

9.5 Federal I.D. No. \_\_\_\_\_

9.6 Type of Business (check one):

Individual ( ), Partnership ( ), Joint Venture ( ), Corporation ( ), Limited Liability Company ( ), Other Specify:

\_\_\_\_\_

9.7 Owners, Officers, Partners, or other Authorized Representatives:

THE UNDERSIGNED HEREBY DECLARES UNDER PENALTY OF PERJURY ACCORDING TO THE LAWS OF THE STATE OF CALIFORNIA, THAT THEY ARE THE INDIVIDUAL, MANAGING PARTNER, CORPORATE OFFICER, OR OTHER REPRESENTATIVE, DULY AUTHORIZED BY LAW TO MAKE THIS BID ON BEHALF OF BIDDER ACCORDING TO ALL OF THE TERMS AND CONDITIONS SET FORTH OR REFERENCED HEREIN.

\_\_\_\_\_  
(Signature of Authorized Person) (Title)

\_\_\_\_\_  
(Printed Name) (Date)

10. EXECUTION AND AGREEMENT

The undersigned Bidder hereby declares and agrees that:

(a) \_\_\_\_\_ (Name of Bidder or Bidder Representative) has carefully examined the Specifications, Contract and other portions of this Bid Package and submits this Bid in accordance therewith.

(b) That if this Bid is accepted, the Bidder will enter into a written Contract with the County of Inyo, State of California.

(c) That if Contract is awarded to Bidder, Bidder will accept in full, as payment for the materials and/or services to be furnished pursuant to said Agreement, the amounts shown on Attachment B Schedule of Fees of this Bid Package. It is understood and agreed that the quantities set forth are but estimates and the unit price will apply to the actual work performed, whatever it may be.

(d) It is understood that no later than fifteen (15) days after award of the Contract to the Bidder, the Bidder shall return the signed Contract to the County.

\_\_\_\_\_

(Company Name)

\_\_\_\_\_  
(By)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_

Exhibit 1: Generator List

Equipment	Model #	Serial #	KW	Engine Model #	Engine Serial #	Sites
Generac-LP	QT15068GVAC	3008133891	150	GP 680 AA	E172A 05118 3090133	CH Annex- 168 N. Edwards St. Independence 93526
Generac-LP	RG04845ANAC	3007532427	48	10000012933N	20010080010214	Big Pine Town Hall- 341 Hall St. Big Pine 93513
Generac-LP	QT10068AVAC	3007733807	100	GP 680 AA	E172A 081183120556	Bishop Senior Center - 682 Spruce St. Bishop
Generac-LP	RG04845GNAC	3007603185	48	10000012933-R	20100080220077	Courthouse - 168 N. Edwards St. Independence
Generac-LP	QT10068AVAC	3007393772	100	GP 680 AA	E172A-241018 2970009	Lone Pine Statham Hall - 138 N. Jackson Lone Pine
Generac-D	SD0150AG176.7D18HPNL	2118534	150	VSQ-413I-G005-A	01-01-000172	Bishop Airport- 703 Airport Rd. Bishop 93514
Kohler-LP	17RY	708070	17	F4HE9685A*J	*J102-01036367*	Bishop Posse Hut - 703 Airport Rd. Bishop
Generac-LP	G0072090	3008445190	24	10000047403	3008447249	Progress House - 536 N 2nd St Bishop
Generac-D	SD0035AG163.4D18HPYY3	3001418458	35	D3400T-GEN1 ESN	TP9F00516	Lone Pine Airport-1900 S. Main St. 93545
Generac-D	150FGFA	D920463712	150	GCTA8.3-G	44741501	Jail - 550 N Clay St. Independence
Generac-D	MLT4150MV	3013603470	15	MVS4L2-W464ML	A36346	Mobile Light Tower #1 - 550 N Clay St. Independence
Generac-D	MLT4150MV	3013603471	15	MVS4L2-W464ML	A36345	Mobile Light Tower #2 - 703 Airport Rd. Bishop

**AGREEMENT BETWEEN COUNTY OF INYO**  
**AND** \_\_\_\_\_  
**FOR THE PROVISION OF** Generator Maintenance \_\_\_\_\_ **SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Generator Maintenance 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 Chris Cox, whose title is: Deputy Public Works Director. 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 \_\_\_\_\_ to \_\_\_\_\_ unless sooner terminated as provided below.

**3. CONSIDERATION.**

A. Compensation. County shall pay 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 the 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 Chris Cox, whose title is: Deputy Public Works Director. 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 under the rates set forth in Attachment C, or which are incurred by the Contractor without the prior approval of the County.

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, including travel and per diem expenses, if any, shall not exceed \_\_\_\_\_ 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.

E. 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 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 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 travel or per diem expenses, which have been approved in advance by County, incurred by Contractor during that period. The itemized statement for 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 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, or 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 **D** 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, and municipal law, 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:

<b>County of Inyo:</b>	
Chris Cox	Name
168 N Edwards St	Address
Independence, CA	City and State

<b>Contractor:</b>	
_____	Name
_____	Address
_____	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** \_\_\_\_\_  
**FOR THE PROVISION OF** Generator Maintenance **SERVICES**

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

**COUNTY OF INYO**

**CONTRACTOR**

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

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

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

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

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

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

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

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

APPROVED AS TO PERSONNEL REQUIREMENTS:

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

APPROVED AS TO INSURANCE REQUIREMENTS:

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

**ATTACHMENT A**

**AND** **AGREEMENT BETWEEN COUNTY OF INYO**  
**FOR THE PROVISION OF** Generator Maintenance **SERVICES**

**TERM:**

**FROM:** \_\_\_\_\_ **TO:** \_\_\_\_\_

**SCOPE OF WORK:**

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** \_\_\_\_\_  
**FOR THE PROVISION OF** Generator Maintenance **SERVICES**

**TERM:**

**FROM:** \_\_\_\_\_ **TO:** \_\_\_\_\_

**SCHEDULE OF FEES:**

**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND** \_\_\_\_\_  
**FOR THE PROVISION OF** Generator Maintenance **SERVICES**

**TERM:**

**FROM:** \_\_\_\_\_ **TO:** \_\_\_\_\_

**SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:**



**ATTACHMENT D**

**AGREEMENT BETWEEN COUNTY OF INYO**

**AND**  
**FOR THE PROVISION OF** Generator Maintenance **SERVICES**

**TERM:**

**FROM:** November 20, 2022 **TO:** November 19, 2025

**SEE ATTACHED INSURANCE PROVISIONS**

## Attachment D: Insurance Requirements for Most Contracts

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

### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

**Commercial General Liability (CGL):** ISO 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 separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. The CGL policy shall contain, or be endorsed to contain, additional insured status as specified as follows. For contracts involving work with or service to minors (i.e., people under the age of 18 in California), sexual assault and misconduct (“SAM”) coverage is required with limits no less than those listed in this paragraph for other types of loss.

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).

**Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8), and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage. May be waived with signed letter on Contractor’s letterhead certifying that no vehicle or mobile equipment will be used in the execution of the agreement.

**Workers’ Compensation:** as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. May be waived with signed letter on Contractor’s letterhead certifying that Contractor has no employees.

**Professional Liability (Errors and Omissions):** Insurance appropriate to the Contractor’s profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Professional liability insurance coverage is normally required if Contractor is provided a professional service regulated by the state; however, other professional contractors, such as computer software designers and claims administration providers, should also have professional liability. Check with Risk Management if PL is required.

**Cyber Liability Insurance,** with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Cyber liability requirement may be waived if Contractor will not be receiving/storing/transmitting personally identifiable information (PII) or personal medical

## **Attachment D: Insurance Requirements for Most Contracts**

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. Check with Risk Management if CL is required.

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:

#### **Primary Coverage**

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage 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.

#### **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.

#### **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.

## **Attachment D: Insurance Requirements for Most Contracts**

### **Claims Made Policies (should be applicable only to professional liability)**

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 of Insurance including all required 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 listing all policy endorsements to Inyo County before work begins. 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.

### **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.

### **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-

**AGREEMENT BETWEEN COUNTY OF INYO  
AND BAY CITY ELECTRIC WORKS  
FOR THE PROVISION OF Generator Maintenance SERVICES**

**INTRODUCTION**

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Generator Maintenance services of Ed Doty of BAY CITY ELECTRIC WORKS (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 Chris Cox whose title is: Deputy Public Works Director. 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 01/22/2024 to 01/22/2027 unless sooner terminated as provided below.

**3. CONSIDERATION.**

A. Compensation. County shall pay 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 the 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 Chris Cox, whose title is: Deputy Public Works Director. 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 under the rates set forth in Attachment C, or which are incurred by the Contractor without the prior approval of the County.

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, including travel and per diem expenses, if any, shall not exceed Eighty five thousand seven hundred two and sixty eight Dollars (\$ 85,702.68 ) (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.

E. 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 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 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 travel or per diem expenses, which have been approved in advance by County, incurred by Contractor during that period. The itemized statement for 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 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, or 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 D 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, and municipal law, 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:

<b>County of Inyo:</b>	
<u>Chris Cox</u>	Name
<u>168 N Edwards St</u>	Address
<u>Independence, CA</u>	City and State

<b>Contractor:</b>	
<u>BAY CITY ELECTRIC WORKS</u>	Name
<u>322 Lindbergh Ave</u>	Address
<u>Livermore, CA 94551</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 BAY CITY ELECTRIC WORKS**  
FOR THE PROVISION OF Generator Maintenance SERVICES

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

**COUNTY OF INYO**

**CONTRACTOR**

By: Michael Errante

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

Michael Errante  
Type or Print Name

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

Dated: 1/22/2024

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

APPROVED AS TO FORM AND LEGALITY:

Grace Weitz  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Christie Martindale  
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

K. Oney  
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

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

AGREEMENT BETWEEN COUNTY OF INYO  
AND BAY CITY ELECTRIC WORKS  
FOR THE PROVISION OF Generator Maintenance SERVICES

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

COUNTY OF INYO

CONTRACTOR

By: Michael Errante  
Michael Errante  
Type or Print Name

By: Brian P. Duarte  
BRIAN P. DUARTE (for Bcew)  
Type or Print Name

Dated: 1/22/2024

Dated: 1/23/2024

APPROVED AS TO FORM AND LEGALITY:

Grace Weitz  
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 BAY CITY ELECTRIC WORKS  
FOR THE PROVISION OF Generator Maintenance SERVICES**

**TERM:**

**FROM:** 01/22/2024 **TO:** 01/22/2027

**SCOPE OF WORK:**

Bay City Electric Works, service contractor, will provide bi- annual generator service to the County's list of generators, Exhibit 1. The service will include annual oil change, filter and air cleaner of propane generators and oil change fuel and oil filter and air filter of diesel generators. Anti freeze, batteries, belts and hoses will be inspected; the replacement will be an additional cost to contract as well as mechanical repairs. The controls, transfer switch and computer system will be checked including engine and generator during a second service rotation 6 months after oil changes.

See attached Exhibit 1

Exhibit 1: Generator List

Equipment	Model #	Serial #	KW	Engine Model #	Engine Serial #	Sites
Generac-LP	QT15068GVAC	3008133891	150	GP 680 AA	E172A 05118 3090133	CH Annex- 168 N. Edwards St. Independence 93526
Generac-LP	RG04845ANAC	3007532427	48	10000012933N	20010080010214	Big Pine Town Hall- 341 Hall St. Big Pine 93513
Generac-LP	QT10068AVAC	3007733807	100	GP 680 AA	E172A 081183120556	Bishop Senior Center - 682 Spruce St. Bishop
Generac-LP	RG04845GNAC	3007603185	48	10000012933-R	20100080220077	Courthouse - 168 N. Edwards St. Independence
Generac-LP	QT10068AVAC	3007393772	100	GP 680 AA	E172A-241018 2970009	Lone Pine Statham Hall - 138 N. Jackson Lone Pine
Generac-D	SD0150AG176.7D18HPNL	2118534	150	VSQ-413I-G005-A	01-01-000172	Bishop Airport- 703 Airport Rd. Bishop 93514
Kohler-LP	17RY	708070	17	F4HE9685A*J	*J102-01036367*	Bishop Posse Hut - 703 Airport Rd. Bishop
Generac-LP	G0072090	3008445190	24	10000047403	3008447249	Progress House - 536 N 2nd St Bishop
Generac-D	SD0035AG163.4D18HPYY3	3001418458	35	D3400T-GEN1 ESN	TP9F00516	Lone Pine Airport-1900 S. Main St. 93545
Generac-D	150FGFA	D920463712	150	GCTA8.3-G	44741501	Jail - 550 N Clay St. Independence
Generac-D	MLT4150MV	3013603470	15	MVS4L2-W464ML	A36346	Mobile Light Tower #1 - 550 N Clay St. Independence
Generac-D	MLT4150MV	3013603471	15	MVS4L2-W464ML	A36345	Mobile Light Tower #2 - 703 Airport Rd. Bishop

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND BAY CITY ELECTRIC WORKS  
FOR THE PROVISION OF Generator Maintenance SERVICES**

**TERM:**

**FROM:** 01/22/2024 **TO:** 01/22/2027

**SCHEDULE OF FEES:**

See attached

Sites	Annual Major Service	Annual Minor Service
CH Annex- 168 N. Edwards St. Independence 93526	\$ \$1356.16	\$ \$1023.00
Big Pine Town Hall- 341 Hall St. Big Pine 93513	\$ \$1,254.40	\$ \$1022.15
Bishop Senior Center - 682 Spruce St. Bishop	\$ \$1,329.66	\$ \$1022.15
Courthouse - 168 N. Edwards St. Independence	\$ \$1,254.45	\$ \$1022.15
Lone Pine Statham Hall - 138 N. Jackson Lone Pine	\$ \$1,208.67	\$ \$1061.15
Bishop Airport- 703 Airport Rd. Bishop 93514	\$ \$1,761.04	\$ \$1022.15
Bishop Posse Hut - 703 Airport Rd. Bishop	\$ \$1,111.66	\$ \$1022.15
Progress House - 536 N 2nd St Bishop	\$ \$1067.88	\$ \$1022.15
Lone Pine Airport-1900 S. Main St. 93545	\$ \$1206.11	\$ \$1022.15
Jail - 550 N Clay St. Independence	\$ \$1503.14	\$ \$1022.15
Mobile Light Tower #1 - 550 N Clay St. Independence	\$ \$1334.37	\$ \$482.15
Mobile Light Tower #2 - 703 Airport Rd. Bishop	\$ \$1334.37	\$ \$482.15

**MINOR PRICING INCLUDES ATS SERVICER PRICING**

Travel and Per Diem	Quantity/year	Total
Travel to Inyo County (lump sum per visit)	2	\$ included in price
Per Diem two trips per year	\$270 per day	\$ \$1620.00
	<b>One Year Total</b>	<b>\$ \$28,567.56</b>
	<b>Three Year Total</b>	<b>\$ \$85,702.68</b>



**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND BAY CITY ELECTRIC WORKS  
FOR THE PROVISION OF Generator Maintenance SERVICES**

**TERM:**

**FROM:** 01/22/2024 **TO:** 01/22/2027

**SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:**

Two trips per year for one technician with an estimated cost of \$270.00 per day. Travel and Per Diem not to exceed \$1,620.00 per year.

**ATTACHMENT D**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND BAY CITY ELECTRIC WORKS  
FOR THE PROVISION OF Generator Maintenance SERVICES**

**TERM:**

**FROM:** 01/22/2024 **TO:** 01/22/2027

**SEE ATTACHED INSURANCE PROVISIONS**

## **Attachment C: 2023 Insurance Requirements for Specific Contracts** *Professional Services with Environmental Hazards*

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, employees, or subcontractors.

### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office 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 **\$5,000,000** per occurrence, \$10,000,000 aggregate. Limit may be satisfied with Umbrella/Excess provided underlying general liability coverage is at least \$1,000,000 per occurrence. See below.
1. **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.
2. **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 provided written verification it has no employees.)
3. **Professional Liability** (if Design/Build): Insurance appropriate to the Contractor’s profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.
4. **Contractors’ Pollution Legal Liability** and/or Asbestos Legal Liability and/or Errors and Omissions with limits no less than **\$5,000,000** per occurrence or claim, and **\$5,000,000** policy aggregate.

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.

### ***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 **\$75,000** 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: 2023 Insurance Requirements for Specific Contracts**  
***Professional Services with Environmental Hazards***

**OTHER INSURANCE PROVISIONS**

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

***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 and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. 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.

***Notice of Cancellation:*** Each insurance policy required above shall state that coverage shall not be canceled, except with notice 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.
4. A copy of the claims reporting requirements must be submitted to Inyo County for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

***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.

***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.

**Attachment C: 2023 Insurance Requirements for Specific Contracts**  
***Professional Services with Environmental Hazards***

***Waiver of Subrogation:*** Contractor hereby agrees to waive rights to subrogation which any insurer of Contractor may acquire from contractor by virtue of the payment of any loss. 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. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of Inyo County for all work performed by the Contractor, its employees, agents, and subcontractors.

***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. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

***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. NOTE: CRANE USE REQUIRED ADDITIONAL COVERAGE.



# INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

February 20, 2024

Reference ID:  
2024-116

### Project Contract Award for Independence Courthouse HVAC Public Works ACTION REQUIRED

#### ITEM SUBMITTED BY

Hasib Rasooli, Engineering Assistant

#### ITEM PRESENTED BY

John Pinckney, Assistant Public Works Director

#### RECOMMENDED ACTION:

A) Approve the bid received from Bishop Heating and Air and authorize Public Works to enter into an agreement to carry out the Independence Courthouse HVAC project as more fully described below;

B) Amend the Fiscal Year 2023-2024 Deferred Maintenance Budget (011501) as follows: decrease estimated revenue in Operating Transfers In (4998) by \$675,159 and decrease appropriation in Professional Services (5265) by \$67,629 and decrease appropriation in Structures and Improvements (5640) by \$607,530 (4/5ths vote required);

C) Amend the Fiscal Year 2023-2024 CAO-ACO Budget (010201) as follows: increase appropriation in Operating Transfers Out (5801) by \$100,000 (4/5ths vote required);

D) Amend the Fiscal Year 2023-2024 American Rescue Plan Act - 2021 Budget (650200) as follows: increase appropriation in Operating Transfers Out (5801) by \$1,900,000 (4/5ths vote required);

E) Amend the Fiscal Year 2023-2024 Public Works Courthouse Rehabilitation Deferred Maintenance Budget (011502) as follows: increase estimated revenue in Operating Transfers In (4998) by \$2,675,159 and increase appropriation in Structures and Improvements (5640) by \$67,629 and increase appropriation in Construction in Progress (5700) by \$2,607,530 (4/5ths vote required); and

F) Ratify and approve the contract between the County of Inyo and Bishop Heating and Air Conditioning Inc. of Bishop, CA for the provision of HVAC System replacement in an amount not to exceed \$2,391,380 for the period of February 6, 2024, through December 31, 2024, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

In January 2021, the Great Basin Unified Air Pollution Control District (GBUAPCD) took action to provide block grants to each of the four agencies with membership on the District Board for projects that reduce air pollution. The Board of Supervisors approved the nomination of the Inyo County Courthouse HVAC Upgrade Design Project (part of a larger construction scope) as a project that fit the GBUAPCD requirements.

On October 18, 2022, your Board approved awarding the contract for Engineering Consultant Services for the Inyo County Courthouse HVAC Upgrade Design Project to Etchemendy Engineering, Inc. of Reno, NV.

Subsequent to the approval plans and specifications, the project was put out to bid. The bid opening was on January 24, 2024. The engineering estimate was \$1,900,000. The County received two fully responsive bids as outlined below:

1. Bishop Heating and Air Conditioning Inc. Bid amount: \$2,391,380.00
2. Mt. Rose Heating and Air Conditioning Inc. Bid amount: \$3,800,000.00

Public Works staff is recommending that your Board consider approving the low bid as received. While staff recognizes the significant cost of the project, and that the cost is higher than originally anticipated, the building is in the need of an HVAC upgrade - if not now, in the future. It is important to recognize that costs will only continue to rise for this project if it is not carried out now. Further, there are significant justifications to carrying out the project now, as opposed to delaying it:

1. The Air Conditioning (AC) units on the courthouse roof are old, inefficient, and in need of replacement;
2. The AC units on the roof do not meet current structural/earthquake engineering, which will be remediated in this project by moving and reinforcing their new location;
3. The boiler for heating was installed in 1997 and is reaching the end of its service life. The steam pipes are original and could fail at any time;
4. This project will reduce the County's electric and propane consumption, bringing us into alignment with energy and environmental mandates;
5. The HVAC upgrade will improve the working conditions for County and Court employees and customers;
6. The project will remove inappropriate and inefficient window unit ACs from the historical building.

There has been substantial effort and over-time cost included in this project to continue Inyo County daily operations in the courthouse and serve the public while this project is underway.

**FISCAL IMPACT:**

<b>Funding Source</b>	Non-General Fund	<b>Budget Unit</b>	011502
<b>Budgeted?</b>	Yes - via budget amendments as recommended	<b>Object Code</b>	Various
<b>Recurrence</b>	One Time		
<b>Current Fiscal Year Impact</b>			
\$2,630,518 would include a 10% contingency.			
To support this, multiple budget amendments are being requested as outlined below, and have actually brought in additional funding as the rehabilitation projects at the Courthouse will be ongoing and are planning for any issue that may arise in the next several months.			
<b>Future Fiscal Year Impacts</b>			
Inyo County is looking to share the cost of this project with the California Judicial Council under the Joint Occupancy Agreement for the Inyo County Courthouse.			
<b>Additional Information</b>			

The Budget Team has had multiple discussions with Public Works on this project moving forward and is asking your Board to consider appropriating funds from the American Rescue Plan Act (ARPA) Budget to assist with funding this project. The appropriation of this funding will leave approximately \$430,000 in the ARPA fund balance for future projects. Additionally, the use of funds from the CAO-ACO Budget is requested to fund any remediation types of projects that may occur during the HVAC project. Finally, the transfer of funds from the Deferred Maintenance Budget, fully moves the Great Basin Operating Transfer so that the project as a whole is recognized in this one budget unit. The creation of a new

budget unit is needed so that all the costs for this project and future Courthouse projects are encompassed in one area.

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

Your Board could choose not to award the contract and the existing HVAC system would remain in use. The existing heating system was installed in 1997 and the steam pipes are original, extremely old and both are subject to failure at any time. A new heating system could easily cost over one million dollars. The cooling for the building is extremely inefficient and currently dependent upon individual office units. The window AC units do not meet the historical designation of the building. The County has considered a variety of different approaches for this project and believes this is the best and most logical one. Additionally, the County received grant money from Great Basin Unified Air Pollution Control District years ago to initiate this project, which has been partially used and would need to be returned if the project was not carried out.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

Inyo County Courts; Great Basin Unified Air Pollution Control District

**ATTACHMENTS:**

1. Indy Courthouse HVAC Contract
2. Bid Tab 01-24-2024

**APPROVALS:**

Hasib Rasooli	Created/Initiated - 1/25/2024
Darcy Ellis	Approved - 1/25/2024
Breanne Nelums	Approved - 2/7/2024
Denelle Carrington	Approved - 2/9/2024
Breanne Nelums	Approved - 2/9/2024
Hasib Rasooli	Approved - 2/12/2024
John Pinckney	Approved - 2/13/2024
John Vallejo	Approved - 2/13/2024
Grace Chuchla	Approved - 2/13/2024
Amy Shepherd	Approved - 2/13/2024
Nate Greenberg	Final Approval - 2/13/2024



**CONTRACT  
BY AND BETWEEN  
THE COUNTY OF INYO  
and**

\_\_\_\_\_, **CONTRACTOR**

**for the**

\_\_\_\_\_ **PROJECT**

THIS CONTRACT is awarded by the COUNTY OF INYO to CONTRACTOR on and made and entered into effective, \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF INYO, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and \_\_\_\_\_ (hereinafter referred to as "CONTRACTOR"), for the construction or removal of \_\_\_\_\_ **PROJECT** (hereinafter referred to as "PROJECT"), which parties agree, for and in consideration of the mutual promises, as follows:

**1. SERVICES TO BE PERFORMED.** CONTRACTOR shall furnish, at his/her own expense, all labor, materials, methods, processes, implements, tools, machinery, equipment, transportation, permits, services, utilities, and all other items, and related functions and otherwise shall perform all work necessary or appurtenant to construct the Project in accordance with the any and all Contract Documents specified within section 4 of this Contract, within the Time for Completion set forth, as well as in all other in the Contract Documents, for:

Title: \_\_\_\_\_ **PROJECT**

**2. TIME OF COMPLETION.** Project work shall begin within \_\_\_\_\_ calendar days after receipt of the Notice to Proceed (NTP) (or on the start of work date identified in the NTP) and shall continue until all requested services are completed. Said services shall be completed no later than the Time of Completion as noted in the Project's Special Provisions or Scope of Work Attachment. Procedures for any extension of time shall be complied with as noted in the Project's Special Provisions or Scope of Work Attachment.

**3. PAYMENT/CONSIDERATION.** For the performance of all such work, COUNTY shall pay to CONTRACTOR for said work the total amount of: \_\_\_\_\_ dollars (\$\_\_\_\_\_), adjusted by such increases or decreases as authorized in accordance with the Contract Documents, and payable at such times and upon such conditions as otherwise set forth in the Contract Documents.

**4. ALL PROVISIONS SET FORTH HEREIN.** CONTRACTOR and COUNTY agree that this Contract shall include and consist of (collectively "the Contract Documents"):

- \_\_\_ The Bid Proposal Form
- \_\_\_ The Bid Bond
- \_\_\_ The Faithful Performance Bond

- \_\_\_ The Labor and Materials Payment Bond
- \_\_\_ Insurance Specifications
- \_\_\_ All documents as described in **Section 5-1.02, "Definitions,"** of the Standard Specifications of the Inyo County Public Works Department, dated May 2020
- \_\_\_ The Standard Specifications of the Inyo County Public Works Department, dated May 2020
- \_\_\_ The Special Provisions concerning this Project including the Appendices and the Plans
- \_\_\_ Scope of Work Attachment [negotiated contracts only]
- \_\_\_ Any and all amendments or changes to any of the above-listed documents including, without limitation, contract change orders, and any and all documents incorporated by reference into any of the above-listed documents.

All Contract Documents are attached hereto.

**5. STANDARD OF PERFORMANCE.** Contractor represents that he/she is qualified and licensed to perform the work to be done as required in this Contract. County relies upon the representations of Contractor regarding professional and/or trade training, licensing, and ability to perform the services as a material inducement to enter into this Contract. Acceptance of work by the County does not operate to release Contractor from any responsibility to perform work to professional and/or trade standards. Contractor shall provide properly skilled professional and technical personnel to perform all services under this Contract. Contractor shall perform all services required by this Contract in a manner and according to the standards observed by a competent practitioner of the profession. All work products of whatsoever nature delivered to the County shall be prepared in a manner conforming to the standards of quality normally observed by a person practicing in Contractor's profession and/or trade.

**6. INDEPENDENT CONTRACTOR.** Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee, partnership or joint venture relationship between County and Contractor, nor to allow County to exercise discretion or control over the manner in which Contractor performs the work or services that are the subject matter of this Contract; provided, however, the work or services to be provided by Contractor shall be provided in a manner consistent with reaching the County's objectives in entering this Contract.

Contractor is an independent contractor, not an employee of County or any of its subsidiaries or affiliates. Contractor will not represent him/herself to be nor hold her/himself out as an employee of County. Contractor acknowledges that s/he shall not have the right or entitlement in or to any of the pension, retirement or other benefit programs now or hereafter available to County's employees. The consideration set forth in Paragraph 3 shall be the sole consideration due Contractor for the services rendered hereunder. It is understood that County will not withhold any amounts for payment of taxes from the Contractor's compensation hereunder. Any and all sums due under any applicable state, federal or municipal law or union or professional and/or trade guild regulations shall be Contractor's sole responsibility. Contractor shall indemnify and hold County harmless from any and all damages, claims and expenses arising out of or resulting from any claims asserted by any third party, including but not limited to a taxing authority, as a result of or in connection with payments due it from Contractor's compensation.

**7. ASSIGNMENT AND SUBCONTRACTING.** The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience and competence of Contractor. Assignments of any and/or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express consent of the County. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of the County. If County consents to such subcontract, Contractor shall be fully responsible to County for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between County and subcontractor, nor shall it create any obligation on the part of the County to pay any monies due to any such subcontractor, unless otherwise required by law.

**8. INDEMNIFICATION.** Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against all claims, damages, losses, and expenses, including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the County.

**9. POLITICAL REFORM ACT.** Contractor is not a designated employee within the meaning of the Political Reform Act because Contractor:

a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the County or of any County official, other than normal Contract monitoring; and

b. Possesses no authority with respect to any County decision beyond rendition of information, advice, recommendation or counsel [FPPC Reg. 18700(a)(2)].

**10. COMPLIANCE WITH ALL LAWS.**

**Performance Standards:** Contractor shall use the standard of care in its profession and/or trade to comply with all applicable federal, state and local laws, codes, ordinances and regulations that relate to the work or services to be provided pursuant to this Contract.

a. Safety Training:

i. Contractor shall provide such safety and other training as needed to assure work will be performed in a safe and healthful manner "in a language" that is understandable to employees receiving the training. The training shall in all respects be in compliance with CAL OSHA; and

ii. Contractor working with employees shall maintain a written Injury and Illness Prevention (IIP) Program, a copy of which must be maintained at each worksite or at a central worksite identified for the employees, if the Contractor has non-fixed worksites; and

iii. Contractor using subcontractors with the approval of the County to perform the work which is the subject of this Contract shall require each subcontractor working with employees to comply with the requirements of this section.

b. Child, Family and Spousal Support reporting Obligations:

i. Contractor shall comply with the state and federal child, family and spousal support reporting requirements and with all lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations.

c. Nondiscrimination:

i. Contractor shall not discriminate in employment practices or in the delivery of services on the basis of membership in a protected class which includes any class recognized by law and not limited to race, color, religion, sex (gender), sexual orientation, marital status, national origin (Including language use restrictions), ancestry, disability (mental and physical, including HIV and Aids), medical Conditions (cancer/genetic characteristics), age (40 and above) and request for family care leave.

ii. Contractor represents that it is in compliance with federal and state laws prohibiting discrimination in employment and agrees to stay in compliance with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, et. seq.), Age Discrimination in Employment Act of 1975 (42 U.S.C. 5101, et. seq.), Title VII (42 U.S.C. 2000, et. seq.), the California Fair Employment Housing Act (California Government Code sections 12900, et. seq.) and regulations and guidelines issued pursuant thereto.

**11. LICENSES.** Contractor represents and warrants to County that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Contractor to practice its trade and/or profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract, any licenses, permits, insurance and approvals which are legally required of Contractor to practice its profession.

**12. PREVAILING WAGE.** Pursuant to **Section 1720 et seq. of the Labor Code**, Contractor agrees to comply with the Department of Industrial Relations regulations, to which this Contract is subject, the prevailing wage per diem rates in Inyo County have been determined by the Director of the State Department of Industrial Relations. These wage rates appear in the Department publication entitled "General Prevailing Wage Rates," in effect at the time the project is advertised. Future effective wage rates, which have been predetermined and are on file with the State Department of Industrial Relations are referenced but not printed in said publication. Such rates of wages are also on file with the State Department of Industrial Relations and the offices of the Public Works Department of the County of Inyo and are available to any interested party upon request. Contractor agrees to comply with County and the Department of Industrial Relations regulations in submitting the certified payroll.

**13. CONTROLLING LAW VENUE.** This Contract is made in the County of Inyo, State of California. The parties specifically agree to submit to the jurisdiction of the Superior Court of California for the County of Inyo.

**14. WRITTEN NOTIFICATION.** Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, et cetera, shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to County: County of Inyo  
Public Works Department  
Attn: \_\_\_\_\_

168 N. Edwards  
PO Drawer Q  
Independence, CA 93526

If to Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**15. AMENDMENTS.** This Contract may be modified or amended only by a written document executed by both Contractor and County and approved as to form by Inyo County Counsel.

**16. WAIVER.** No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

**17. TERMINATION.** This Contract may be terminated for the reasons stated below:  
a. Immediately for cause, if either party fails to perform its responsibilities under this Contract in a timely and professional manner and to the satisfaction of the other party or violates any of the terms or provisions of this Contract; or  
b. By County upon oral notice from the Board of Supervisors based on funding ending or being materially decreased during the term of this Contract.

**18. TIME IS OF THE ESSENCE.** Time is of the essence for every provision.

**19. SEVERABILITY.** If any provision of this Contract is held to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall not be affected, impaired or invalidated.

**20. CONTRACT SUBJECT TO APPROVAL BY BOARD OF SUPERVISORS.** It is understood and agreed by the parties that this Contract is subject to the review and approval by the Inyo County Board of Supervisors upon Notice. In the event that the Board of Supervisors declines to enter into or approve said Contract, it is hereby agreed to that there is, in fact, no binding agreement, either written or oral, between the parties herein.

**21. ATTACHMENTS.** All attachments referred to are incorporated herein and made a part of this Contract.

**22. EXECUTION.** This Contract may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties. In approving this Contract, it shall not be necessary to produce or account for more than one such counterpart.

**23. ENTIRE AGREEMENT.** This Contract, including the Contract Documents and all other documents which are incorporated herein by reference, constitutes the complete and exclusive agreement between the County and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are

superseded in total by this Contract.

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IN WITNESS WHEREOF, COUNTY and CONTRACTOR have each caused this Contract to be executed on its behalf by its duly authorized representative, effective as of the day and year first above written.

**COUNTY**

**CONTRACTOR**

COUNTY OF INYO

\_\_\_\_\_

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

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

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

APPROVED AS TO FORM AND LEGALITY:

Grace Weitz  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Amy Shepherd  
County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:

Aaron Holmberg  
County Risk Manager

**AGREEMENT BETWEEN THE COUNTY OF INYO AND**

**Bishop Heating & Air Conditioning Inc.**

---

**FOR THE**

**PROJECT**

**INSURANCE PROVISIONS**

Independence Court House HVAC **PROJECT**

**FAITHFUL PERFORMANCE BOND**  
(100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_  
\_\_\_\_\_ as Principal, hereinafter "Contractor,"  
(Name of Contractor)  
and \_\_\_\_\_  
(Name of Corporate Surety)

as Corporate Surety, hereinafter called Surety, are held and firmly bound unto the County of Inyo as Obligee, hereinafter called County, in the amount of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assignees, jointly and severally, firmly by these presents.

WHEREAS, Contractor has, by written Contract, dated \_\_\_\_\_, 20\_\_\_\_, entered into an Contract with the County for the Construction of the \_\_\_\_\_ **PROJECT** (hereinafter referred to as "Project"), to be constructed in accordance with the terms and conditions set forth in the Contract for the Project, which contract is by reference incorporated herein and is hereinafter referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the County.

Whenever Contractor shall be, and is declared by County to be, in default under the Contract, the County having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly either:

1. Complete the Contract in accordance with its terms and conditions; or,
2. Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible Bidder, or if the County elects, upon determination by the County and the Surety jointly of the lowest responsible Bidder, arrange for a Contract between such Bidder and County, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph, shall mean the total



amount payable by County to Contractor under the Contract and any amendments thereto, less the amount properly paid by County to Contractor.

Any suit under this Bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due, or the date on which any warranty or guarantee period expires, whichever is later.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the County named herein.

---o0o---

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
(Name of Corporate Surety)

By: \_\_\_\_\_  
(Signature)

(SEAL)

\_\_\_\_\_  
(Title of Authorized Person)

\_\_\_\_\_  
(Address for Notices to be Sent)

\_\_\_\_\_  
(Name of Contractor)

By: \_\_\_\_\_  
(Signature)

(SEAL)

\_\_\_\_\_  
(Title of Authorized Person)

\_\_\_\_\_  
(Address for Notices to be Sent)

**NOTE: THE SIGNATURES OF THE CONTRACTOR AND THE SURETY MUST EACH BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC (OR OTHER OFFICER AUTHORIZED UNDER CALIFORNIA LAW) AND THE ACKNOWLEDGMENTS MUST BE ATTACHED TO THIS BOND.**

The Faithful Performance Bond must be executed by a corporate surety on this form. No substitutions will be accepted. If an attorney-in-fact signs for the surety, an acknowledged statement from the surety appointing and empowering the attorney-in-fact to execute such bonds in such amounts on behalf of the surety must accompany the Faithful Performance Bond.

**ADDRESS OF COUNTY FOR NOTICES TO BE SENT:**

County of Inyo  
224 North Edwards Street, P.O. Box N  
Independence, California 93526

PROJECT

LABOR AND MATERIALS PAYMENT BOND  
(100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_ as Principal, hereinafter "CONTRACTOR,"

and \_\_\_\_\_  
(Name of Corporate Surety)

as Corporate Surety, hereinafter called SURETY, are held and firmly bound unto the County of Inyo as Obligee, hereinafter called COUNTY, for the use and benefit of claimants as hereinafter defined in the amount of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assignees, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written contract dated \_\_\_\_\_, 20 \_\_\_\_\_, entered into an Contract with the County for the construction of the \_\_\_\_\_ PROJECT (hereinafter referred to as "PROJECT"), to be constructed in accordance with the terms and conditions set forth in the contract for the PROJECT, which contract is by reference incorporated herein, and is hereinafter referred to as the "CONTRACT."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and materials used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Contractor, or with a Subcontractor of the Contractor, for labor, materials, or both, used or reasonably required for use in the performance of the Contract. Labor and materials is construed to include, but not limited to, that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named Contractor and Surety hereby jointly agree with the County that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) calendar days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this Bond for the benefit of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The County shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

- a) Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the County, or the Surety above named, within ninety (90) calendar days after such claimant did or performed the last of the work or labor, or furnished the last of the material for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in any envelope addressed to the Contractor, County, or Surety, at the address below, or at any place where an office is regularly maintained for the transaction of their business. Such notice may also be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
- b) After the expiration of one (1) year following the date on which County accepted the work done under the Contract. However, if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
- c) Other than in a State Court of competent jurisdiction in and for the County or other political subdivision of the state in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed or recorded against said Project, whether or not claim for the amount of such lien be presented under and against this Bond.

---o0o---

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
(Name of Contractor)

By: \_\_\_\_\_  
(Signature)

(SEAL)

\_\_\_\_\_  
(Title of Authorized Person)

\_\_\_\_\_  
(Address for Notices to be Sent)

\_\_\_\_\_  
(Name of Corporate Surety)

By: \_\_\_\_\_  
(Signature)

(SEAL)

\_\_\_\_\_  
(Title of Authorized Person)

\_\_\_\_\_  
(Address for Notices to be Sent)

**NOTE:**

**THE SIGNATURES OF THE CONTRACTOR AND THE SURETY MUST BE  
ACKNOWLEDGED BEFORE A NOTARY PUBLIC (OR OTHER OFFICER  
AUTHORIZED UNDER CALIFORNIA LAW).**

The Labor and Materials Payment Bond must be executed by a corporate surety on this form. No substitutions will be accepted. If an attorney-in-fact signs for the surety, an acknowledged statement from the surety appointing and empowering the attorney-in-fact to execute such bonds in such amounts on behalf of the surety, must accompany the Labor and Materials Payment Bond.

ADDRESS OF COUNTY FOR NOTICES TO BE SENT TO:

**County of Inyo  
224 N. Edwards, P.O. Box N  
Independence, California 93526**

**AGREEMENT BETWEEN THE COUNTY OF INYO AND**

**FOR THE \_\_\_\_\_ PROJECT**

**INSURANCE PROVISIONS**

**Attachment C: 2023 Insurance Requirements for Most Contracts  
Including Light Construction not covered under Civil Code 2783 or 2782.5**

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 separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
1. **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.
2. **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 provided written verification it has no employees.)
3. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Contractor's profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.

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:

**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

**Attachment C: 2023 Insurance Requirements for Most Contracts  
Including Light Construction not covered under Civil Code 2783 or 2782.5**

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.

**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



**Attachment C: 2023 Insurance Requirements for Most Contracts  
Including Light Construction not covered under Civil Code 2783 or 2782.5**

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 BID TABULATION

## Inyo County Court House HVAC Project

Bid Opening Date: January 24<sup>th</sup>, 2024 3:30 PM

Location: County Admin Building

	BIDDER NAME	Total Bid	Bond	Addendum 1,2 & 3
1.	Mt. Rose Heating & A/C	\$3.8 million (\$3,800,000)	✓	✓
2.	Bishop Heating & Air Conditioning	\$2,391,380	✓	✓
3.				
4.				
5.				
6.				
7.				

8.				
9.				
10.				
11.				
12.				

Opened By: Darryl Ellis

Present: Brian Van Nest

Chris Van Nest

MICHAEL WALKER

Greg Waters

Russ Rasooli





# INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

February 20, 2024

Reference ID:  
2024-129

### Donation of Trained K-9 from Esmeralda County Sheriff's Office

#### Sheriff

ACTION REQUIRED

**ITEM SUBMITTED BY**

Stephanie Rennie, Sheriff

**ITEM PRESENTED BY**

Stephanie Rennie, Sheriff

**RECOMMENDED ACTION:**

Pursuant to Inyo County Code Section 6.26.020, accept a donation of Enwer, a German Shepherd dog trained in drug detection and apprehension, from the Esmeralda County Sheriff's Office.

**BACKGROUND / SUMMARY / JUSTIFICATION:**

On January 29, 2024, pursuant to Resolution No. 24-R-01, the Board of County Commissioners of Esmeralda County, Nevada voted to approve the donation of Enwer to the Inyo County Sheriff's Department to be used as a drug detection and apprehension dog.

The Inyo County Sheriff's Department is thankful for this donation and believes that it has a handler available to put Enwer's skills and training to good use. This includes, but is not limited to, school safety and educational programs, as well as more robust drug interdiction and prevention details. The acquisition of Enwer allows for valuable secession planning for the Inyo County Sheriff's Office K9 unit in preparation for the future retirement of Feit. Accordingly, staff requests that your Board approve and accept this donation.





**FISCAL IMPACT:**

<b>Funding Source</b>	Donation from outside of Inyo County	<b>Budget Unit</b>	022700
<b>Budgeted?</b>	No	<b>Object Code</b>	5001
<b>Recurrence</b>	Canine Premium pay per negotiated DSA MOU contract.		
<b>Current Fiscal Year Impact</b>			
Approximately 6,500.00 for canine premium pay through the end of this fiscal year.			
<b>Future Fiscal Year Impacts</b>			
Approximately 18,000.00 for canine premium pay and 6,000 for ongoing handler training.			
<b>Additional Information</b>			



The future cost of ongoing training is reduced due to the number of canines in our area, which allows for such to be local as opposed to outsourcing. In addition to the future cost of training, the Sheriff's Department already has a third patrol vehicle outfit for K-9 support, so there will be no additional cost to equip a car.

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

Your Board could choose to decline the donation of Enwer.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

1. Esmeralda County Resolution

**APPROVALS:**

Grace Chuchla	Created/Initiated - 2/5/2024
Darcy Ellis	Approved - 2/5/2024
Grace Chuchla	Approved - 2/5/2024
Keri Oney	Approved - 2/6/2024
John Vallejo	Approved - 2/6/2024
Amy Shepherd	Approved - 2/12/2024
Nate Greenberg	Approved - 2/13/2024
Stephanie Rennie	Final Approval - 2/13/2024

RESOLUTION NO. 24-R-01

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESMERALDA COUNTY NEVADA, TO DONATE PERSONAL PROPERTY TO INYO COUNTY SHERIFF'S OFFICE**

WHEREAS, in or about June, 2021, Esmeralda County Sheriff's Office purchased Enwer, a German Shepard dog for purposes of drug detection and apprehension.

WHEREAS, the Sheriff has determined that Enwer does not have a handler, and finances make it impossible to train a new handler for Enwer. The Sheriff has determined that Enwer is still useful as a drug and apprehension dog.

WHEREAS, it is the desire of the Board of County Commissioners to approve the donation of Enwer to the Inyo County Sheriff's Office for its use as a drug and apprehension dog.

WHEREAS, the Board of County Commissioners may approve the donation of Enwer to another governmental entity, as allowed by NRS 244.1505 and NRS 332.185.

NOW, THEREFORE BE IT RESOLVED by the Esmeralda County Commission that Enwer be donated to the Inyo County, California Sheriff's Office, pursuant to NRS 244.1505 and NRS 332.185, to be owned by, and be the responsibility of Inyo County.

DATED: this 29 day of Jan 2024.

APPROVED: Keyes Holt  
3 Winsor

ATTEST: Heather Malick

County Commission:

Rachel Holt - vice chair  
\_\_\_\_\_  
\_\_\_\_\_





# INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

February 20, 2024

Reference ID:  
2024-46

### Fiscal Year 2023-2024 Mid-Year Financial Review County Administrator ACTION REQUIRED

#### ITEM SUBMITTED BY

Denelle Carrington, Senior Budget Analyst

#### ITEM PRESENTED BY

Nate Greenberg, County Administrative Officer

#### RECOMMENDED ACTION:

- A. Accept the Fiscal Year 2023-2024 Mid-Year Financial Report as presented; and
- B. Approve the specific budget action items and recommendations discussed in the report, and represented in Attachments A & B (4/5ths vote required); and
- C. Direct staff to continue the emphasis on revenue attainment and expense savings in order to maximize year-end Fund Balances.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

##### Introduction

The *County Budget Control and Responsibility & Extraordinary Budget Control Policy* requires department heads to submit Mid-Year and Third Quarter Financial Reports to the County Administrator. These reports are to provide projections of expenditures, revenues, and Net County Cost for the fiscal year and provide explanations and corrective action plans in case of over-expenditures or under-realization of revenues.

The County Budget Team, consisting of the County Administrator, Auditor-Controller, and Assistant Director of Budget and General Services, use these reports from departments to prepare and submit the Mid-Year Financial Report and the Third Quarter Financial Report to the Board of Supervisors. In order to submit a useful report to the Board, it is incumbent upon and expected of each department to supply thoughtful and accurate information.

The Mid-Year reports are particularly important to ensure that the County maintains course regarding the Budget. Failure to identify and address changed budget conditions during the Mid-Year process leaves precious little time for your Board to make course corrections later in the year. At Third Quarter there are fewer options available and those that are available are often more drastic than would otherwise be necessary to ensure that the County's budgets remain balanced through the end of the fiscal year.

Based on their Fiscal Year 2023-2024 Mid-Year submittals, County departments are, generally, managing their current budgets consistent with their projected revenues and the Board-approved appropriations contained in the Fiscal Year 2023-2024 County Budget. With the exceptions noted herein, departments are reporting that their revenue projections remain on target, and that their expenditures will

stay within appropriations.

**Overview**

As recommended, the Mid-Year Budget presented for your Board's approval remains balanced by a combination of:

- A. Contributing \$45,380 to General Fund Contingencies to recognize additional revenue and less expenditures throughout the General Fund.
- B. Utilizing \$202,573 more in Fund Balances from various Non-General Fund budgets. Overall, with the recommended increases, the County Budget relies on a total of \$14,611,850 in Non-General Fund balances instead of the \$14,409,277 in the Fiscal Year 2023-2024 Working Budget.

The overall effect of the departments' Mid-Year projections is that the recommended Mid-Year Budget changes the County's Working Budget as follows:

<b>Fiscal Year 2023-2024</b>	<b>Board Approved Budget</b>	<b>Working Budget</b>	<b>Mid-Year Budget</b>
<b>County Budget</b>			
Revenues	\$141,057,962	\$141,783,993	\$143,348,814
Expenditures	\$157,452,196	\$163,459,111	\$165,226,505
Net County Cost	\$16,394,234	\$21,675,118	\$21,877,691
<b>General Fund</b>			
Revenues	\$83,741,350	\$83,917,677	\$84,026,238
Expenditures	\$88,971,353	\$91,183,518	\$91,292,079
Net County Cost	\$5,230,003	\$7,265,841	\$7,265,841

The increase in revenues between the Fiscal Year 2023-2024 Board Approved Budget and the Fiscal Year 2023-2024 Working (or, "Current") Budget reflects budget amendments approved by your Board of Supervisors since the County Budget was approved last September. Based on department requests, this Mid-Year Financial Report recommends further increasing certain revenue and expenditure projections from those in the Working Budget. This is due, primarily, to the recognition of the funding for the new Clean CA Diaz Lake Project, in the amount of \$1,475,000 that was recently approved by your Board. The even greater increase in expenditures between the Fiscal Year 2023-2024 Board Approved Budget and the Fiscal Year 2023-2024 Working Budget reflects the mechanics of rolling prior years' encumbrances into the current year's Board Approved Budget after adoption of the Budget.

The apparent increase in the Net County Cost from the Board Approved to the Working and Mid-Year Budgets is not necessarily a cause for concern. This is because prior years' encumbrances are not calculated as part of the prior fiscal year's year-ending Fund Balance. So, when the gap between revenues and expenditures increases in the Working Budget, or in the Mid-Year Budget, the difference between the shortfall and Fund Balance can usually be attributed to the amount of the prior years' encumbrances. This year, prior years' encumbrances amounted to a total of \$6,006,915 of which \$2,212,165 was in the General Fund. *(When a General Fund department unencumbers funds from a previous fiscal year, the monies are not left in that department's budget.)*

**Background**

The instructions for the Mid-Year Financial Review submittal process continue to stress the importance of department heads accurately projecting revenues since, as already mentioned, meaningful corrective action needs to be taken as part of the Mid-Year Financial Report (not later) if revenues are likely to be unrealized. Similar to recent years, department heads with budgets that, as of December 31, 2023, failed to realize at least 40% of the revenue in any revenue category (e.g., Charges for Current Services, Other Revenue, etc.) were required to provide a written explanation as to why, and indicate whether the revenue estimates will still be met. Similarly, if more than 60% of appropriations in any object category (e.g., Services & Supplies, Internal Charges, Salaries & Benefits, etc.) were expended in a specific budget as of December 31st, the department head was asked to explain the reason.

Also, similar to previous years, departments were: (1) asked to refrain from requesting the use of General Fund Contingencies money without first developing a corrective action plan and submitting it with their Mid-Year Budget request to address all revenue shortfalls and/or over-expenditures; and (2) in most cases, prevented from moving Salaries and Benefits cost savings (associated with vacant positions) to other appropriation object codes representing ongoing costs.

### **Process**

In an effort to facilitate the Mid-Year review process, departments are asked to enter their Mid-Year Budget projections directly into the County's Financial System, Finance Enterprise (FE). The Mid-Year budget changes being requested by the departments, and recommended by the CAO, are reflected in the Mid-Year column in the attached FE reports (Attachments A and B). If approved by your Board (*4/5's vote required*), the Mid-Year projections will become the new Working Budget.

Most of the Mid-Year projections entered into FE represent appropriation change requests that can be approved by the County Administrative Officer and/or the Auditor-Controller (e.g., appropriation changes between object codes). These perfunctory appropriation changes are included as part of the Mid-Year Financial Review since departments are allowed to continue spending within budget appropriations at the object category (as opposed to object code) levels, and departments have been encouraged to save these routine appropriation change requests until the Mid-Year and Third Quarter Financial Review processes in order to cut down on unnecessary appropriation change paperwork.

By policy, some changes - such as appropriating new revenue, transferring money between funds or budget units, and appropriations from Contingencies - require approval by the Board of Supervisors (*4/5's vote*). Budgets with appropriation changes requiring Board approval (*4/5's vote*) are discussed below in addition to being quantified in Attachments A and B.

### **Other Significant Issues**

Following are trends and issues, not necessarily discussed elsewhere, that are worth examining in this Mid-Year Financial Report because they directly and/or materially affect the Mid-Year process, or otherwise have the ability to influence the County's fiscal position through the end of the Fiscal Year as well as affect next year's County Budget. Some of these issues have revenue or expense components that could necessitate budget amendments later this fiscal year.

**Sales Tax.** As of December 31, 2023, the County sales tax is reported at \$927,606 or 53% of projected revenue totaling \$1,750,000, while only having received 5 months of sales receipt from the State, which indicates the County is on track to meet the budgeted revenues for this fiscal year.

**Hotel Transient Occupancy Tax Revenue.** TOT revenues for the Fiscal Year 2023-2024 2nd Quarter are currently at \$909,177. At this point last year, the revenues were \$1,059,808 for a net difference of \$150,631. This is a direct result of highway closures due to this past year's flood events. As your Board is aware, during the Budget Hearings, funding was put into the Economic Stabilization Trust for the possibility of lower than anticipated TOT revenue, as the Budget Team only reduced the annual budgeted amount by \$400,000. At this time, TOT funding is healthier than anticipated. However, the Budget Team will still continue to track this revenue to ensure that there are no surprises before the end

of the fiscal year.

## **Fiscal Year 2023-2024 Mid-Year Status**

### **General Fund:**

General Fund budgets with significant Mid-Year changes, requiring your Board's approval (*4/5's vote required*) are discussed below in addition to being identified in Attachment A.

**Agricultural Commissioner (023300).** Revenues in this budget have been increased by \$33,708 to recognize the actual revenue received from Mono County and the actual revenue allotment for Unrefunded Gas Tax. The General Fund Contingencies Budget has been adjusted accordingly.

**CAO - General (010200).** The department decreased expenditures in Salaries & Benefits by a total of \$42,133 to account for the recent Board approval to move the Code Compliance Inspector position into the Planning Department. These funds will be moved into the Planning Budget so they can pay for the position for the rest of the fiscal year. Between the two budgets, there is no change to the Net County Cost in the General Fund.

**Contingencies (087100).** As discussed above and below, in total, General Fund Contingencies have increased by a total of \$45,380. This includes an increase in revenue in the amount of \$33,708 in the Agricultural Commissioner budget and a change in the total amount of \$11,672 to the Office of Disaster services budget. These changes are listed within each individual budget explanation.

**County Clerk - General (010300).** The department increased revenues by a total of \$7,499 due to lower revenues directly related to an un-forecastable downturn in the market, and decreased expenditures by a total of \$4,300 to partially offset the revenue loss. The resulting increase to the County General Fund has been covered by additional adjustments in the Elections budget. Between both budgets there is no impact to the General Fund.

**County Library (066700).** The department increased revenue and expenditures overall by \$11,628 to recognize state funding for Zip books and e-materials, and to recognize an additional operating transfer in order to purchase additional end panels for the Library. There is no change to the Net County Cost.

**District Attorney (022400).** The department increased revenue and expenditures by \$20,000 in order to recognize additional realignment funds to pay for increased toxicology tests that are required by law. There is no change to the Net County Cost.

**Elections (011000).** The department increased revenues by \$2,277 and decreased expenditures by \$922. The resulting contribution of \$3,199 to the General Fund will offset the decrease to the General Fund in the County Clerk - General budget. Overall, between both budgets there is no change to the Net County Cost.

**Environmental Health (045400).** The department decreased both revenues and expenditures by \$12,000 to accurately represent the needs through the end of the fiscal year. There is no change to the Net County Cost.

**Jail - General (022900).** The department reduced revenue and expenditures by \$32,745 to recognize a delay in the implementation of the WellPath grant due to staffing vacancies. There is no change to the Net County Cost.

**Jail - Safety Personnel (022910).** Revenues and expenditures are reduced by \$1,000 in order to accurately represent the need through the end of the fiscal year. There is no change to the Net County Cost.

**Kitchen Services (022701).** The department increased revenues and expenditures by \$8,222 to cover

the purchase of a new freezer for the Jail as the current one is failing. There is no change to the Net County Cost.

**Office of Disaster Services (023700).** Revenues have been increased by \$4,367 to account for additional Fire Safety Grant Funds. Expenditures were increased in the Salaries and Benefits object codes to recognize a full year of costs for the Wildfire County Coordinator position funded out of this budget. Expenditures were reduced in Professional Services and Travel to account for actual expenses this fiscal year. Overall, the expenditures were reduced by a total of \$7,305. The General Fund Contingencies Budget has been adjusted accordingly.

**Personnel (010800).** The department is requesting approval to move \$110,000 from the Personnel Contingencies object code into the Professional Services object code in order to fund expenditures recently approved by your Board. The Net County Cost remains the same, as the contingencies requested already sit in the Personnel Budget for this specific purpose.

**Planning (023800).** The expenditures in the Salaries and Benefits object code have been increased by a total of \$42,133 to fund the Code Compliance Inspector that was recently approved by your Board to move from the CAO Department into the Planning Department. There is no change to the General Fund overall, as the CAO Budget has been reduced by \$42,133.

**Sheriff - General (022700).** Revenue and expenditures in this budget have been reduced overall by \$18,190 to account for the loss of the Bullet Proof Vest grant and also the loss of revenue for Fingerprinting, as the recent remediation at the Jail was not able to accommodate this service. There is no change to the Net County Cost.

**Social Services (055800).** Revenue and expenditures in this budget are increased by \$99,793 to facilitate an operating transfer into another budget that was inadvertently left out during Budget. There is no change to the Net County Cost, and this action ensures that Operating Transfers are balanced.

#### **Non-General Fund**

Non-General Fund budgets with significant Mid-Year changes, requiring your Board's approval (*4/5's vote required*), are discussed below in addition to being identified in Attachment B.

**Bishop Airport (150100).** The department increased revenue by a total of \$50,503 due to an increase in the Sales of Aviation Gas and Miscellaneous Revenue for the lease of a fuel truck. Expenditures are increased by a total of \$16,560, again, to account for the lease of a fuel truck. These actions result in a contribution to the Net Cost to Fund.

**CalMet Task Force (671413).** The revenue in this budget has been decreased by \$3,248 in the Operating Transfers In object code. This was inadvertently budgeted and should have been reduced to \$0 at the time of the budget as the department is simply trying to recognize fund balance, and an Operating Transfer is not needed. Expenditures have been increased by \$10,000 to fund an additional expense in Other Agency Contributions. There is sufficient fund balance to cover the increased Net Cost to Fund.

**CAO - General Relief Fund (010205).** The department decreased revenue by \$39,761 and expenditures by \$52,582 as the project was completed in the previous fiscal year. The Net Cost to Fund has been adjusted.

**CBCAP (642515).** Revenue is reduced by \$53,572 as this was budgeted twice, and only the operating transfer is needed. There is sufficient fund balance for the change in the Net Cost to Fund.

**Child Support (022501).** Revenue and expenditures have been reduced by \$8,213 to more accurately reflect the actual amount needed to get through the end of the fiscal year. There is no change in the Net Cost to Fund.

**Clean California Diaz Lake (670102).** This budget unit is being created during the Mid-Year Financial Review process in order to recognize the funding for the successful grant application for the Cycle 2 Clean California Local Grant Program for the Diaz Lake Welcoming and Beautification Project. The revenues and expenditures have been increased by \$1,475,000 to move the project forward. There is no impact to the General Fund for this project.

**County Service Area #2 (810001).** The department is increasing expenditure by \$33,500 in the Professional Services object code to cover the county share of the replacement of sewer systems. There is sufficient fund balance to cover the increase in the Net Cost to Fund.

**Emergency Preparedness 22-23 (623822).** Revenues and expenditures in this budget are reduced by \$21,296 to accurately represent the amount of the allocation that remains through the end of the fiscal year. There is no change to the Net Cost to Fund.

**Emergency Preparedness 23-24 (623823).** The revenue and expenditures in this budget are reduced by \$2,048 in order to represent the actual allocation amount that was received by the County. There is no change to the Net Cost to Fund.

**ES Weed Management (621300).** The department increased revenue in the Interest from the Treasury object code to recognize the actual amount received to date. The Net Cost to Fund has been adjusted.

**ESAAA (683000).** The Budget Team increased revenues in this budget by \$389,756 in order to recognize the Operating Transfers In into this budget. This represents the County's cost share obligation for State and Federal dollars, along with the "overmatch" of funding that the County typically budgets in the senior program annually. During the budget, the operating transfer was budgeted in the General Revenues and Expenditures Budget, but was left out of this budget unit. There is no impact to the General Fund, as the Operating Transfer Out is currently budgeted, this action just ensures that the Operating Transfers are now balanced.

**Homeland Security 20-21 (623720).** Revenue and expenditures are increased by \$246 to recognize the actual allocation available. There is no change to the Net Cost to Fund.

**Homeland Security 23-24 (623723).** The department increased revenue and expenditures by \$93,103 to recognize the allocation received by the State. There is no Net Cost to Fund.

**Independence Airport (150300).** Revenue in this budget is decreased by \$2,160 as there will not be any hanger income this fiscal year as the hanger has not yet been repaired. There is sufficient fund balance to cover the increase in the Net Cost to Fund.

**Inyo Mosquito Abatement (154101).** The department reduced revenue in this budget by \$749,815. During the budget revenue was included in this budget for the possibility of two aerial mosquito treatments. The aerial treatments were not performed. Expenditures were also reduced by \$752,866. The Net Cost to Fund is adjusted accordingly.

**Lone Pine/Death Valley Airport (150500).** Revenue in this budget is increased by a total of \$35,480 to account for increased sales in aviation fuel and Jet A fuel. Expenditures are also increased by a total of \$30,400 in order to purchase more fuel. The overall impact is additional fund balance added to the Net Cost to Fund.

**Motor Pool - Operating (200100).** Revenue and expenditures in this budget are increased by \$342,000 to facilitate the additional purchase of vehicles in the Sheriff's Department. This will allow the replacement of additional vehicles this fiscal year, as the ability to purchase these vehicles has been prohibited by the lack of availability in previous fiscal years. There is no change to the Net Cost to Fund.

**Motor Pool - Replacement (200200).** The department decreased revenue by \$67,487 in the Sale of

Fixed Assets as there will not be as many returns of leased vehicles in the current fiscal year. Additionally, expenditures have been increased by \$475,000 in order to purchase and outfit one CSI vehicle for the Sheriff's Department and to purchase the additional vehicles discussed above. There is sufficient fund balance available to cover the increased Net Cost to Fund.

**Off Hwy Vehicle Grant 23-24 (623523).** Revenue and expenditures have been reduced by \$29,113 to reflect the actual grant amount received in the current fiscal year. There is no change to the Net Cost to Fund.

**Recorders Micrographic/System (023401).** The department decreased both revenue and expenditures by \$494 to reflect what will be needed through the end of the fiscal year. There is no change to the Net Cost to Fund.

**Transportation & Planning Trust (504605).** The department decreased revenue and expenditure by \$6,554 to represent the actual state allocation received this fiscal year. There is no change to the Net Cost to Fund.

**Tobacco Tax Grant 22-25 (640322).** Revenue and expenditures in this budget are increased by \$74,711 in order to recognize the full allocation from previous years available to expend through the end of the fiscal year. There is no change to the Net Cost to Fund.

**Women, Infants & Children 22-23 (641922).** The department reduced both revenue and expenditures by \$21,459. This grant ended on September 30, 2023, and no more expenditures will be charged to this budget. There is no change to the Net Cost to Fund.

**Water Department (024102).** The department increased expenditures by \$4,000 to facilitate the purchase of additional equipment. There is sufficient fund balance available to cover the increase in the Net Cost to Fund.

**FISCAL IMPACT:**

<b>Funding Source</b>	General Fund / Non-General Fund / Grant Funded (list grant funding sources here)	<b>Budget Unit</b>	All County Budgets
<b>Budgeted?</b>	Yes	<b>Object Code</b>	
<b>Recurrence</b>	Annual Mid-Year Financial Review		
<b>Current Fiscal Year Impact</b>			
This is the standard annual Mid-Year Financial Review. Fiscal details can be found in the attached accompanying documents.			
<b>Future Fiscal Year Impacts</b>			
<b>Additional Information</b>			

The immediate financial impacts to the County from this Mid-Year Financial Review are reflected in the discussion and recommendations above and included in Attachments A and B (Attachment A represents the General Fund Budget, and Attachment B represents the Non-General Fund Budget).

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

Your Board has the option not to approve any of the specific recommendations and/or provide other direction to staff.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

All County departments provided the information necessary to compile this report, which has been prepared in close collaboration with the County Auditor-Controller.

**ATTACHMENTS:**

1. Attachment A - General Fund Income Statement and Mid-Year Budget Review
2. Attachment B - Non-General Fund Income Statement and Mid-Year Budget Review
3. 23-24 Mid-Year Financial Review Presentation

**APPROVALS:**

Denelle Carrington	Created/Initiated - 1/18/2024
Darcy Ellis	Approved - 1/18/2024
Denelle Carrington	Approved - 2/9/2024
Amy Shepherd	Approved - 2/9/2024
Nate Greenberg	Final Approval - 2/12/2024



ATTACHMENT A

County of Inyo

BUD023 - Income Statement - General Fund  
Mid-Year FY 2023-24

Run Date: 02/13/2024

	% of Budget	Mid-Year Budget	Actual as of 12/31/23	% of Actual to Budget	YTD as of 12/31/22
<b>REVENUES BY TYPE</b>					
TAXES - PROPERTY	20.7%	17,475,000	1,359,132	7.7%	1,536,189
TAXES - OTHER	4.8%	4,115,000	1,065,849	25.9%	999,112
TAXES - SALES	2.0%	1,750,000	927,605	53.0%	827,994
LICENSES & PERMITS	0.9%	817,961	348,072	42.5%	331,803
FINES & FORFEITURES	1.2%	1,056,650	507,425	48.0%	434,146
RENTS & LEASES	0.0%	26,000	3,750	14.4%	3,750
REV USE OF MONEY & PROPERTY	0.8%	702,750	302,912	43.1%	100,374
AID FROM OTHER GOVT AGENCIES	44.6%	37,487,141	16,058,247	42.8%	14,372,380
CHARGES FOR CURRENT SERVICES	17.1%	14,404,479	3,981,680	27.6%	3,143,069
OTHER FINANCING SOURCES	7.2%	6,074,986	2,389,748	39.3%	2,747,612
OTHER REVENUE	0.1%	116,271	49,681	42.7%	77,982
<b>Total Revenues by Type</b>	<b>100.0%</b>	<b>84,026,238</b>	<b>26,994,105</b>	<b>32.1%</b>	<b>24,574,416</b>
<b>EXPENDITURES BY OBJECT CATEGORY</b>					
SALARIES & BENEFITS	59.9%	54,708,189	26,302,609	48.0%	23,884,931
SERVICES & SUPPLIES	18.2%	16,660,867	6,328,006	37.9%	3,873,242
INTERNAL CHARGES	8.8%	8,096,436	3,565,252	44.0%	2,504,714
OTHER CHARGES	6.1%	5,632,560	2,370,298	42.0%	2,066,274
DEBT SERVICE PRINCIPAL	0.0%	71,025	35,066	49.3%	34,717
DEBT SERVICE INTEREST	0.0%	3,076	1,983	64.4%	2,332
FIXED ASSETS	2.4%	2,235,498	156,224	6.9%	269,668
OTHER FINANCING USES	3.2%	3,002,070	228,729	7.6%	216,002
RESERVES	0.9%	882,358			
<b>Total Expenditures</b>	<b>100.0%</b>	<b>91,292,079</b>	<b>38,988,171</b>	<b>42.7%</b>	<b>32,851,883</b>
<b>Change in Fund Balance</b>		<b>(7,265,841)</b>	<b>(11,994,065)</b>	<b>165.0%</b>	<b>(8,277,467)</b>

BUD023 - Income Statement - General Fund  
Mid-Year FY 2023-24

Run Date: 02/13/2024

	% of Budget	Mid-Year Budget	Actual as of 12/31/23	% of Actual to Budget	YTD as of 12/31/22
<b>EXPENDITURES BY DEPARTMENT</b>					
<b>AGRICULTURAL COMMISSIONER</b>					
AGRICULTURAL COMM / SEALER	0.8%	757,047	393,002	51.9%	358,810
<b>ASSESSOR</b>					
ASSESSOR	1.4%	1,365,232	584,580	42.8%	496,033
<b>AUDITOR - CONTROLLER</b>					
AUDITOR CONTROLLER - GENERAL	1.7%	1,560,312	780,423	50.0%	640,434
GENERAL REVENUE & EXPENDITURES	3.5%	3,243,781	932,300	28.7%	788,247
<b>BOARD OF SUPERVISORS</b>					
BOARD OF SUPERVISORS	1.1%	1,009,399	500,491	49.5%	423,660
<b>CAO CULTURAL SERVICES</b>					
ADVERTISING COUNTY RESOURCES	0.2%	264,522	130,496	49.3%	65,018
COUNTY LIBRARY	1.1%	1,057,675	395,871	37.4%	529,340
LAW LIBRARY	0.0%	27,397	4,452	16.2%	3,886
MUSEUM - GENERAL	0.4%	443,807	184,154	41.4%	149,335
<b>CORONER</b>					
CORONER	0.3%	323,083	157,949	48.8%	90,397
<b>COUNTY ADMINISTRATIVE OFFICER</b>					
CAO - GENERAL	1.2%	1,110,190	540,733	48.7%	475,437
CAO ECONOMIC DEVELOPMENT	1.3%	1,225,293	620,930	50.6%	211,605
CONTINGENCIES - GENERAL	0.7%	707,358			
EMS-EMERGENCY MED SERVICES	0.4%	389,352	389,352	100.0%	
ESCOG-OPERATING	0.1%	115,000	52,939	46.0%	
GRANTS IN SUPPORT	0.1%	146,000	97,601	66.8%	72,466
INFORMATION SERVICES	3.2%	2,983,347	1,431,598	47.9%	1,301,132
OFFICE OF DISASTER SERVICES	0.5%	464,671	176,351	37.9%	81,893
PERSONNEL	2.3%	2,179,375	1,052,269	48.2%	466,762
PUBLIC DEFENDER	1.0%	962,391	338,506	35.1%	414,402
RISK MANAGEMENT	0.5%	467,325	209,600	44.8%	137,347
VETERANS SERVICE OFFICER	0.2%	226,940	104,608	46.0%	95,808
<b>COUNTY CLERK</b>					
COUNTY CLERK - GENERAL	0.6%	547,954	266,688	48.6%	255,373
ELECTIONS	0.6%	597,057	251,825	42.1%	280,822
<b>COUNTY COUNSEL</b>					
COUNTY COUNSEL	1.2%	1,126,443	627,172	55.6%	458,836
<b>DISTRICT ATTORNEY</b>					
DISTRICT ATTORNEY	1.6%	1,481,670	717,160	48.4%	693,663
DISTRICT ATTORNEY - SAFETY	0.9%	881,389	484,615	54.9%	482,473
<b>ENVIRONMENTAL HEALTH</b>					
ENVIRONMENTAL HEALTH - GENERAL	1.5%	1,404,860	685,826	48.8%	609,310
<b>FARM ADVISOR</b>					
FARM ADVISOR	0.1%	157,452	76,281	48.4%	69,799
<b>HEALTH &amp; HUMAN SERVICES</b>					
CALIFORNIA CHILD SERVICE-ADMIN	0.1%	120,587	55,475	46.0%	50,905
CALIFORNIA CHILDREN SERVICE	0.0%	33,633	7,614	22.6%	7,158
CHILD HLTH AND DISABILITY PREV	0.0%	58,006	18,030	31.0%	11,574
COMMUNITY MENTAL HEALTH	8.7%	7,972,413	3,158,383	39.6%	2,884,533
FOSTER CARE - GENERAL	1.0%	975,000	487,856	50.0%	386,699

BUD023 - Income Statement - General Fund  
 Mid-Year FY 2023-24

Run Date: 02/13/2024

	% of Budget	Mid-Year Budget	Actual as of 12/31/23	% of Actual to Budget	YTD as of 12/31/22
GENERAL RELIEF	0.1%	175,000	45,445	25.9%	35,855
HEALTH - GENERAL	6.0%	5,560,329	1,787,253	32.1%	970,449
SOCIAL SERVICES - GENERAL	11.9%	10,888,320	3,969,142	36.4%	3,722,675
TANF (AFDC)	0.7%	725,000	313,016	43.1%	345,159
<b>PERSONNEL</b>					
INSURANCE, RETIREMENT, OASDI	4.8%	4,445,344	1,963,916	44.1%	1,748,216
<b>PLANNING</b>					
PLANNING & ZONING	1.1%	1,050,767	384,679	36.6%	413,461
<b>PROBATION</b>					
JUVENILE INSTITUTIONS	1.6%	1,507,316	598,804	39.7%	699,723
OUT OF COUNTY-JUVENILE HALL	0.3%	288,375	122,006	42.3%	52,147
PROBATION - GENERAL	2.4%	2,233,406	1,089,439	48.7%	800,342
<b>PUBLIC ADMINISTRATOR</b>					
PUBLIC ADMINISTRATOR	0.3%	359,556	170,153	47.3%	142,494
<b>PUBLIC WORKS</b>					
BUILDING & SAFETY	0.5%	502,165	232,654	46.3%	205,036
MAINTENANCE-BUILDING & GROUNDS	2.7%	2,514,118	1,100,037	43.7%	968,210
PARKS & RECREATION	1.9%	1,793,396	798,070	44.5%	618,882
PUBLIC WORKS	1.0%	971,797	482,864	49.6%	416,212
<b>SHERIFF</b>					
ANIMAL CONTROL - GENERAL	0.9%	858,031	347,055	40.4%	373,609
DNA	0.0%	10,000	2,062	20.6%	
JAIL - CAD RMS PROJECT	0.1%	115,301	45,301	39.2%	46,121
JAIL - GENERAL	4.5%	4,158,058	1,826,030	43.9%	1,583,668
JAIL - SAFETY PERSONNEL	2.1%	1,922,244	1,225,944	63.7%	1,044,000
JAIL - STC	0.0%	27,093	8,440	31.1%	705
JAIL SECURITY PROJECT	1.1%	1,005,500	3,086	0.3%	4,653
KITCHEN SERVICES	0.9%	876,093	369,911	42.2%	383,557
RAN	0.1%	117,250	3,705	3.1%	492
SHERIFF - GENERAL	3.9%	3,642,960	1,573,350	43.1%	1,461,379
SHERIFF - SAFETY PERSONNEL	8.6%	7,872,312	4,151,689	52.7%	3,408,310
<b>TREASURER</b>					
TTC GENERAL	1.3%	1,262,027	450,358	35.6%	406,853
<b>TRIAL COURT</b>					
GRAND JURY	0.0%	24,360	8,605	35.3%	6,491
	100.0%	91,292,079	38,988,171	42.7%	32,851,883

# COUNTY OF INYO

## BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2023      RUN DATE: 02/13/2024

	Prior Actuals FY 2022-23	YTD Actuals FY 2023-24	Working Budget FY 2023-24	Mid-Year Budget FY 2023-24
<b>AGRICULTURAL COMMISSIONER</b>				
<b>AG COMM/SEALER</b>				
<b>023300 AGRICULTURAL COMM / SEALER</b>				
<b>REVENUES</b>				
4100 LICENSES & PERMITS	74,006	46,477	73,214	73,214
4400 AID FROM OTHER GOVT AGENCIES	320,189		331,585	365,293
4600 CHARGES FOR CURRENT SERVICES	94,730	625	94,380	94,380
<b>TOTAL REVENUES</b>	<b>488,925</b>	<b>47,102</b>	<b>499,179</b>	<b>532,887</b>
<b>EXPENDITURES</b>				
5000 SALARIES & BENEFITS	485,339	305,998	567,567	567,567
5100 SERVICES & SUPPLIES	42,627	14,099	40,652	41,802
5200 INTERNAL CHARGES	164,361	72,904	148,828	147,678
5800 OTHER FINANCING USES	93,000			
<b>TOTAL EXPENDITURES</b>	<b>785,327</b>	<b>393,001</b>	<b>757,047</b>	<b>757,047</b>
<b>023300 NET COST</b>	<b>(296,402)</b>	<b>(345,899)</b>	<b>(257,868)</b>	<b>(224,160)</b>
<b>AG COMM/SEALER NET COST</b>	<b>(296,402)</b>	<b>(345,899)</b>	<b>(257,868)</b>	<b>(224,160)</b>
<b>AGRICULTURAL COMMISSIONER NET COST</b>	<b>(296,402)</b>	<b>(345,899)</b>	<b>(257,868)</b>	<b>(224,160)</b>

<b>ASSESSOR</b>				
<b>ASSESSOR</b>				
<b>010600 ASSESSOR</b>				
<b>REVENUES</b>				
4800 OTHER FINANCING SOURCES			15,000	15,000
4900 OTHER REVENUE	4,874	2,270	6,500	6,500
<b>TOTAL REVENUES</b>	<b>4,874</b>	<b>2,270</b>	<b>21,500</b>	<b>21,500</b>
<b>EXPENDITURES</b>				
5000 SALARIES & BENEFITS	867,419	512,575	1,125,006	1,125,006
5100 SERVICES & SUPPLIES	33,683	32,322	76,850	76,850
5200 INTERNAL CHARGES	138,382	39,683	163,376	163,376
<b>TOTAL EXPENDITURES</b>	<b>1,039,484</b>	<b>584,580</b>	<b>1,365,232</b>	<b>1,365,232</b>
<b>010600 NET COST</b>	<b>(1,034,610)</b>	<b>(582,310)</b>	<b>(1,343,732)</b>	<b>(1,343,732)</b>
<b>ASSESSOR NET COST</b>	<b>(1,034,610)</b>	<b>(582,310)</b>	<b>(1,343,732)</b>	<b>(1,343,732)</b>
<b>ASSESSOR NET COST</b>	<b>(1,034,610)</b>	<b>(582,310)</b>	<b>(1,343,732)</b>	<b>(1,343,732)</b>

**AUDITOR - CONTROLLER**  
**AUDITOR-CONTROLLER**

# COUNTY OF INYO

## BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2023      RUN DATE: 02/13/2024

	Prior Actuals FY 2022-23	YTD Actuals FY 2023-24	Working Budget FY 2023-24	Mid-Year Budget FY 2023-24
<b>010400 AUDITOR CONTROLLER - GENERAL</b>				
<b>REVENUES</b>				
4000 TAXES - PROPERTY	64,139	21,001	261,000	261,000
4060 TAXES - SALES	1,953,501	927,606	1,750,000	1,750,000
4600 CHARGES FOR CURRENT SERVICES	2,256,859	1,571,969	3,214,930	3,214,930
4900 OTHER REVENUE	4,810	1,397		
<b>TOTAL REVENUES</b>	<b>4,279,309</b>	<b>2,521,973</b>	<b>5,225,930</b>	<b>5,225,930</b>
<b>EXPENDITURES</b>				
5000 SALARIES & BENEFITS	1,102,613	612,820	1,215,514	1,215,514
5100 SERVICES & SUPPLIES	181,609	130,916	259,806	259,806
5200 INTERNAL CHARGES	61,057	36,687	84,992	84,992
<b>TOTAL EXPENDITURES</b>	<b>1,345,279</b>	<b>780,423</b>	<b>1,560,312</b>	<b>1,560,312</b>
<b>010400 NET COST</b>	<b>2,934,030</b>	<b>1,741,550</b>	<b>3,665,618</b>	<b>3,665,618</b>
<b>011900 GENERAL REVENUE &amp; EXPENDITURES</b>				
<b>REVENUES</b>				
4000 TAXES - PROPERTY	16,847,611	1,337,127	17,214,000	17,214,000
4050 TAXES - OTHER	4,738,259	994,523	4,000,000	4,000,000
4100 LICENSES & PERMITS	252,345	30,121	252,292	252,292
4200 FINES & FORFEITURES	887,311	500,744	885,000	885,000
4350 REV USE OF MONEY & PROPERTY	706,913	274,377	650,500	650,500
4400 AID FROM OTHER GOVT AGENCIES	8,113,455	5,636,654	8,605,154	8,605,154
4600 CHARGES FOR CURRENT SERVICES	152,621	3,884	204,451	204,451
4800 OTHER FINANCING SOURCES	2,175,882	2,269,814	2,372,090	2,372,090
4900 OTHER REVENUE	26,961	16,528		
<b>TOTAL REVENUES</b>	<b>33,901,358</b>	<b>11,063,772</b>	<b>34,183,487</b>	<b>34,183,487</b>
<b>EXPENDITURES</b>				
5100 SERVICES & SUPPLIES	121,556	18,940	132,419	132,419
5500 OTHER CHARGES	1,345,608	862,177	1,294,744	1,294,744
5800 OTHER FINANCING USES	3,395,910	51,183	1,816,618	1,816,618
<b>TOTAL EXPENDITURES</b>	<b>4,863,074</b>	<b>932,300</b>	<b>3,243,781</b>	<b>3,243,781</b>
<b>011900 NET COST</b>	<b>29,038,284</b>	<b>10,131,472</b>	<b>30,939,706</b>	<b>30,939,706</b>
<b>AUDITOR-CONTROLLER NET COST</b>	<b>31,972,314</b>	<b>11,873,022</b>	<b>34,605,324</b>	<b>34,605,324</b>
<b>AUDITOR - CONTROLLER NET COST</b>	<b>31,972,314</b>	<b>11,873,022</b>	<b>34,605,324</b>	<b>34,605,324</b>

**BOARD OF SUPERVISORS**

**BOARD OF SUPERVISORS**

**010100 BOARD OF SUPERVISORS**

# COUNTY OF INYO

## BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2023      RUN DATE: 02/13/2024

	Prior Actuals FY 2022-23	YTD Actuals FY 2023-24	Working Budget FY 2023-24	Mid-Year Budget FY 2023-24
<b>REVENUES</b>				
4600 CHARGES FOR CURRENT SERVICES	479	1,151		
4900 OTHER REVENUE	71			
<b>TOTAL REVENUES</b>	550	1,151		
<b>EXPENDITURES</b>				
5000 SALARIES & BENEFITS	698,255	439,632	854,619	854,619
5100 SERVICES & SUPPLIES	91,209	38,678	103,870	103,870
5200 INTERNAL CHARGES	34,308	22,183	49,524	49,524
5500 OTHER CHARGES	25,000			
5600 FIXED ASSETS	103,910		1,386	1,386
<b>TOTAL EXPENDITURES</b>	952,682	500,493	1,009,399	1,009,399
<b>010100 NET COST</b>	(952,132)	(499,342)	(1,009,399)	(1,009,399)
<b>BOARD OF SUPERVISORS NET COST</b>	(952,132)	(499,342)	(1,009,399)	(1,009,399)
<b>BOARD OF SUPERVISORS NET COST</b>	(952,132)	(499,342)	(1,009,399)	(1,009,399)

**COUNTY ADMINISTRATIVE OFFICER**

**ADVERTISING COUNTY RESOURCES**

**011402 GRANTS IN SUPPORT**

**REVENUES**

**TOTAL REVENUES**

**EXPENDITURES**

5100 SERVICES & SUPPLIES

5500 OTHER CHARGES

**TOTAL EXPENDITURES**

**011402 NET COST**

**ADVERTISING COUNTY RESOURCES NET COST**

**CONTINGENCIES**

**087100 CONTINGENCIES - GENERAL**

**EXPENDITURES**

5900 RESERVES

**TOTAL EXPENDITURES**

**087100 NET COST**

# COUNTY OF INYO

## BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2023      RUN DATE: 02/13/2024

	Prior Actuals FY 2022-23	YTD Actuals FY 2023-24	Working Budget FY 2023-24	Mid-Year Budget FY 2023-24
<b>CONTINGENCIES NET COST</b>			(661,978)	(707,358)
<b>COUNTY ADMINISTRATIVE OFFICER</b>				
<b>010200 CAO - GENERAL</b>				
<b>REVENUES</b>				
4600 CHARGES FOR CURRENT SERVICES	1,000	5,000		
4800 OTHER FINANCING SOURCES			16,000	16,000
4900 OTHER REVENUE		4,176		
<b>TOTAL REVENUES</b>	<b>1,000</b>	<b>9,176</b>	<b>16,000</b>	<b>16,000</b>
<b>EXPENDITURES</b>				
5000 SALARIES & BENEFITS	775,855	422,936	865,229	823,096
5100 SERVICES & SUPPLIES	34,146	80,066	196,130	196,130
5200 INTERNAL CHARGES	60,347	37,734	90,964	90,964
<b>TOTAL EXPENDITURES</b>	<b>870,348</b>	<b>540,736</b>	<b>1,152,323</b>	<b>1,110,190</b>
<b>010200 NET COST</b>	<b>(869,348)</b>	<b>(531,560)</b>	<b>(1,136,323)</b>	<b>(1,094,190)</b>
<b>011403 ESCOG-OPERATING</b>				
<b>REVENUES</b>				
4400 AID FROM OTHER GOVT AGENCIES	34,388	13,808	90,000	90,000
<b>TOTAL REVENUES</b>	<b>34,388</b>	<b>13,808</b>	<b>90,000</b>	<b>90,000</b>
<b>EXPENDITURES</b>				
5000 SALARIES & BENEFITS	33,501	51,280	109,564	109,564
5100 SERVICES & SUPPLIES	758	209	1,866	1,416
5200 INTERNAL CHARGES	170	1,449	3,570	4,020
<b>TOTAL EXPENDITURES</b>	<b>34,429</b>	<b>52,938</b>	<b>115,000</b>	<b>115,000</b>
<b>011403 NET COST</b>	<b>(41)</b>	<b>(39,130)</b>	<b>(25,000)</b>	<b>(25,000)</b>
<b>011404 EMS-EMERGENCY MED SERVICES</b>				
<b>REVENUES</b>				
4400 AID FROM OTHER GOVT AGENCIES			106,327	106,327
<b>TOTAL REVENUES</b>			<b>106,327</b>	<b>106,327</b>
<b>EXPENDITURES</b>				
5100 SERVICES & SUPPLIES		239,352	239,352	239,352
5500 OTHER CHARGES		150,000	150,000	150,000
<b>TOTAL EXPENDITURES</b>		<b>389,352</b>	<b>389,352</b>	<b>389,352</b>
<b>011404 NET COST</b>		<b>(389,352)</b>	<b>(283,025)</b>	<b>(283,025)</b>

# COUNTY OF INYO

## BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2023      RUN DATE: 02/13/2024

	Prior Actuals FY 2022-23	YTD Actuals FY 2023-24	Working Budget FY 2023-24	Mid-Year Budget FY 2023-24
<b>COUNTY ADMINISTRATIVE OFFICER NET COST</b>	(869,389)	(960,042)	(1,444,348)	(1,402,215)
<b>ECONOMIC DEVELOPMENT</b>				
<b>010202 CAO ECONOMIC DEVELOPMENT</b>				
<b>REVENUES</b>				
4400 AID FROM OTHER GOVT AGENCIES			205,000	205,000
<b>TOTAL REVENUES</b>			205,000	205,000
<b>EXPENDITURES</b>				
5000 SALARIES & BENEFITS	222,942	124,536	253,620	263,217
5100 SERVICES & SUPPLIES	197,969	489,650	945,083	935,486
5200 INTERNAL CHARGES	8,530	6,745	26,590	26,590
5600 FIXED ASSETS	164,230			
<b>TOTAL EXPENDITURES</b>	593,671	620,931	1,225,293	1,225,293
<b>010202 NET COST</b>	(593,671)	(620,931)	(1,020,293)	(1,020,293)
<b>ECONOMIC DEVELOPMENT NET COST</b>	(593,671)	(620,931)	(1,020,293)	(1,020,293)
<b>INFORMATION SERVICES</b>				
<b>011801 INFORMATION SERVICES</b>				
<b>REVENUES</b>				
4600 CHARGES FOR CURRENT SERVICES	546,295	77,738	559,911	559,911
4800 OTHER FINANCING SOURCES			223,250	223,250
<b>TOTAL REVENUES</b>	546,295	77,738	783,161	783,161
<b>EXPENDITURES</b>				
5000 SALARIES & BENEFITS	1,637,833	854,713	1,860,322	1,840,322
5100 SERVICES & SUPPLIES	624,077	521,122	784,492	804,492
5200 INTERNAL CHARGES	77,307	55,765	115,283	115,283
5600 FIXED ASSETS			223,250	223,250
<b>TOTAL EXPENDITURES</b>	2,339,217	1,431,600	2,983,347	2,983,347
<b>011801 NET COST</b>	(1,792,922)	(1,353,862)	(2,200,186)	(2,200,186)
<b>INFORMATION SERVICES NET COST</b>	(1,792,922)	(1,353,862)	(2,200,186)	(2,200,186)
<b>OFFICE OF DISASTER SERVICES</b>				
<b>023700 OFFICE OF DISASTER SERVICES</b>				
<b>REVENUES</b>				
4400 AID FROM OTHER GOVT AGENCIES	50,689	20,173	223,954	228,321
4800 OTHER FINANCING SOURCES			37,500	37,500
<b>TOTAL REVENUES</b>	50,689	20,173	261,454	265,821



# COUNTY OF INYO

## BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2023      RUN DATE: 02/13/2024

	Prior Actuals FY 2022-23	YTD Actuals FY 2023-24	Working Budget FY 2023-24	Mid-Year Budget FY 2023-24
<b>EXPENDITURES</b>				
5000 SALARIES & BENEFITS	125,570	49,820	70,615	97,632
5100 SERVICES & SUPPLIES	88,084	121,603	207,804	165,154
5200 INTERNAL CHARGES	10,361	4,930	7,039	7,039
5500 OTHER CHARGES				20,000
5600 FIXED ASSETS	12,876			
5800 OTHER FINANCING USES	5,000		186,518	174,846
<b>TOTAL EXPENDITURES</b>	<b>241,891</b>	<b>176,353</b>	<b>471,976</b>	<b>464,671</b>
<b>023700 NET COST</b>	<b>(191,202)</b>	<b>(156,180)</b>	<b>(210,522)</b>	<b>(198,850)</b>
<b>OFFICE OF DISASTER SERVICES NET COST</b>	<b>(191,202)</b>	<b>(156,180)</b>	<b>(210,522)</b>	<b>(198,850)</b>
<b>PERSONNEL</b>				
<b>010800 PERSONNEL</b>				
<b>REVENUES</b>				
4600 CHARGES FOR CURRENT SERVICES	18,000	18,000	18,000	18,000
4900 OTHER REVENUE	4,810	1,397		
<b>TOTAL REVENUES</b>	<b>22,810</b>	<b>19,397</b>	<b>18,000</b>	<b>18,000</b>
<b>EXPENDITURES</b>				
5000 SALARIES & BENEFITS	573,316	318,107	656,406	656,406
5100 SERVICES & SUPPLIES	180,979	661,904	1,059,560	1,169,560
5200 INTERNAL CHARGES	146,704	72,259	158,409	158,409
5600 FIXED ASSETS			20,000	20,000
5900 RESERVES			285,000	175,000
<b>TOTAL EXPENDITURES</b>	<b>900,999</b>	<b>1,052,270</b>	<b>2,179,375</b>	<b>2,179,375</b>
<b>010800 NET COST</b>	<b>(878,189)</b>	<b>(1,032,873)</b>	<b>(2,161,375)</b>	<b>(2,161,375)</b>
<b>PERSONNEL NET COST</b>	<b>(878,189)</b>	<b>(1,032,873)</b>	<b>(2,161,375)</b>	<b>(2,161,375)</b>
<b>PUBLIC DEFENDER</b>				
<b>022600 PUBLIC DEFENDER</b>				
<b>REVENUES</b>				
4400 AID FROM OTHER GOVT AGENCIES	204,909	47,779	190,000	190,000
4600 CHARGES FOR CURRENT SERVICES	61,497	19,248	70,000	70,000
<b>TOTAL REVENUES</b>	<b>266,406</b>	<b>67,027</b>	<b>260,000</b>	<b>260,000</b>
<b>EXPENDITURES</b>				
5100 SERVICES & SUPPLIES	751,528	338,507	962,291	962,291
5200 INTERNAL CHARGES	83		100	100
<b>TOTAL EXPENDITURES</b>	<b>751,611</b>	<b>338,507</b>	<b>962,391</b>	<b>962,391</b>

# COUNTY OF INYO

## BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2023      RUN DATE: 02/13/2024

	Prior Actuals FY 2022-23	YTD Actuals FY 2023-24	Working Budget FY 2023-24	Mid-Year Budget FY 2023-24
<b>022600 NET COST</b>	(485,205)	(271,480)	(702,391)	(702,391)
<b>PUBLIC DEFENDER NET COST</b>	(485,205)	(271,480)	(702,391)	(702,391)
<b>RISK MANAGEMENT</b>				
<b>010900 RISK MANAGEMENT</b>				
<b>REVENUES</b>				
4000 TAXES - PROPERTY		1,003		
4600 CHARGES FOR CURRENT SERVICES	345,593	225,947	451,894	451,894
4900 OTHER REVENUE	924			
<b>TOTAL REVENUES</b>	<b>346,517</b>	<b>226,950</b>	<b>451,894</b>	<b>451,894</b>
<b>EXPENDITURES</b>				
5000 SALARIES & BENEFITS	276,343	168,777	344,315	344,315
5100 SERVICES & SUPPLIES	20,554	28,578	89,756	89,756
5200 INTERNAL CHARGES	17,156	12,245	33,254	33,254
<b>TOTAL EXPENDITURES</b>	<b>314,053</b>	<b>209,600</b>	<b>467,325</b>	<b>467,325</b>
<b>010900 NET COST</b>	32,464	17,350	(15,431)	(15,431)
<b>RISK MANAGEMENT NET COST</b>	32,464	17,350	(15,431)	(15,431)
<b>VETERANS SERVICE OFFICER</b>				
<b>056600 VETERANS SERVICE OFFICER</b>				
<b>REVENUES</b>				
4400 AID FROM OTHER GOVT AGENCIES	149,375	16,257	92,247	92,247
<b>TOTAL REVENUES</b>	<b>149,375</b>	<b>16,257</b>	<b>92,247</b>	<b>92,247</b>
<b>EXPENDITURES</b>				
5000 SALARIES & BENEFITS	143,147	82,125	162,176	162,176
5100 SERVICES & SUPPLIES	10,604	5,260	26,000	26,000
5200 INTERNAL CHARGES	30,838	17,186	37,764	37,764
5500 OTHER CHARGES	108	37	1,000	1,000
<b>TOTAL EXPENDITURES</b>	<b>184,697</b>	<b>104,608</b>	<b>226,940</b>	<b>226,940</b>
<b>056600 NET COST</b>	(35,322)	(88,351)	(134,693)	(134,693)
<b>VETERANS SERVICE OFFICER NET COST</b>	(35,322)	(88,351)	(134,693)	(134,693)
<b>COUNTY ADMINISTRATIVE OFFICER NET COST</b>	(4,928,512)	(4,563,971)	(8,697,217)	(8,688,792)

CAO CULTURAL SERVICES  
ADVERTISING COUNTY RESOURCES

# COUNTY OF INYO

## BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2023      RUN DATE: 02/13/2024

	Prior Actuals FY 2022-23	YTD Actuals FY 2023-24	Working Budget FY 2023-24	Mid-Year Budget FY 2023-24
<b>011400 ADVERTISING COUNTY RESOURCES</b>				
<b>REVENUES</b>				
<b>TOTAL REVENUES</b>	<hr/>			
<b>EXPENDITURES</b>				
5100 SERVICES & SUPPLIES	42,980		57,422	57,422
5200 INTERNAL CHARGES			2,000	2,000
5500 OTHER CHARGES	196,622	130,497	205,100	205,100
<b>TOTAL EXPENDITURES</b>	<hr/>	<hr/>	<hr/>	<hr/>
	239,602	130,497	264,522	264,522
<b>011400 NET COST</b>	<hr/>	<hr/>	<hr/>	<hr/>
	(239,602)	(130,497)	(264,522)	(264,522)
<b>ADVERTISING COUNTY RESOURCES NET COST</b>	<hr/>	<hr/>	<hr/>	<hr/>
	(239,602)	(130,497)	(264,522)	(264,522)
<b>COUNTY LIBRARY</b>				
<b>066700 COUNTY LIBRARY</b>				
<b>REVENUES</b>				
4400 AID FROM OTHER GOVT AGENCIES	190,805	7,035		7,035
4600 CHARGES FOR CURRENT SERVICES	313	111	300	300
4800 OTHER FINANCING SOURCES	44,171		50,800	55,393
4900 OTHER REVENUE	2,646	1,295	3,550	3,550
<b>TOTAL REVENUES</b>	<hr/>	<hr/>	<hr/>	<hr/>
	237,935	8,441	54,650	66,278
<b>EXPENDITURES</b>				
5000 SALARIES & BENEFITS	639,757	354,032	884,109	884,109
5100 SERVICES & SUPPLIES	63,227	13,981	74,167	65,202
5200 INTERNAL CHARGES	44,002	27,859	62,771	62,771
5600 FIXED ASSETS	212,960		25,000	45,593
<b>TOTAL EXPENDITURES</b>	<hr/>	<hr/>	<hr/>	<hr/>
	959,946	395,872	1,046,047	1,057,675
<b>066700 NET COST</b>	<hr/>	<hr/>	<hr/>	<hr/>
	(722,011)	(387,431)	(991,397)	(991,397)
<b>COUNTY LIBRARY NET COST</b>	<hr/>	<hr/>	<hr/>	<hr/>
	(722,011)	(387,431)	(991,397)	(991,397)
<b>LAW LIBRARY</b>				
<b>022300 LAW LIBRARY</b>				
<b>REVENUES</b>				
4200 FINES & FORFEITURES	7,000		7,000	7,000
4800 OTHER FINANCING SOURCES	10,000		10,000	10,000
<b>TOTAL REVENUES</b>	<hr/>	<hr/>	<hr/>	<hr/>
	17,000		17,000	17,000
<b>EXPENDITURES</b>				
5100 SERVICES & SUPPLIES	16,884	4,452	27,397	27,397

# COUNTY OF INYO

## BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2023      RUN DATE: 02/13/2024

	Prior Actuals FY 2022-23	YTD Actuals FY 2023-24	Working Budget FY 2023-24	Mid-Year Budget FY 2023-24
<b>TOTAL EXPENDITURES</b>	16,884	4,452	27,397	27,397
<b>022300 NET COST</b>	116	(4,452)	(10,397)	(10,397)
<b>LAW LIBRARY NET COST</b>	116	(4,452)	(10,397)	(10,397)
<b>MUSEUM</b>				
<b>077000 MUSEUM - GENERAL</b>				
<b>REVENUES</b>				
4400 AID FROM OTHER GOVT AGENCIES			25,000	25,000
4600 CHARGES FOR CURRENT SERVICES	35	6	200	200
4800 OTHER FINANCING SOURCES			20,000	20,000
4900 OTHER REVENUE	15,647	3,400	46,000	46,000
<b>TOTAL REVENUES</b>	15,682	3,406	91,200	91,200
<b>EXPENDITURES</b>				
5000 SALARIES & BENEFITS	238,406	137,015	268,120	268,120
5100 SERVICES & SUPPLIES	36,464	37,626	155,660	155,660
5200 INTERNAL CHARGES	13,042	9,514	20,027	20,027
<b>TOTAL EXPENDITURES</b>	287,912	184,155	443,807	443,807
<b>077000 NET COST</b>	(272,230)	(180,749)	(352,607)	(352,607)
<b>MUSEUM NET COST</b>	(272,230)	(180,749)	(352,607)	(352,607)
<b>CAO CULTURAL SERVICES NET COST</b>	(1,233,727)	(703,129)	(1,618,923)	(1,618,923)
<b>CORONER</b>				
<b>023500 CORONER</b>				
<b>REVENUES</b>				
4600 CHARGES FOR CURRENT SERVICES		24	150	150
<b>TOTAL REVENUES</b>		24	150	150
<b>EXPENDITURES</b>				
5000 SALARIES & BENEFITS	75,499	37,410	108,455	108,455
5100 SERVICES & SUPPLIES	104,363	118,139	202,228	202,228
5200 INTERNAL CHARGES	3,489	2,400	4,900	4,900
5600 FIXED ASSETS			7,500	7,500
<b>TOTAL EXPENDITURES</b>	183,351	157,949	323,083	323,083
<b>023500 NET COST</b>	(183,351)	(157,925)	(322,933)	(322,933)

# COUNTY OF INYO

## BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2023      RUN DATE: 02/13/2024

	Prior Actuals FY 2022-23	YTD Actuals FY 2023-24	Working Budget FY 2023-24	Mid-Year Budget FY 2023-24
<b>CORONER NET COST</b>	(183,351)	(157,925)	(322,933)	(322,933)
<b>CORONER NET COST</b>	(183,351)	(157,925)	(322,933)	(322,933)
<b>COUNTY CLERK</b>				
<b>COUNTY CLERK</b>				
<b>010300 COUNTY CLERK - GENERAL</b>				
<b>REVENUES</b>				
4050 TAXES - OTHER	309,537	71,326	115,000	115,000
4100 LICENSES & PERMITS	7,520	4,122	7,500	7,500
4600 CHARGES FOR CURRENT SERVICES	63,599	23,495	62,500	55,000
4900 OTHER REVENUE	35	29		1
<b>TOTAL REVENUES</b>	<b>380,691</b>	<b>98,972</b>	<b>185,000</b>	<b>177,501</b>
<b>EXPENDITURES</b>				
5000 SALARIES & BENEFITS	404,884	216,074	437,950	437,950
5100 SERVICES & SUPPLIES	6,853	4,746	15,400	11,100
5200 INTERNAL CHARGES	74,989	45,869	98,904	98,904
<b>TOTAL EXPENDITURES</b>	<b>486,726</b>	<b>266,689</b>	<b>552,254</b>	<b>547,954</b>
<b>010300 NET COST</b>	<b>(106,035)</b>	<b>(167,717)</b>	<b>(367,254)</b>	<b>(370,453)</b>
<b>COUNTY CLERK NET COST</b>	<b>(106,035)</b>	<b>(167,717)</b>	<b>(367,254)</b>	<b>(370,453)</b>
<b>ELECTIONS</b>				
<b>011000 ELECTIONS</b>				
<b>REVENUES</b>				
4400 AID FROM OTHER GOVT AGENCIES				1,660
4600 CHARGES FOR CURRENT SERVICES	22,738	13,093	13,700	14,317
4800 OTHER FINANCING SOURCES			25,000	25,000
4900 OTHER REVENUE	69	1,660		
<b>TOTAL REVENUES</b>	<b>22,807</b>	<b>14,753</b>	<b>38,700</b>	<b>40,977</b>
<b>EXPENDITURES</b>				
5000 SALARIES & BENEFITS	275,300	178,294	368,102	368,102
5100 SERVICES & SUPPLIES	132,942	51,319	179,809	178,887
5200 INTERNAL CHARGES	77,419	22,212	50,068	50,068
<b>TOTAL EXPENDITURES</b>	<b>485,661</b>	<b>251,825</b>	<b>597,979</b>	<b>597,057</b>
<b>011000 NET COST</b>	<b>(462,854)</b>	<b>(237,072)</b>	<b>(559,279)</b>	<b>(556,080)</b>
<b>ELECTIONS NET COST</b>	<b>(462,854)</b>	<b>(237,072)</b>	<b>(559,279)</b>	<b>(556,080)</b>

# COUNTY OF INYO

## BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2023      RUN DATE: 02/13/2024

	Prior Actuals FY 2022-23	YTD Actuals FY 2023-24	Working Budget FY 2023-24	Mid-Year Budget FY 2023-24
<b>COUNTY CLERK NET COST</b>	(568,889)	(404,789)	(926,533)	(926,533)
<hr style="border-top: 1px dashed black;"/>				
<b>COUNTY COUNSEL</b>				
<b>COUNTY COUNSEL</b>				
<b>010700 COUNTY COUNSEL</b>				
<b>REVENUES</b>				
4600 CHARGES FOR CURRENT SERVICES	225,921	52,624	329,431	329,431
4900 OTHER REVENUE		363		
<b>TOTAL REVENUES</b>	225,921	52,987	329,431	329,431
<b>EXPENDITURES</b>				
5000 SALARIES & BENEFITS	768,179	416,211	828,363	828,363
5100 SERVICES & SUPPLIES	85,877	179,059	223,197	223,197
5200 INTERNAL CHARGES	59,517	31,903	74,883	74,883
<b>TOTAL EXPENDITURES</b>	913,573	627,173	1,126,443	1,126,443
<b>010700 NET COST</b>	(687,652)	(574,186)	(797,012)	(797,012)
<b>COUNTY COUNSEL NET COST</b>	(687,652)	(574,186)	(797,012)	(797,012)
<b>COUNTY COUNSEL NET COST</b>	(687,652)	(574,186)	(797,012)	(797,012)
<hr style="border-top: 1px dashed black;"/>				
<b>DISTRICT ATTORNEY</b>				
<b>DISTRICT ATTORNEY</b>				
<b>022400 DISTRICT ATTORNEY</b>				
<b>REVENUES</b>				
4200 FINES & FORFEITURES	2,030	2,865	3,000	3,000
4400 AID FROM OTHER GOVT AGENCIES	251,966	56,052	235,998	255,998
4600 CHARGES FOR CURRENT SERVICES	57,796	2,433	65,204	65,204
4800 OTHER FINANCING SOURCES	5,928		30,000	30,000
4900 OTHER REVENUE		135		
<b>TOTAL REVENUES</b>	317,855	61,350	334,202	354,202
<b>EXPENDITURES</b>				
5000 SALARIES & BENEFITS	1,127,805	622,169	1,227,019	1,227,019
5100 SERVICES & SUPPLIES	87,836	42,335	118,814	138,814
5200 INTERNAL CHARGES	93,521	52,656	115,837	115,837
<b>TOTAL EXPENDITURES</b>	1,309,162	717,160	1,461,670	1,481,670
<b>022400 NET COST</b>	(991,307)	(655,810)	(1,127,468)	(1,127,468)
<b>022410 DISTRICT ATTORNEY - SAFETY</b>				
<b>REVENUES</b>				
4600 CHARGES FOR CURRENT SERVICES	23,566	7,013	65,000	65,000

# COUNTY OF INYO

## BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2023      RUN DATE: 02/13/2024

	Prior Actuals FY 2022-23	YTD Actuals FY 2023-24	Working Budget FY 2023-24	Mid-Year Budget FY 2023-24
<b>TOTAL REVENUES</b>	23,566	7,013	65,000	65,000
<b>EXPENDITURES</b>				
5000 SALARIES & BENEFITS	667,287	418,268	748,693	748,693
5200 INTERNAL CHARGES	168,043	66,348	132,696	132,696
<b>TOTAL EXPENDITURES</b>	835,330	484,616	881,389	881,389
<b>022410 NET COST</b>	(811,764)	(477,603)	(816,389)	(816,389)
<b>DISTRICT ATTORNEY NET COST</b>	(1,803,071)	(1,133,413)	(1,943,857)	(1,943,857)
<b>DISTRICT ATTORNEY NET COST</b>	(1,803,071)	(1,133,413)	(1,943,857)	(1,943,857)

### ENVIRONMENTAL HEALTH

#### ENVIRONMENTAL HEALTH

##### 045400 ENVIRONMENTAL HEALTH - GENERAL

#### REVENUES

4100 LICENSES & PERMITS	93,599	47,713	88,340	88,340
4400 AID FROM OTHER GOVT AGENCIES	580,001	253,265	598,749	598,749
4600 CHARGES FOR CURRENT SERVICES	260,332	89,511	259,378	247,378
4800 OTHER FINANCING SOURCES			83,867	83,867
<b>TOTAL REVENUES</b>	933,932	390,489	1,030,334	1,018,334

#### EXPENDITURES

5000 SALARIES & BENEFITS	925,848	539,382	1,034,450	1,034,450
5100 SERVICES & SUPPLIES	60,356	24,573	92,389	95,389
5200 INTERNAL CHARGES	192,130	94,889	206,154	206,154
5600 FIXED ASSETS		26,982	83,867	68,867
<b>TOTAL EXPENDITURES</b>	1,178,334	685,826	1,416,860	1,404,860

**045400 NET COST**      (244,402)      (295,337)      (386,526)      (386,526)

**ENVIRONMENTAL HEALTH NET COST**      (244,402)      (295,337)      (386,526)      (386,526)

**ENVIRONMENTAL HEALTH NET COST**      (244,402)      (295,337)      (386,526)      (386,526)

### FARM ADVISOR

#### FARM ADVISOR

##### 066800 FARM ADVISOR

#### REVENUES

4400 AID FROM OTHER GOVT AGENCIES	49,198		48,618	48,618
<b>TOTAL REVENUES</b>	49,198		48,618	48,618

#### EXPENDITURES

# COUNTY OF INYO

## BUD020 - MID-YEAR BUDGET REVIEW

**AS OF DATE:** 12/31/2023      **RUN DATE:** 02/13/2024

	Prior Actuals FY 2022-23	YTD Actuals FY 2023-24	Working Budget FY 2023-24	Mid-Year Budget FY 2023-24
5000 SALARIES & BENEFITS	77,202	46,983	83,732	83,732
5100 SERVICES & SUPPLIES	15,963	248	2,959	2,959
5200 INTERNAL CHARGES	51,114	29,049	70,761	70,761
<b>TOTAL EXPENDITURES</b>	144,279	76,280	157,452	157,452
<b>066800 NET COST</b>	(95,081)	(76,280)	(108,834)	(108,834)
<b>FARM ADVISOR NET COST</b>	(95,081)	(76,280)	(108,834)	(108,834)
<b>FARM ADVISOR NET COST</b>	(95,081)	(76,280)	(108,834)	(108,834)

### HEALTH & HUMAN SERVICES

#### AID TO FAMILIES-DEPENDENT CHLD

##### 056300 TANF (AFDC)

##### REVENUES

4400 AID FROM OTHER GOVT AGENCIES	652,250	954,756	725,000	723,675
4900 OTHER REVENUE	4,526	1,325		1,325
<b>TOTAL REVENUES</b>	656,776	956,081	725,000	725,000

##### EXPENDITURES

5500 OTHER CHARGES	656,776	313,016	725,000	725,000
<b>TOTAL EXPENDITURES</b>	656,776	313,016	725,000	725,000

**056300 NET COST**      643,065

**AID TO FAMILIES-DEPENDENT CHLD NET COST**      643,065

### COMMUNITY MENTAL HEALTH

#### 045200 COMMUNITY MENTAL HEALTH

##### REVENUES

4350 REV USE OF MONEY & PROPERTY	41,780	27,302	50,000	50,000
4400 AID FROM OTHER GOVT AGENCIES	2,814,522	2,090,517	5,294,926	5,294,926
4600 CHARGES FOR CURRENT SERVICES	680,466	7,460	1,513,500	1,513,500
4800 OTHER FINANCING SOURCES	2,479,782	87,034	977,603	977,603
<b>TOTAL REVENUES</b>	6,016,550	2,212,313	7,836,029	7,836,029

##### EXPENDITURES

5000 SALARIES & BENEFITS	4,010,880	2,212,364	4,502,068	4,502,068
5100 SERVICES & SUPPLIES	1,115,707	523,174	2,013,633	2,013,633
5200 INTERNAL CHARGES	517,175	264,778	674,404	674,404
5500 OTHER CHARGES	360,973	158,067	391,116	391,116
5600 FIXED ASSETS			150,000	150,000
5800 OTHER FINANCING USES	21,677		241,192	241,192



# COUNTY OF INYO

## BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2023      RUN DATE: 02/13/2024

	Prior Actuals FY 2022-23	YTD Actuals FY 2023-24	Working Budget FY 2023-24	Mid-Year Budget FY 2023-24
<b>TOTAL EXPENDITURES</b>	6,026,412	3,158,383	7,972,413	7,972,413
<b>045200 NET COST</b>	(9,862)	(946,070)	(136,384)	(136,384)
<b>COMMUNITY MENTAL HEALTH NET COST</b>	(9,862)	(946,070)	(136,384)	(136,384)
<b>CRIPPLED CHILDREN SERVICE</b>				
<b>045500 CALIFORNIA CHILDREN SERVICE</b>				
<b>REVENUES</b>				
4400 AID FROM OTHER GOVT AGENCIES	11,628	3,048	33,633	33,633
<b>TOTAL REVENUES</b>	11,628	3,048	33,633	33,633
<b>EXPENDITURES</b>				
5000 SALARIES & BENEFITS	12,560	7,312	13,846	13,846
5100 SERVICES & SUPPLIES		3	19,189	19,189
5200 INTERNAL CHARGES	369	299	598	598
<b>TOTAL EXPENDITURES</b>	12,929	7,614	33,633	33,633
<b>045500 NET COST</b>	(1,301)	(4,566)		
<b>045501 CALIFORNIA CHILD SERVICE-ADMIN</b>				
<b>REVENUES</b>				
4400 AID FROM OTHER GOVT AGENCIES	91,615	21,586	120,587	120,587
<b>TOTAL REVENUES</b>	91,615	21,586	120,587	120,587
<b>EXPENDITURES</b>				
5000 SALARIES & BENEFITS	82,672	53,205	106,402	106,402
5100 SERVICES & SUPPLIES	1,701	536	2,326	2,326
5200 INTERNAL CHARGES	4,409	1,256	4,359	4,359
5500 OTHER CHARGES	957	480	7,500	7,500
<b>TOTAL EXPENDITURES</b>	89,739	55,477	120,587	120,587
<b>045501 NET COST</b>	1,876	(33,891)		
<b>CRIPPLED CHILDREN SERVICE NET COST</b>	575	(38,457)		
<b>FOSTER CARE</b>				
<b>056400 FOSTER CARE - GENERAL</b>				
<b>REVENUES</b>				
4400 AID FROM OTHER GOVT AGENCIES	836,759	391,067	975,000	974,523
4900 OTHER REVENUE	1,517	477		477
<b>TOTAL REVENUES</b>	838,276	391,544	975,000	975,000

# COUNTY OF INYO

## BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2023      RUN DATE: 02/13/2024

	Prior Actuals FY 2022-23	YTD Actuals FY 2023-24	Working Budget FY 2023-24	Mid-Year Budget FY 2023-24
<b>EXPENDITURES</b>				
5500 OTHER CHARGES	838,277	487,856	975,000	975,000
<b>TOTAL EXPENDITURES</b>	838,277	487,856	975,000	975,000
<b>056400 NET COST</b>				
	(1)	(96,312)		
<b>FOSTER CARE NET COST</b>				
	(1)	(96,312)		
<b>GENERAL RELIEF</b>				
<b>056500 GENERAL RELIEF</b>				
<b>REVENUES</b>				
4400 AID FROM OTHER GOVT AGENCIES	17,503			
4800 OTHER FINANCING SOURCES	536		534	534
<b>TOTAL REVENUES</b>	18,039		534	534
<b>EXPENDITURES</b>				
5100 SERVICES & SUPPLIES	18,887	11,426	30,000	30,000
5500 OTHER CHARGES	54,475	34,020	145,000	145,000
<b>TOTAL EXPENDITURES</b>	73,362	45,446	175,000	175,000
<b>056500 NET COST</b>				
	(55,323)	(45,446)	(174,466)	(174,466)
<b>GENERAL RELIEF NET COST</b>				
	(55,323)	(45,446)	(174,466)	(174,466)
<b>HEALTH</b>				
<b>045100 HEALTH - GENERAL</b>				
<b>REVENUES</b>				
4100 LICENSES & PERMITS	709	240	605	605
4200 FINES & FORFEITURES			10,000	10,000
4400 AID FROM OTHER GOVT AGENCIES	1,588,315	868,439	3,421,918	3,423,493
4600 CHARGES FOR CURRENT SERVICES	175,801	63,783	414,301	412,726
4800 OTHER FINANCING SOURCES	334,210		1,353,641	1,353,641
4900 OTHER REVENUE	772			
<b>TOTAL REVENUES</b>	2,099,807	932,462	5,200,465	5,200,465
<b>EXPENDITURES</b>				
5000 SALARIES & BENEFITS	1,737,979	1,207,361	2,878,897	2,878,897
5100 SERVICES & SUPPLIES	525,241	245,504	1,619,716	1,616,716
5200 INTERNAL CHARGES	386,404	331,934	700,362	703,362
5500 OTHER CHARGES	23,937	2,456	97,000	97,000
5800 OTHER FINANCING USES			264,354	264,354
<b>TOTAL EXPENDITURES</b>	2,673,561	1,787,255	5,560,329	5,560,329

# COUNTY OF INYO

## BUD020 - MID-YEAR BUDGET REVIEW

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	Prior Actuals FY 2022-23	YTD Actuals FY 2023-24	Working Budget FY 2023-24	Mid-Year Budget FY 2023-24
<b>045100 NET COST</b>	(573,754)	(854,793)	(359,864)	(359,864)
<b>045102 CHILD HLTH AND DISABILITY PREV</b>				
<b>REVENUES</b>				
4400 AID FROM OTHER GOVT AGENCIES	15,298	6,937	58,006	58,006
<b>TOTAL REVENUES</b>	<b>15,298</b>	<b>6,937</b>	<b>58,006</b>	<b>58,006</b>
<b>EXPENDITURES</b>				
5000 SALARIES & BENEFITS	16,657	17,631	55,530	55,530
5100 SERVICES & SUPPLIES	203	176	1,271	1,271
5200 INTERNAL CHARGES	1,889	223	1,205	1,205
<b>TOTAL EXPENDITURES</b>	<b>18,749</b>	<b>18,030</b>	<b>58,006</b>	<b>58,006</b>
<b>045102 NET COST</b>	<b>(3,451)</b>	<b>(11,093)</b>		
<b>HEALTH NET COST</b>	<b>(577,205)</b>	<b>(865,886)</b>	<b>(359,864)</b>	<b>(359,864)</b>
<b>SOCIAL SERVICE</b>				
<b>055800 SOCIAL SERVICES - GENERAL</b>				
<b>REVENUES</b>				
4400 AID FROM OTHER GOVT AGENCIES	7,399,310	3,728,226	10,596,457	10,696,250
<b>TOTAL REVENUES</b>	<b>7,399,310</b>	<b>3,728,226</b>	<b>10,596,457</b>	<b>10,696,250</b>
<b>EXPENDITURES</b>				
5000 SALARIES & BENEFITS	4,823,047	2,654,749	6,183,430	6,183,430
5100 SERVICES & SUPPLIES	660,624	306,227	1,418,376	1,418,376
5200 INTERNAL CHARGES	862,084	696,528	1,401,354	1,401,354
5500 OTHER CHARGES	1,073,431	134,090	1,370,100	1,370,100
5600 FIXED ASSETS			10,000	10,000
5800 OTHER FINANCING USES	314,124	177,546	405,267	505,060
<b>TOTAL EXPENDITURES</b>	<b>7,733,310</b>	<b>3,969,140</b>	<b>10,788,527</b>	<b>10,888,320</b>
<b>055800 NET COST</b>	<b>(334,000)</b>	<b>(240,914)</b>	<b>(192,070)</b>	<b>(192,070)</b>
<b>SOCIAL SERVICE NET COST</b>	<b>(334,000)</b>	<b>(240,914)</b>	<b>(192,070)</b>	<b>(192,070)</b>
<b>HEALTH &amp; HUMAN SERVICES NET COST</b>	<b>(975,816)</b>	<b>(1,590,020)</b>	<b>(862,784)</b>	<b>(862,784)</b>
<b>PERSONNEL</b>				
<b>PERSONNEL</b>				
<b>011600 INSURANCE, RETIREMENT, OASDI</b>				
<b>REVENUES</b>				
4600 CHARGES FOR CURRENT SERVICES	1,412,179	860,071	1,827,080	1,827,080

# COUNTY OF INYO

## BUD020 - MID-YEAR BUDGET REVIEW

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<b>TOTAL REVENUES</b>	1,412,179	860,071	1,827,080	1,827,080
<b>EXPENDITURES</b>				
5000 SALARIES & BENEFITS	3,241,877	1,707,789	4,104,315	4,104,315
5100 SERVICES & SUPPLIES	257,081	256,128	341,029	341,029
<b>TOTAL EXPENDITURES</b>	3,498,958	1,963,917	4,445,344	4,445,344
<b>011600 NET COST</b>	(2,086,779)	(1,103,846)	(2,618,264)	(2,618,264)
<b>PERSONNEL NET COST</b>	(2,086,779)	(1,103,846)	(2,618,264)	(2,618,264)
<b>PERSONNEL NET COST</b>	(2,086,779)	(1,103,846)	(2,618,264)	(2,618,264)
<b>PLANNING</b>				
<b>PLANNING AND ZONING</b>				
<b>023800 PLANNING &amp; ZONING</b>				
<b>REVENUES</b>				
4100 LICENSES & PERMITS	25,200	25,200	20,000	20,000
4400 AID FROM OTHER GOVT AGENCIES	172,158	34,989	174,756	174,756
4600 CHARGES FOR CURRENT SERVICES	18,370	17,332	234,895	234,895
<b>TOTAL REVENUES</b>	215,728	77,521	429,651	429,651
<b>EXPENDITURES</b>				
5000 SALARIES & BENEFITS	662,459	357,328	719,473	761,606
5100 SERVICES & SUPPLIES	135,802	5,195	227,091	227,091
5200 INTERNAL CHARGES	40,563	22,157	62,070	62,070
<b>TOTAL EXPENDITURES</b>	838,824	384,680	1,008,634	1,050,767
<b>023800 NET COST</b>	(623,096)	(307,159)	(578,983)	(621,116)
<b>PLANNING AND ZONING NET COST</b>	(623,096)	(307,159)	(578,983)	(621,116)
<b>PLANNING NET COST</b>	(623,096)	(307,159)	(578,983)	(621,116)
<b>PROBATION</b>				
<b>JUVENILE INSTITUTIONS</b>				
<b>023100 JUVENILE INSTITUTIONS</b>				
<b>REVENUES</b>				
4400 AID FROM OTHER GOVT AGENCIES	994,737	440,089	1,135,131	1,135,131
<b>TOTAL REVENUES</b>	994,737	440,089	1,135,131	1,135,131
<b>EXPENDITURES</b>				
5000 SALARIES & BENEFITS	954,450	506,168	1,132,563	1,132,563
5100 SERVICES & SUPPLIES	73,002	58,731	255,842	255,842

# COUNTY OF INYO

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AS OF DATE: 12/31/2023      RUN DATE: 02/13/2024

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5200 INTERNAL CHARGES	93,719	33,905	97,911	97,911
5500 OTHER CHARGES			3,000	3,000
5600 FIXED ASSETS			18,000	18,000
<b>TOTAL EXPENDITURES</b>	1,121,171	598,804	1,507,316	1,507,316
<b>023100 NET COST</b>	(126,434)	(158,715)	(372,185)	(372,185)
<b>023101 OUT OF COUNTY-JUVENILE HALL EXPENDITURES</b>				
5000 SALARIES & BENEFITS	75,325	32,692	79,000	79,000
5100 SERVICES & SUPPLIES	76,929	88,256	200,375	200,375
5200 INTERNAL CHARGES	3,221	1,058	9,000	9,000
<b>TOTAL EXPENDITURES</b>	155,475	122,006	288,375	288,375
<b>023101 NET COST</b>	(155,475)	(122,006)	(288,375)	(288,375)
<b>JUVENILE INSTITUTIONS NET COST</b>	(281,909)	(280,721)	(660,560)	(660,560)
<b>PROBATION</b>				
<b>023000 PROBATION - GENERAL REVENUES</b>				
4400 AID FROM OTHER GOVT AGENCIES	615,035	280,909	637,042	637,042
4600 CHARGES FOR CURRENT SERVICES	266,563	84,212	585,984	585,984
4900 OTHER REVENUE	788	2		
<b>TOTAL REVENUES</b>	882,386	365,123	1,223,026	1,223,026
<b>EXPENDITURES</b>				
5000 SALARIES & BENEFITS	1,265,540	775,673	1,540,132	1,540,132
5100 SERVICES & SUPPLIES	143,834	187,228	410,035	410,035
5200 INTERNAL CHARGES	233,355	126,537	283,239	283,239
<b>TOTAL EXPENDITURES</b>	1,642,729	1,089,438	2,233,406	2,233,406
<b>023000 NET COST</b>	(760,343)	(724,315)	(1,010,380)	(1,010,380)
<b>PROBATION NET COST</b>	(760,343)	(724,315)	(1,010,380)	(1,010,380)
<b>PROBATION NET COST</b>	(1,042,252)	(1,005,036)	(1,670,940)	(1,670,940)
<b>PUBLIC ADMINISTRATOR</b>				
<b>PUBLIC ADMINISTRATOR</b>				
<b>023600 PUBLIC ADMINISTRATOR REVENUES</b>				
4600 CHARGES FOR CURRENT SERVICES	2,691	1,800	15,500	15,500

# COUNTY OF INYO

## BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2023      RUN DATE: 02/13/2024

	Prior Actuals FY 2022-23	YTD Actuals FY 2023-24	Working Budget FY 2023-24	Mid-Year Budget FY 2023-24
<b>TOTAL REVENUES</b>	2,691	1,800	15,500	15,500
<b>EXPENDITURES</b>				
5000 SALARIES & BENEFITS	261,477	147,321	313,570	313,570
5100 SERVICES & SUPPLIES	9,884	10,046	17,000	17,000
5200 INTERNAL CHARGES	20,043	12,786	28,986	28,986
<b>TOTAL EXPENDITURES</b>	291,404	170,153	359,556	359,556
<b>023600 NET COST</b>	(288,713)	(168,353)	(344,056)	(344,056)
<b>PUBLIC ADMINISTRATOR NET COST</b>	(288,713)	(168,353)	(344,056)	(344,056)
<b>PUBLIC ADMINISTRATOR NET COST</b>	(288,713)	(168,353)	(344,056)	(344,056)
<b>PUBLIC WORKS</b>				
<b>BUILDING &amp; SAFETY</b>				
<b>023200 BUILDING &amp; SAFETY</b>				
<b>REVENUES</b>				
4100 LICENSES & PERMITS	397,613	189,919	343,500	343,500
4600 CHARGES FOR CURRENT SERVICES	60,000	18,750	75,000	75,000
4900 OTHER REVENUE	388	150	150	150
<b>TOTAL REVENUES</b>	458,001	208,819	418,650	418,650
<b>EXPENDITURES</b>				
5000 SALARIES & BENEFITS	354,551	206,351	406,376	406,376
5100 SERVICES & SUPPLIES	11,904	5,278	40,900	40,900
5200 INTERNAL CHARGES	43,228	21,026	54,889	54,889
<b>TOTAL EXPENDITURES</b>	409,683	232,655	502,165	502,165
<b>023200 NET COST</b>	48,318	(23,836)	(83,515)	(83,515)
<b>BUILDING &amp; SAFETY NET COST</b>	48,318	(23,836)	(83,515)	(83,515)
<b>MAINTENANCE-BUILDINGS &amp; GROUND</b>				
<b>011100 MAINTENANCE-BUILDING &amp; GROUNDS</b>				
<b>REVENUES</b>				
4350 REV USE OF MONEY & PROPERTY	1,143	680	150	150
4600 CHARGES FOR CURRENT SERVICES	639,698	148,747	613,634	613,634
4900 OTHER REVENUE		2,226		
<b>TOTAL REVENUES</b>	640,841	151,653	613,784	613,784
<b>EXPENDITURES</b>				
5000 SALARIES & BENEFITS	996,949	593,767	1,230,242	1,210,767
5100 SERVICES & SUPPLIES	970,551	389,970	1,031,140	1,037,115

# COUNTY OF INYO

## BUD020 - MID-YEAR BUDGET REVIEW

**AS OF DATE:** 12/31/2023      **RUN DATE:** 02/13/2024

	Prior Actuals FY 2022-23	YTD Actuals FY 2023-24	Working Budget FY 2023-24	Mid-Year Budget FY 2023-24
5200 INTERNAL CHARGES	155,923	79,251	178,635	183,635
5550 DEBT SERVICE PRINCIPAL	69,622	35,067	71,025	71,025
5560 DEBT SERVICE INTEREST	4,479	1,983	3,076	3,076
5600 FIXED ASSETS				8,500
<b>TOTAL EXPENDITURES</b>	<b>2,197,524</b>	<b>1,100,038</b>	<b>2,514,118</b>	<b>2,514,118</b>
<b>011100 NET COST</b>	<b>(1,556,683)</b>	<b>(948,385)</b>	<b>(1,900,334)</b>	<b>(1,900,334)</b>
<b>MAINTENANCE-BUILDINGS &amp; GROUND NET COST</b>	<b>(1,556,683)</b>	<b>(948,385)</b>	<b>(1,900,334)</b>	<b>(1,900,334)</b>
<b>PARKS AND RECREATION</b>				
<b>076999 PARKS &amp; RECREATION</b>				
<b>REVENUES</b>				
4300 RENTS & LEASES	26,563	3,750	26,000	26,000
4350 REV USE OF MONEY & PROPERTY	2,098	553	2,100	2,100
4400 AID FROM OTHER GOVT AGENCIES	203,867	189,964	200,594	200,594
4600 CHARGES FOR CURRENT SERVICES	380,232	168,547	411,600	411,600
4800 OTHER FINANCING SOURCES			153,800	153,800
4900 OTHER REVENUE	124			
<b>TOTAL REVENUES</b>	<b>612,884</b>	<b>362,814</b>	<b>794,094</b>	<b>794,094</b>
<b>EXPENDITURES</b>				
5000 SALARIES & BENEFITS	603,370	430,646	898,650	898,650
5100 SERVICES & SUPPLIES	401,147	195,188	421,611	421,611
5200 INTERNAL CHARGES	212,551	112,188	248,135	248,135
5500 OTHER CHARGES	60,000		105,000	105,000
5600 FIXED ASSETS	120,999	60,050	120,000	120,000
<b>TOTAL EXPENDITURES</b>	<b>1,398,067</b>	<b>798,072</b>	<b>1,793,396</b>	<b>1,793,396</b>
<b>076999 NET COST</b>	<b>(785,183)</b>	<b>(435,258)</b>	<b>(999,302)</b>	<b>(999,302)</b>
<b>PARKS AND RECREATION NET COST</b>	<b>(785,183)</b>	<b>(435,258)</b>	<b>(999,302)</b>	<b>(999,302)</b>
<b>PUBLIC WORKS</b>				
<b>011500 PUBLIC WORKS</b>				
<b>REVENUES</b>				
4600 CHARGES FOR CURRENT SERVICES	429,661	155,057	472,151	472,151
4800 OTHER FINANCING SOURCES	30,000			
4900 OTHER REVENUE	400			
<b>TOTAL REVENUES</b>	<b>460,061</b>	<b>155,057</b>	<b>472,151</b>	<b>472,151</b>
<b>EXPENDITURES</b>				
5000 SALARIES & BENEFITS	658,536	385,541	845,807	845,807
5100 SERVICES & SUPPLIES	152,368	78,660	84,518	85,400

# COUNTY OF INYO

## BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2023      RUN DATE: 02/13/2024

	Prior Actuals FY 2022-23	YTD Actuals FY 2023-24	Working Budget FY 2023-24	Mid-Year Budget FY 2023-24
5200 INTERNAL CHARGES	32,448	18,663	41,472	40,590
<b>TOTAL EXPENDITURES</b>	<b>843,352</b>	<b>482,864</b>	<b>971,797</b>	<b>971,797</b>
<b>011500 NET COST</b>	<b>(383,291)</b>	<b>(327,807)</b>	<b>(499,646)</b>	<b>(499,646)</b>
<b>PUBLIC WORKS NET COST</b>	<b>(383,291)</b>	<b>(327,807)</b>	<b>(499,646)</b>	<b>(499,646)</b>
<b>PUBLIC WORKS NET COST</b>	<b>(2,676,839)</b>	<b>(1,735,286)</b>	<b>(3,482,797)</b>	<b>(3,482,797)</b>

### SHERIFF

#### ANIMAL CONTROL

##### 023900 ANIMAL CONTROL - GENERAL

###### REVENUES

4100 LICENSES & PERMITS	22,287	132	22,000	22,000
4200 FINES & FORFEITURES	25,454	3,089	25,000	24,100
4400 AID FROM OTHER GOVT AGENCIES	346,855	180,660	370,553	370,553
4900 OTHER REVENUE	4,001	900		900
<b>TOTAL REVENUES</b>	<b>398,597</b>	<b>184,781</b>	<b>417,553</b>	<b>417,553</b>

###### EXPENDITURES

5000 SALARIES & BENEFITS	586,521	261,706	645,979	645,979
5100 SERVICES & SUPPLIES	74,516	40,699	87,472	87,472
5200 INTERNAL CHARGES	102,038	44,650	124,580	124,580
5600 FIXED ASSETS	15,220			
<b>TOTAL EXPENDITURES</b>	<b>778,295</b>	<b>347,055</b>	<b>858,031</b>	<b>858,031</b>

**023900 NET COST**      (379,698)      (162,274)      (440,478)      (440,478)

**ANIMAL CONTROL NET COST**      (379,698)      (162,274)      (440,478)      (440,478)

### JAIL

#### 022701 KITCHEN SERVICES

###### REVENUES

4600 CHARGES FOR CURRENT SERVICES			16,000	16,000
4800 OTHER FINANCING SOURCES				8,222
<b>TOTAL REVENUES</b>			<b>16,000</b>	<b>24,222</b>

###### EXPENDITURES

5000 SALARIES & BENEFITS	393,630	202,882	412,283	412,283
5100 SERVICES & SUPPLIES	377,509	149,619	420,710	420,710
5200 INTERNAL CHARGES	11,748	9,189	18,878	18,878
5600 FIXED ASSETS		8,221	16,000	24,222
<b>TOTAL EXPENDITURES</b>	<b>782,887</b>	<b>369,911</b>	<b>867,871</b>	<b>876,093</b>



# COUNTY OF INYO

## BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2023      RUN DATE: 02/13/2024

	Prior Actuals FY 2022-23	YTD Actuals FY 2023-24	Working Budget FY 2023-24	Mid-Year Budget FY 2023-24
<b>022701 NET COST</b>	(782,887)	(369,911)	(851,871)	(851,871)
<b>022900 JAIL - GENERAL</b>				
<b>REVENUES</b>				
4400 AID FROM OTHER GOVT AGENCIES	1,047,846	366,526	1,224,923	1,191,590
4600 CHARGES FOR CURRENT SERVICES	64,951	1,174	1,011,000	1,011,000
4800 OTHER FINANCING SOURCES	12,503		14,400	14,400
4900 OTHER REVENUE	74	588	33,000	33,588
<b>TOTAL REVENUES</b>	<b>1,125,374</b>	<b>368,288</b>	<b>2,283,323</b>	<b>2,250,578</b>
<b>EXPENDITURES</b>				
5000 SALARIES & BENEFITS	2,570,917	1,546,100	3,120,414	3,087,669
5100 SERVICES & SUPPLIES	192,143	91,708	254,128	254,128
5200 INTERNAL CHARGES	334,633	188,222	384,261	384,261
5600 FIXED ASSETS			432,000	432,000
<b>TOTAL EXPENDITURES</b>	<b>3,097,693</b>	<b>1,826,030</b>	<b>4,190,803</b>	<b>4,158,058</b>
<b>022900 NET COST</b>	(1,972,319)	(1,457,742)	(1,907,480)	(1,907,480)
<b>022910 JAIL - SAFETY PERSONNEL</b>				
<b>REVENUES</b>				
4400 AID FROM OTHER GOVT AGENCIES	354,771	210,385	412,245	412,245
4600 CHARGES FOR CURRENT SERVICES	247		1,000	
<b>TOTAL REVENUES</b>	<b>355,018</b>	<b>210,385</b>	<b>413,245</b>	<b>412,245</b>
<b>EXPENDITURES</b>				
5000 SALARIES & BENEFITS	1,823,605	1,174,265	1,821,333	1,818,733
5100 SERVICES & SUPPLIES	1,556	1,523	1,600	3,200
5200 INTERNAL CHARGES	52,541	50,156	100,311	100,311
<b>TOTAL EXPENDITURES</b>	<b>1,877,702</b>	<b>1,225,944</b>	<b>1,923,244</b>	<b>1,922,244</b>
<b>022910 NET COST</b>	(1,522,684)	(1,015,559)	(1,509,999)	(1,509,999)
<b>022920 JAIL - STC</b>				
<b>REVENUES</b>				
4400 AID FROM OTHER GOVT AGENCIES	19,668	3,286	28,408	28,408
4800 OTHER FINANCING SOURCES	10,000			
<b>TOTAL REVENUES</b>	<b>29,668</b>	<b>3,286</b>	<b>28,408</b>	<b>28,408</b>
<b>EXPENDITURES</b>				
5100 SERVICES & SUPPLIES	26,969	8,440	27,093	27,093
<b>TOTAL EXPENDITURES</b>	<b>26,969</b>	<b>8,440</b>	<b>27,093</b>	<b>27,093</b>

# COUNTY OF INYO

## BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2023      RUN DATE: 02/13/2024

	Prior Actuals FY 2022-23	YTD Actuals FY 2023-24	Working Budget FY 2023-24	Mid-Year Budget FY 2023-24
<b>022920 NET COST</b>	2,699	(5,154)	1,315	1,315
<b>022950 JAIL - CAD RMS PROJECT</b>				
<b>REVENUES</b>				
4800 OTHER FINANCING SOURCES	46,121	32,901	102,901	102,901
<b>TOTAL REVENUES</b>	<b>46,121</b>	<b>32,901</b>	<b>102,901</b>	<b>102,901</b>
<b>EXPENDITURES</b>				
5100 SERVICES & SUPPLIES	46,121	45,301	115,301	115,301
<b>TOTAL EXPENDITURES</b>	<b>46,121</b>	<b>45,301</b>	<b>115,301</b>	<b>115,301</b>
<b>022950 NET COST</b>		(12,400)	(12,400)	(12,400)
<b>JAIL NET COST</b>	(4,275,191)	(2,860,766)	(4,280,435)	(4,280,435)
<b>SHERIFF</b>				
<b>022700 SHERIFF - GENERAL</b>				
<b>REVENUES</b>				
4100 LICENSES & PERMITS	45,467	4,150	12,510	10,510
4200 FINES & FORFEITURES	571	150	500	300
4400 AID FROM OTHER GOVT AGENCIES	1,066,545	235,839	1,208,327	1,192,327
4600 CHARGES FOR CURRENT SERVICES	134,738	16,004	134,187	134,197
4800 OTHER FINANCING SOURCES	168,436		442,285	442,285
4900 OTHER REVENUE	30	1	17,500	17,500
<b>TOTAL REVENUES</b>	<b>1,415,787</b>	<b>256,144</b>	<b>1,815,309</b>	<b>1,797,119</b>
<b>EXPENDITURES</b>				
5000 SALARIES & BENEFITS	1,431,544	784,678	1,730,738	1,712,036
5100 SERVICES & SUPPLIES	722,977	353,936	786,386	786,898
5200 INTERNAL CHARGES	1,066,872	373,762	1,069,068	1,069,068
5600 FIXED ASSETS	49,422	60,972	74,958	74,958
<b>TOTAL EXPENDITURES</b>	<b>3,270,815</b>	<b>1,573,348</b>	<b>3,661,150</b>	<b>3,642,960</b>
<b>022700 NET COST</b>	(1,855,028)	(1,317,204)	(1,845,841)	(1,845,841)
<b>022706 JAIL SECURITY PROJECT</b>				
<b>REVENUES</b>				
4600 CHARGES FOR CURRENT SERVICES			900,000	900,000
4800 OTHER FINANCING SOURCES	26,683		105,500	105,500
<b>TOTAL REVENUES</b>	<b>26,683</b>		<b>1,005,500</b>	<b>1,005,500</b>
<b>EXPENDITURES</b>				
5100 SERVICES & SUPPLIES	26,683	3,086	45,500	45,500

# COUNTY OF INYO

## BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2023      RUN DATE: 02/13/2024

	Prior Actuals FY 2022-23	YTD Actuals FY 2023-24	Working Budget FY 2023-24	Mid-Year Budget FY 2023-24
5600 FIXED ASSETS			960,000	960,000
<b>TOTAL EXPENDITURES</b>	<u>26,683</u>	<u>3,086</u>	<u>1,005,500</u>	<u>1,005,500</u>
<b>022706 NET COST</b>				
		<u>(3,086)</u>		
<b>022710 SHERIFF - SAFETY PERSONNEL</b>				
<b>REVENUES</b>				
4600 CHARGES FOR CURRENT SERVICES	57,862	45,000	101,000	101,000
<b>TOTAL REVENUES</b>	<u>57,862</u>	<u>45,000</u>	<u>101,000</u>	<u>101,000</u>
<b>EXPENDITURES</b>				
5000 SALARIES & BENEFITS	6,090,082	3,760,101	7,087,293	7,087,293
5100 SERVICES & SUPPLIES	2,982	828	3,500	3,500
5200 INTERNAL CHARGES	350,005	390,760	781,519	781,519
<b>TOTAL EXPENDITURES</b>	<u>6,443,069</u>	<u>4,151,689</u>	<u>7,872,312</u>	<u>7,872,312</u>
<b>022710 NET COST</b>				
	<u>(6,385,207)</u>	<u>(4,106,689)</u>	<u>(7,771,312)</u>	<u>(7,771,312)</u>
<b>056605 DNA</b>				
<b>REVENUES</b>				
4200 FINES & FORFEITURES			10,000	10,000
<b>TOTAL REVENUES</b>			<u>10,000</u>	<u>10,000</u>
<b>EXPENDITURES</b>				
5100 SERVICES & SUPPLIES		2,062	10,000	10,000
<b>TOTAL EXPENDITURES</b>		<u>2,062</u>	<u>10,000</u>	<u>10,000</u>
<b>056605 NET COST</b>				
		<u>(2,062)</u>		
<b>056610 RAN</b>				
<b>REVENUES</b>				
4200 FINES & FORFEITURES	10,985	578	117,250	117,250
<b>TOTAL REVENUES</b>	<u>10,985</u>	<u>578</u>	<u>117,250</u>	<u>117,250</u>
<b>EXPENDITURES</b>				
5100 SERVICES & SUPPLIES	15,010	3,706	45,450	46,028
5600 FIXED ASSETS			71,800	71,222
<b>TOTAL EXPENDITURES</b>	<u>15,010</u>	<u>3,706</u>	<u>117,250</u>	<u>117,250</u>
<b>056610 NET COST</b>				
	<u>(4,025)</u>	<u>(3,128)</u>		

# COUNTY OF INYO

## BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2023      RUN DATE: 02/13/2024

	Prior Actuals FY 2022-23	YTD Actuals FY 2023-24	Working Budget FY 2023-24	Mid-Year Budget FY 2023-24
<b>SHERIFF NET COST</b>	(8,244,260)	(5,432,169)	(9,617,153)	(9,617,153)
<b>SHERIFF NET COST</b>	(12,899,149)	(8,455,209)	(14,338,066)	(14,338,066)
<b>TREASURER</b>				
<b>TREASURER/TAX COLLECTOR</b>				
<b>010500 TTC GENERAL</b>				
<b>REVENUES</b>				
4600 CHARGES FOR CURRENT SERVICES	500,967	281,872	689,666	689,666
4800 OTHER FINANCING SOURCES			28,000	28,000
4900 OTHER REVENUE	56,703	11,500	6,280	6,280
<b>TOTAL REVENUES</b>	<b>557,670</b>	<b>293,372</b>	<b>723,946</b>	<b>723,946</b>
<b>EXPENDITURES</b>				
5000 SALARIES & BENEFITS	665,744	367,813	862,810	862,810
5100 SERVICES & SUPPLIES	98,590	59,188	333,379	333,379
5200 INTERNAL CHARGES	46,446	23,358	65,838	65,838
<b>TOTAL EXPENDITURES</b>	<b>810,780</b>	<b>450,359</b>	<b>1,262,027</b>	<b>1,262,027</b>
<b>010500 NET COST</b>	<b>(253,110)</b>	<b>(156,987)</b>	<b>(538,081)</b>	<b>(538,081)</b>
<b>TREASURER/TAX COLLECTOR NET COST</b>	<b>(253,110)</b>	<b>(156,987)</b>	<b>(538,081)</b>	<b>(538,081)</b>
<b>TREASURER NET COST</b>	<b>(253,110)</b>	<b>(156,987)</b>	<b>(538,081)</b>	<b>(538,081)</b>
<b>TRIAL COURT</b>				
<b>GRAND JURY</b>				
<b>022000 GRAND JURY</b>				
<b>EXPENDITURES</b>				
5100 SERVICES & SUPPLIES	16,562	8,496	24,310	24,110
5200 INTERNAL CHARGES	242	109	50	250
<b>TOTAL EXPENDITURES</b>	<b>16,804</b>	<b>8,605</b>	<b>24,360</b>	<b>24,360</b>
<b>022000 NET COST</b>	<b>(16,804)</b>	<b>(8,605)</b>	<b>(24,360)</b>	<b>(24,360)</b>
<b>GRAND JURY NET COST</b>	<b>(16,804)</b>	<b>(8,605)</b>	<b>(24,360)</b>	<b>(24,360)</b>
<b>TRIAL COURT NET COST</b>	<b>(16,804)</b>	<b>(8,605)</b>	<b>(24,360)</b>	<b>(24,360)</b>
<b>TOTAL NET COST</b>	<b>(918,073)</b>	<b>(11,994,060)</b>	<b>(7,265,841)</b>	<b>(7,265,841)</b>

ATTACHMENT B

County of Inyo

BUD023 - Income Statement - Non-General Fund  
Mid-Year FY 2023-24

Run Date: 02/09/2024

	% of Budget	Mid-Year Budget	Actual as of 12/31/23	% of Actual to Budget	YTD as of 12/31/22
<b>REVENUES BY TYPE</b>					
TAXES - PROPERTY	0.1%	83,703	7,474	8.9%	8,621
TAXES - SALES	2.9%	1,730,829	784,423	45.3%	548,940
LICENSES & PERMITS	0.9%	535,000	128,924	24.0%	144,556
FINES & FORFEITURES	0.0%	5,000	2,263	45.2%	3,480
RENTS & LEASES	0.6%	390,191	210,375	53.9%	182,033
REV USE OF MONEY & PROPERTY	0.5%	311,658	249,715	80.1%	97,748
AID FROM OTHER GOVT AGENCIES	55.9%	33,165,506	12,856,830	38.7%	13,340,016
CHARGES FOR CURRENT SERVICES	22.8%	13,546,625	5,418,756	40.0%	5,064,415
OTHER FINANCING SOURCES	15.8%	9,405,307	275,063	2.9%	242,389
OTHER REVENUE	0.2%	148,757	22,283	14.9%	16,928
<b>Total Revenues by Type</b>	<b>100.0%</b>	<b>59,322,576</b>	<b>19,956,111</b>	<b>33.6%</b>	<b>19,649,130</b>
<b>EXPENDITURES BY OBJECT CATEGORY</b>					
SALARIES & BENEFITS	22.0%	16,279,678	7,277,675	44.7%	6,910,508
SERVICES & SUPPLIES	31.4%	23,257,948	8,777,898	37.7%	6,419,138
INTERNAL CHARGES	9.5%	7,031,985	1,683,013	23.9%	1,205,778
OTHER CHARGES	0.9%	706,904	94,701	13.3%	212,884
DEBT SERVICE PRINCIPAL	0.5%	389,443	195,838	50.2%	180,846
DEBT SERVICE INTEREST	0.1%	140,284	72,522	51.6%	81,389
FIXED ASSETS	24.6%	18,208,797	6,575,079	36.1%	2,535,197
OTHER FINANCING USES	10.2%	7,569,387	2,269,814	29.9%	2,038,601
RESERVES	0.4%	350,000			
<b>Total Expenditures</b>	<b>100.0%</b>	<b>73,934,426</b>	<b>26,946,542</b>	<b>36.4%</b>	<b>19,584,345</b>
<b>Change in Fund Balance</b>		<b>(14,611,850)</b>	<b>(6,990,431)</b>	<b>47.8%</b>	<b>64,785</b>

BUD023 - Income Statement - Non-General Fund  
Mid-Year FY 2023-24

Run Date: 02/09/2024

	% of Budget	Mid-Year Budget	Actual as of 12/31/23	% of Actual to Budget	YTD as of 12/31/22
<b>EXPENDITURES BY DEPARTMENT</b>					
<b>AGRICULTURAL COMMISSIONER</b>					
CANNABIS REGULATION-GENERAL OP	0.2%	179,547	41,616	23.1%	135,322
ES WEED MANAGEMENT GRANT	0.2%	194,664	89,424	45.9%	56,272
INYO MOSQUITO ABATEMENT	0.9%	675,521	280,591	41.5%	227,084
<b>AUDITOR - CONTROLLER</b>					
AC-CALPERS REFUNDING SF	0.5%	409,950	206,345	50.3%	200,220
AUDITOR CONTROLLER - GEN RESV					
AUDITOR CONTROLLER GEOTHERMAL	0.1%	128,800			
AUDITOR-CONTROLLER - ECON STAB					
IFAS UPGRADE	0.2%	171,786	96,786	56.3%	12,712
PILT TRUST	3.0%	2,269,814	2,269,814	100.0%	2,038,598
<b>CAO CULTURAL SERVICES</b>					
CALIFORNIA MUSEUM GRNT 2022	0.1%	120,000			
<b>CHILD SUPPORT SERVICES</b>					
CHILD SUPPORT SERVICES	1.9%	1,428,230	676,389	47.3%	637,456
<b>COUNTY ADMINISTRATIVE OFFICER</b>					
ABATEMENT	0.0%	30,000			
AMERICAN RESCUE PLAN ACT-2021	1.5%	1,165,000			6,400
CAO - ACO	0.7%	521,839	3,839	0.7%	3,849
CAO-GENERAL RELIEF FUND	0.1%	129,295	7,911	6.1%	15,685
CO- RADIO COMMUNICATION FUND	0.3%	264,477			
COMPUTER SYSTEMS FUND	0.2%	148,250			
COMPUTER UPGRADE	1.2%	919,213	245,408	26.6%	63,900
CONSOLIDATED OFFICE BUILDING	1.4%	1,076,007	332,910	30.9%	319,867
COUNTY LIABILITY TRUST	3.1%	2,363,398	1,350,982	57.1%	980,924
EMERGENCY PREPAREDNESS 22-23	0.1%	92,180	10,447	11.3%	37,265
EMERGENCY PREPAREDNESS 23-24	0.3%	257,512	83,159	32.2%	
FISH & GAME	0.0%	7,760	1,104	14.2%	1,275
GENERAL FUND BALANCE STAB TRUST					
GREAT BASIN APC GRANT	0.9%	675,159			
HOMELAND SECURITY 20-21	0.0%	20,933	670	3.2%	
HOMELAND SECURITY 21-22	0.0%	72,412			15,907
HOMELAND SECURITY 22-23	0.0%	46,903	18,462	39.3%	
HOMELAND SECURITY 23-24	0.1%	93,103			
IMBC-INYO MONO BROADBAND	0.2%	196,632	89,087	45.3%	
LATA-LOCAL AGENCY TECH ASST	0.7%	521,264			
LATCF					
MEDICAL MALPRACTICE TRUST	0.2%	196,207	98,792	50.3%	80,464
MOTOR POOL OPERATING	4.2%	3,152,901	1,923,771	61.0%	969,719
MOTOR POOL REPLACEMENT	2.0%	1,540,000	57,029	3.7%	
NATURAL RESOURCE DEVELOPMENT	0.2%	153,077	37,576	24.5%	2,500
PROPERTY TAX UPGRADE	0.2%	176,666	3,416	1.9%	8,000
PURCHASING REVOLVING	0.2%	175,000	5,327	3.0%	44,097
WORKERS COMPENSATION TRUST	3.0%	2,260,739	1,900,493	84.0%	1,288,934
<b>COUNTY CLERK</b>					
RECORDERS MICROGRAPHIC/SYSTEM	0.3%	247,425	36,025	14.5%	31,322
<b>DISTRICT ATTORNEY</b>					

BUD023 - Income Statement - Non-General Fund  
Mid-Year FY 2023-24

Run Date: 02/09/2024

	% of Budget	Mid-Year Budget	Actual as of 12/31/23	% of Actual to Budget	YTD as of 12/31/22
OES-VWAC 22-23	0.1%	88,195	64,567	73.2%	67,029
OES-VWAC 23-24	0.2%	208,608	53,862	25.8%	
<b>FARM ADVISOR</b>					
LEASE RENTAL	0.0%	6,000			
RANGE IMPROVEMENT	0.0%	6,000			
<b>HEALTH &amp; HUMAN SERVICES</b>					
CA HOME VISTING PROGRAMC	0.3%	295,070	40,042	13.5%	
CalAIM-PATH JUSTICE INVOLVED	0.0%	73,468			
CBCAP	0.1%	84,579	16,407	19.3%	9,154
COC - CONTINUUM OF CARE	0.8%	620,422	91,158	14.6%	36,420
DRINKING DRIVER PROGRAM	0.2%	170,506	71,764	42.0%	72,434
ELC-2 ENHANCED LAB CAPICITY	0.8%	643,489	249,158	38.7%	451,330
ESAAA	4.3%	3,192,593	986,371	30.8%	830,395
FIRST FIVE COMMISSION	0.8%	596,508	227,685	38.1%	228,927
FIRST PROGRAM	0.7%	527,972	243,192	46.0%	207,715
MATERNAL CHILD HEALTH 23-24	0.4%	356,027	115,354	32.4%	
SUBSTANCE USE DISORDERS	1.3%	1,021,098	408,395	40.0%	322,169
TOBACCO TAX GRANT 22-25	0.5%	374,711	127,589	34.0%	123,842
WOMEN INFANTS & CHILDREN 22-23	0.1%	102,660	94,570	92.1%	89,946
WOMEN INFANTS & CHILDREN 23-24	0.4%	363,481	123,467	33.9%	
WORK INVESTMENT ACT 23-24	0.2%	171,082	5,174	3.0%	
<b>PLANNING</b>					
YUCCA MOUNTAIN OVERSIGHT	0.3%	264,572	177,706	67.1%	25,502
<b>PROBATION</b>					
CRIMINAL JUSTICE-REALIGNMENT	3.8%	2,871,894	94,433	3.2%	81,499
PROP 64 PUBLIC HEALTH & SAFEY	0.6%	485,004	46,229	9.5%	1,940
<b>PUBLIC WORKS</b>					
BIG PINE LIGHTING	0.0%	39,994	11,435	28.5%	6,455
BISHOP AIR ENVIR ASSESSMENT	0.0%	62,509	25,556	40.8%	2,666
BISHOP AIR REHAB RUNWAY 12-30					
BISHOP AIRPORT	4.7%	3,539,395	1,052,709	29.7%	1,292,939
BISHOP AIRPORT - SPECIAL	0.0%	10,000	4,169	41.6%	4,310
BISHOP AIRPORT IMPROVE-PRJ	0.0%	52,000			
BISHOP AIRPRT COMM SER TERMINA	0.1%	99,432			
CAPITAL IMPV-WATER SYSTEM					
CLEAN CA DIAZ LAKE	2.0%	1,475,000			
COUNTY SERVICE AREA #2	0.2%	172,583	53,621	31.0%	5,452
INDEPENDENCE AIRPORT	0.1%	137,445	4,949	3.6%	26,814
INDEPENDENCE AIRPORT - SPECIAL	0.0%	10,100	1,775	17.5%	1,681
INDEPENDENCE LIGHTING	0.0%	29,717	6,144	20.6%	12,399
LONE PINE LIGHTING	0.0%	53,530	11,778	22.0%	8,378
LONE PINE/DEATH VALLEY AIR-SP	0.0%	10,150	2,884	28.4%	6,702
LONE PINE/DEATH VALLEY AIRPORT	0.2%	156,053	61,815	39.6%	29,706
LP/DV AIRPORT IMPROVEMENT	0.2%	200,061	5,112	2.5%	
PARKS REHAB & DEVELOPMENT TRST					
PER CAPITA GRANT-PROP 68	0.1%	130,880			79,325
PUBLIC WORKS - DEFERRED MAINT	4.4%	3,264,488	955,330	29.2%	165,300
RECYCLING & WASTE CAPITAL IMPR	0.5%	387,000			
RECYCLING & WASTE MGMT	7.8%	5,776,640	2,032,370	35.1%	1,719,871

**County of Inyo**

BUD023 - Income Statement - Non-General Fund  
Mid-Year FY 2023-24

Run Date: 02/09/2024

	% of Budget	Mid-Year Budget	Actual as of 12/31/23	% of Actual to Budget	YTD as of 12/31/22
ROAD	16.4%	12,190,105	6,352,256	52.1%	5,037,889
ROAD PROJECTS - STATE FUNDED	9.4%	6,990,746	1,748,445	25.0%	93,335
SHOSHONE AIRPORT - SPECIAL	0.0%	10,000	560	5.6%	575
TECOPA LAGOON PHASE 2	0.2%	208,391			
TRANSPORTATION & PLANNING TRST	0.7%	574,596	231,986	40.3%	338,266
WATER SYSTEMS	0.9%	683,449	209,037	30.5%	177,637
<b>SHERIFF</b>					
CALMET TASK FORCE	0.2%	184,862	69,053	37.3%	37,016
ILLEGAL CANNABIS SUPPRESSION	0.0%	20,000			
OFF HWY VEHICLE GRANT 23-24	0.0%	12,887			
<b>WATER</b>					
OWENS RIVER WATER TRAIL GRANT	0.6%	500,032			
SALT CEDAR PROJECT	0.1%	89,036	41,376	46.4%	33,919
WATER DEPARTMENT	3.0%	2,257,742	959,655	42.5%	777,611
	100.0%	73,934,426	26,946,542	36.4%	19,584,345



# COUNTY OF INYO

## BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2023      RUN DATE: 02/09/2024

	Prior Actuals FY 2022-23	YTD Actuals FY 2023-24	Working Budget FY 2023-24	Mid-Year Budget FY 2023-24
<b>AGRICULTURAL COMMISSIONER</b>				
<b>AG COMM/SEALER</b>				
<b>023301 CANNABIS REGULATION-GENERAL OP</b>				
<b>REVENUES</b>				
4600 CHARGES FOR CURRENT SERVICES	199,839	8,614	180,666	180,666
<b>TOTAL REVENUES</b>	<b>199,839</b>	<b>8,614</b>	<b>180,666</b>	<b>180,666</b>
<b>EXPENDITURES</b>				
5000 SALARIES & BENEFITS	133,616	13,427	110,151	110,151
5100 SERVICES & SUPPLIES	13,690	2,584	9,473	9,473
5200 INTERNAL CHARGES	45,216	25,605	59,923	59,923
<b>TOTAL EXPENDITURES</b>	<b>192,522</b>	<b>41,616</b>	<b>179,547</b>	<b>179,547</b>
<b>023301 NET COST</b>	<b>7,317</b>	<b>(33,002)</b>	<b>1,119</b>	<b>1,119</b>
<b>621300 ES WEED MANAGEMENT GRANT</b>				
<b>REVENUES</b>				
4350 REV USE OF MONEY & PROPERTY	222	681		681
4400 AID FROM OTHER GOVT AGENCIES	176,955		92,420	92,420
4600 CHARGES FOR CURRENT SERVICES	24,279	24,500	27,500	27,500
4800 OTHER FINANCING SOURCES	93,000			
4900 OTHER REVENUE	22,200			
<b>TOTAL REVENUES</b>	<b>316,656</b>	<b>25,181</b>	<b>119,920</b>	<b>120,601</b>
<b>EXPENDITURES</b>				
5000 SALARIES & BENEFITS	49,041	69,157	150,014	150,014
5100 SERVICES & SUPPLIES	3,826	4,125	13,585	12,377
5200 INTERNAL CHARGES	25,025	16,143	31,065	32,273
<b>TOTAL EXPENDITURES</b>	<b>77,892</b>	<b>89,425</b>	<b>194,664</b>	<b>194,664</b>
<b>621300 NET COST</b>	<b>238,764</b>	<b>(64,244)</b>	<b>(74,744)</b>	<b>(74,063)</b>
<b>AG COMM/SEALER NET COST</b>	<b>246,081</b>	<b>(97,246)</b>	<b>(73,625)</b>	<b>(72,944)</b>
<b>MOSQUITO CONTROL</b>				
<b>154101 INYO MOSQUITO ABATEMENT</b>				
<b>REVENUES</b>				
4350 REV USE OF MONEY & PROPERTY	1,885	535	350	535
4400 AID FROM OTHER GOVT AGENCIES	24,211	23,460	832,000	82,000
4600 CHARGES FOR CURRENT SERVICES	494,191	70,189	505,889	505,889
4900 OTHER REVENUE	5,076			
<b>TOTAL REVENUES</b>	<b>525,363</b>	<b>94,184</b>	<b>1,338,239</b>	<b>588,424</b>
<b>EXPENDITURES</b>				



**COUNTY OF INYO**

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2023      RUN DATE: 02/09/2024

	Prior Actuals FY 2022-23	YTD Actuals FY 2023-24	Working Budget FY 2023-24	Mid-Year Budget FY 2023-24
<b>010406 NET COST</b>	109,040	43,746	(128,800)	(128,800)
<b>010407 AUDITOR-CONTROLLER - ECON STAB</b>				
<b>REVENUES</b>				
4350 REV USE OF MONEY & PROPERTY	43,614	17,275	30,000	30,000
4800 OTHER FINANCING SOURCES			500,000	500,000
<b>TOTAL REVENUES</b>	<b>43,614</b>	<b>17,275</b>	<b>530,000</b>	<b>530,000</b>
<b>EXPENDITURES</b>				
<b>TOTAL EXPENDITURES</b>				
<b>010407 NET COST</b>	43,614	17,275	530,000	530,000
<b>500458 PILT TRUST</b>				
<b>REVENUES</b>				
4400 AID FROM OTHER GOVT AGENCIES	2,269,814			
<b>TOTAL REVENUES</b>	<b>2,269,814</b>			
<b>EXPENDITURES</b>				
5800 OTHER FINANCING USES	2,038,598	2,269,814	2,269,814	2,269,814
<b>TOTAL EXPENDITURES</b>	<b>2,038,598</b>	<b>2,269,814</b>	<b>2,269,814</b>	<b>2,269,814</b>
<b>500458 NET COST</b>	231,216	(2,269,814)	(2,269,814)	(2,269,814)
<b>AUDITOR-CONTROLLER NET COST</b>	<b>2,138,206</b>	<b>(2,181,768)</b>	<b>(1,838,614)</b>	<b>(1,838,614)</b>
<b>INFORMATION SERVICES</b>				
<b>011806 IFAS UPGRADE</b>				
<b>EXPENDITURES</b>				
5100 SERVICES & SUPPLIES	9,639	361	75,361	75,361
5600 FIXED ASSETS	46,434	96,425	96,425	96,425
<b>TOTAL EXPENDITURES</b>	<b>56,073</b>	<b>96,786</b>	<b>171,786</b>	<b>171,786</b>
<b>011806 NET COST</b>	(56,073)	(96,786)	(171,786)	(171,786)
<b>INFORMATION SERVICES NET COST</b>	<b>(56,073)</b>	<b>(96,786)</b>	<b>(171,786)</b>	<b>(171,786)</b>
<b>AUDITOR - CONTROLLER NET COST</b>	<b>2,082,133</b>	<b>(2,278,554)</b>	<b>(2,010,400)</b>	<b>(2,010,400)</b>
<b>COUNTY ADMINISTRATIVE OFFICER</b>				
<b>AUDITOR-CONTROLLER</b>				
<b>011804 PROPERTY TAX UPGRADE</b>				

# COUNTY OF INYO

## BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2023      RUN DATE: 02/09/2024

	Prior Actuals FY 2022-23	YTD Actuals FY 2023-24	Working Budget FY 2023-24	Mid-Year Budget FY 2023-24
<b>REVENUES</b>				
<b>TOTAL REVENUES</b>	<hr/>			
<b>EXPENDITURES</b>				
5100 SERVICES & SUPPLIES	55,244	3,416	176,666	176,666
<b>TOTAL EXPENDITURES</b>	<hr/>			
<b>011804 NET COST</b>	(55,244)	(3,416)	(176,666)	(176,666)
<b>AUDITOR-CONTROLLER NET COST</b>	(55,244)	(3,416)	(176,666)	(176,666)
<b>COUNTY ADMINISTRATIVE OFFICER</b>				
<b>010201 CAO - ACO</b>				
<b>REVENUES</b>				
4800 OTHER FINANCING SOURCES	1,345,558			
<b>TOTAL REVENUES</b>	<hr/>			
<b>EXPENDITURES</b>				
5200 INTERNAL CHARGES	8,032			
5600 FIXED ASSETS		3,839	3,839	3,839
5800 OTHER FINANCING USES	266,462		518,000	518,000
<b>TOTAL EXPENDITURES</b>	<hr/>			
<b>010201 NET COST</b>	1,071,064	(3,839)	(521,839)	(521,839)
<b>010204 NATURAL RESOURCE DEVELOPMENT</b>				
<b>REVENUES</b>				
<b>TOTAL REVENUES</b>	<hr/>			
<b>EXPENDITURES</b>				
5100 SERVICES & SUPPLIES	4,063	37,577	153,077	153,077
<b>TOTAL EXPENDITURES</b>	<hr/>			
<b>010204 NET COST</b>	(4,063)	(37,577)	(153,077)	(153,077)
<b>010403 ABATEMENT</b>				
<b>REVENUES</b>				
4800 OTHER FINANCING SOURCES	30,000			
<b>TOTAL REVENUES</b>	<hr/>			
<b>EXPENDITURES</b>				
5100 SERVICES & SUPPLIES			30,000	30,000

# COUNTY OF INYO

## BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2023      RUN DATE: 02/09/2024

	Prior Actuals FY 2022-23	YTD Actuals FY 2023-24	Working Budget FY 2023-24	Mid-Year Budget FY 2023-24
<b>TOTAL EXPENDITURES</b>			30,000	30,000
<b>010403 NET COST</b>	30,000		(30,000)	(30,000)
<b>011809 CONSOLIDATED OFFICE BUILDING</b>				
<b>REVENUES</b>				
4600 CHARGES FOR CURRENT SERVICES	341,408	84,110	351,762	351,762
4800 OTHER FINANCING SOURCES	216,011	51,183	420,872	420,872
<b>TOTAL REVENUES</b>	<b>557,419</b>	<b>135,293</b>	<b>772,634</b>	<b>772,634</b>
<b>EXPENDITURES</b>				
5000 SALARIES & BENEFITS	72,061	36,319	83,004	83,004
5100 SERVICES & SUPPLIES	527,087	294,749	989,319	989,319
5200 INTERNAL CHARGES	1,809	1,843	3,684	3,684
<b>TOTAL EXPENDITURES</b>	<b>600,957</b>	<b>332,911</b>	<b>1,076,007</b>	<b>1,076,007</b>
<b>011809 NET COST</b>	(43,538)	(197,618)	(303,373)	(303,373)
<b>024200 FISH &amp; GAME</b>				
<b>REVENUES</b>				
4200 FINES & FORFEITURES	5,366	2,264	5,000	5,000
<b>TOTAL REVENUES</b>	<b>5,366</b>	<b>2,264</b>	<b>5,000</b>	<b>5,000</b>
<b>EXPENDITURES</b>				
5100 SERVICES & SUPPLIES	7,667	1,105	7,760	7,760
<b>TOTAL EXPENDITURES</b>	<b>7,667</b>	<b>1,105</b>	<b>7,760</b>	<b>7,760</b>
<b>024200 NET COST</b>	(2,301)	1,159	(2,760)	(2,760)
<b>501501 GENRAL FUND BALANCE STAB TRUST</b>				
<b>REVENUES</b>				
4350 REV USE OF MONEY & PROPERTY	6,987	28		
<b>TOTAL REVENUES</b>	<b>6,987</b>	<b>28</b>		
<b>EXPENDITURES</b>				
5800 OTHER FINANCING USES	825,936			
<b>TOTAL EXPENDITURES</b>	<b>825,936</b>			
<b>501501 NET COST</b>	(818,949)	28		
<b>610189 GREAT BASIN APC GRANT</b>				
<b>REVENUES</b>				

# COUNTY OF INYO

## BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2023      RUN DATE: 02/09/2024

	Prior Actuals FY 2022-23	YTD Actuals FY 2023-24	Working Budget FY 2023-24	Mid-Year Budget FY 2023-24
4350 REV USE OF MONEY & PROPERTY	8,235	2,894		
<b>TOTAL REVENUES</b>	<u>8,235</u>	<u>2,894</u>		
<b>EXPENDITURES</b>				
5800 OTHER FINANCING USES	90,304		675,159	675,159
<b>TOTAL EXPENDITURES</b>	<u>90,304</u>		<u>675,159</u>	<u>675,159</u>
<b>610189 NET COST</b>	<u>(82,069)</u>	<u>2,894</u>	<u>(675,159)</u>	<u>(675,159)</u>
<b>612200 LATA-LOCAL AGENCY TECH ASST</b>				
<b>REVENUES</b>				
4400 AID FROM OTHER GOVT AGENCIES	8,735		521,264	521,264
<b>TOTAL REVENUES</b>	<u>8,735</u>		<u>521,264</u>	<u>521,264</u>
<b>EXPENDITURES</b>				
5100 SERVICES & SUPPLIES			502,764	502,764
5200 INTERNAL CHARGES			2,500	2,500
5800 OTHER FINANCING USES			16,000	16,000
<b>TOTAL EXPENDITURES</b>			<u>521,264</u>	<u>521,264</u>
<b>612200 NET COST</b>	<u>8,735</u>			
<b>612300 IMBC-INYO MONO BROADBAND</b>				
<b>REVENUES</b>				
4400 AID FROM OTHER GOVT AGENCIES			196,632	196,632
<b>TOTAL REVENUES</b>			<u>196,632</u>	<u>196,632</u>
<b>EXPENDITURES</b>				
5000 SALARIES & BENEFITS	75,526	86,501	189,329	189,329
5100 SERVICES & SUPPLIES	140	234	2,600	2,600
5200 INTERNAL CHARGES		2,352	4,703	4,703
<b>TOTAL EXPENDITURES</b>	<u>75,666</u>	<u>89,087</u>	<u>196,632</u>	<u>196,632</u>
<b>612300 NET COST</b>	<u>(75,666)</u>	<u>(89,087)</u>		
<b>640299 LATCF</b>				
<b>REVENUES</b>				
4350 REV USE OF MONEY & PROPERTY	45,286	39,645		
4400 AID FROM OTHER GOVT AGENCIES	5,691,000	5,691,000		
<b>TOTAL REVENUES</b>	<u>5,736,286</u>	<u>5,730,645</u>		
<b>EXPENDITURES</b>				
5500 OTHER CHARGES	113,820			

# COUNTY OF INYO

## BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2023      RUN DATE: 02/09/2024

	Prior Actuals FY 2022-23	YTD Actuals FY 2023-24	Working Budget FY 2023-24	Mid-Year Budget FY 2023-24
<b>TOTAL EXPENDITURES</b>	113,820			
<b>640299 NET COST</b>	5,622,466	5,730,645		
<b>650200 AMERICAN RESCUE PLAN ACT-2021</b>				
<b>REVENUES</b>				
4350 REV USE OF MONEY & PROPERTY	37,337	14,847		
4400 AID FROM OTHER GOVT AGENCIES	3,200			
<b>TOTAL REVENUES</b>	40,537	14,847		
<b>EXPENDITURES</b>				
5100 SERVICES & SUPPLIES	31,400		750,000	750,000
5800 OTHER FINANCING USES			415,000	415,000
<b>TOTAL EXPENDITURES</b>	31,400		1,165,000	1,165,000
<b>650200 NET COST</b>	9,137	14,847	(1,165,000)	(1,165,000)
<b>COUNTY ADMINISTRATIVE OFFICER NET COST</b>	5,714,816	5,421,452	(2,851,208)	(2,851,208)
<b>INFORMATION SERVICES</b>				
<b>011808 COMPUTER UPGRADE</b>				
<b>REVENUES</b>				
4600 CHARGES FOR CURRENT SERVICES	522,603	269,576	600,000	600,000
<b>TOTAL REVENUES</b>	522,603	269,576	600,000	600,000
<b>EXPENDITURES</b>				
5100 SERVICES & SUPPLIES	391,428	218,343	722,648	722,648
5600 FIXED ASSETS	13,364	27,065	196,565	196,565
<b>TOTAL EXPENDITURES</b>	404,792	245,408	919,213	919,213
<b>011808 NET COST</b>	117,811	24,168	(319,213)	(319,213)
<b>011810 CO- RADIO COMMUNICATION FUND</b>				
<b>REVENUES</b>				
4800 OTHER FINANCING SOURCES			332,493	332,493
<b>TOTAL REVENUES</b>			332,493	332,493
<b>EXPENDITURES</b>				
5100 SERVICES & SUPPLIES			214,477	214,477
5600 FIXED ASSETS			50,000	50,000
<b>TOTAL EXPENDITURES</b>			264,477	264,477

# COUNTY OF INYO

## BUD020 - MID-YEAR BUDGET REVIEW

**AS OF DATE:** 12/31/2023      **RUN DATE:** 02/09/2024

	Prior Actuals FY 2022-23	YTD Actuals FY 2023-24	Working Budget FY 2023-24	Mid-Year Budget FY 2023-24
<b>011810 NET COST</b>			68,016	68,016
<b>699900 COMPUTER SYSTEMS FUND</b>				
<b>REVENUES</b>				
4800 OTHER FINANCING SOURCES	300,000			
<b>TOTAL REVENUES</b>	<b>300,000</b>			
<b>EXPENDITURES</b>				
5800 OTHER FINANCING USES			148,250	148,250
<b>TOTAL EXPENDITURES</b>			<b>148,250</b>	<b>148,250</b>
<b>699900 NET COST</b>	300,000		(148,250)	(148,250)
<b>INFORMATION SERVICES NET COST</b>	417,811	24,168	(399,447)	(399,447)
<b>MOTOR POOL</b>				
<b>200100 MOTOR POOL OPERATING</b>				
<b>REVENUES</b>				
4350 REV USE OF MONEY & PROPERTY	3,536	1,414	3,000	3,000
4600 CHARGES FOR CURRENT SERVICES	1,802,116	568,725	1,600,000	1,600,000
4800 OTHER FINANCING SOURCES			1,065,000	1,407,000
<b>TOTAL REVENUES</b>	<b>1,805,652</b>	<b>570,139</b>	<b>2,668,000</b>	<b>3,010,000</b>
<b>EXPENDITURES</b>				
5000 SALARIES & BENEFITS	271,028	150,773	334,119	325,110
5100 SERVICES & SUPPLIES	1,508,492	1,005,729	1,641,186	1,650,195
5200 INTERNAL CHARGES	95,517	59,453	127,596	127,596
5600 FIXED ASSETS		707,817	708,000	1,050,000
<b>TOTAL EXPENDITURES</b>	<b>1,875,037</b>	<b>1,923,772</b>	<b>2,810,901</b>	<b>3,152,901</b>
<b>200100 NET COST</b>	(69,385)	(1,353,633)	(142,901)	(142,901)
<b>200200 MOTOR POOL REPLACEMENT</b>				
<b>REVENUES</b>				
4350 REV USE OF MONEY & PROPERTY	14,891	6,913	2,400	6,913
4600 CHARGES FOR CURRENT SERVICES	209,406	143,376	320,000	320,000
4900 OTHER REVENUE	152,030		140,000	68,000
<b>TOTAL REVENUES</b>	<b>376,327</b>	<b>150,289</b>	<b>462,400</b>	<b>394,913</b>
<b>EXPENDITURES</b>				
5600 FIXED ASSETS		57,030		133,000
5800 OTHER FINANCING USES			1,065,000	1,407,000



# COUNTY OF INYO

## BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2023      RUN DATE: 02/09/2024

	Prior Actuals FY 2022-23	YTD Actuals FY 2023-24	Working Budget FY 2023-24	Mid-Year Budget FY 2023-24
<b>TOTAL EXPENDITURES</b>		57,030	1,065,000	1,540,000
<b>200200 NET COST</b>	376,327	93,259	(602,600)	(1,145,087)
<b>MOTOR POOL NET COST</b>	306,942	(1,260,374)	(745,501)	(1,287,988)
<b>OFFICE OF DISASTER SERVICES</b>				
<b>010205 CAO-GENERAL RELIEF FUND</b>				
<b>REVENUES</b>				
4400 AID FROM OTHER GOVT AGENCIES	35,037		39,761	
<b>TOTAL REVENUES</b>	35,037		39,761	
<b>EXPENDITURES</b>				
5100 SERVICES & SUPPLIES	25,814	7,911	91,795	91,795
5600 FIXED ASSETS	39,705		52,582	
5800 OTHER FINANCING USES	3		37,500	37,500
<b>TOTAL EXPENDITURES</b>	65,522	7,911	181,877	129,295
<b>010205 NET COST</b>	(30,485)	(7,911)	(142,116)	(129,295)
<b>623720 HOMELAND SECURITY 20-21</b>				
<b>REVENUES</b>				
4400 AID FROM OTHER GOVT AGENCIES	60,641	1,340	20,687	20,933
<b>TOTAL REVENUES</b>	60,641	1,340	20,687	20,933
<b>EXPENDITURES</b>				
5100 SERVICES & SUPPLIES			19,347	19,593
5200 INTERNAL CHARGES		670	1,340	1,340
<b>TOTAL EXPENDITURES</b>		670	20,687	20,933
<b>623720 NET COST</b>	60,641	670		
<b>623721 HOMELAND SECURITY 21-22</b>				
<b>REVENUES</b>				
4400 AID FROM OTHER GOVT AGENCIES	14,254		72,412	72,412
<b>TOTAL REVENUES</b>	14,254		72,412	72,412
<b>EXPENDITURES</b>				
5100 SERVICES & SUPPLIES	16,202		72,412	72,412
5200 INTERNAL CHARGES	4,664			
<b>TOTAL EXPENDITURES</b>	20,866		72,412	72,412

# COUNTY OF INYO

## BUD020 - MID-YEAR BUDGET REVIEW

**AS OF DATE:** 12/31/2023      **RUN DATE:** 02/09/2024

	Prior Actuals FY 2022-23	YTD Actuals FY 2023-24	Working Budget FY 2023-24	Mid-Year Budget FY 2023-24
<b>623721 NET COST</b>	(6,612)			
<b>623722 HOMELAND SECURITY 22-23</b>				
<b>REVENUES</b>				
4400 AID FROM OTHER GOVT AGENCIES	46,200		46,903	46,903
<b>TOTAL REVENUES</b>	<b>46,200</b>		<b>46,903</b>	<b>46,903</b>
<b>EXPENDITURES</b>				
5100 SERVICES & SUPPLIES	44,000	17,235	44,448	44,448
5200 INTERNAL CHARGES		1,227	2,455	2,455
<b>TOTAL EXPENDITURES</b>	<b>44,000</b>	<b>18,462</b>	<b>46,903</b>	<b>46,903</b>
<b>623722 NET COST</b>	2,200	(18,462)		
<b>623723 HOMELAND SECURITY 23-24</b>				
<b>REVENUES</b>				
4400 AID FROM OTHER GOVT AGENCIES				93,103
<b>TOTAL REVENUES</b>				<b>93,103</b>
<b>EXPENDITURES</b>				
5100 SERVICES & SUPPLIES				76,448
5200 INTERNAL CHARGES				4,655
5600 FIXED ASSETS				12,000
<b>TOTAL EXPENDITURES</b>				<b>93,103</b>
<b>623723 NET COST</b>				
<b>623822 EMERGENCY PREPAREDNESS 22-23</b>				
<b>REVENUES</b>				
4400 AID FROM OTHER GOVT AGENCIES		75,819	56,738	46,090
4800 OTHER FINANCING SOURCES			56,738	46,090
<b>TOTAL REVENUES</b>		<b>75,819</b>	<b>113,476</b>	<b>92,180</b>
<b>EXPENDITURES</b>				
5000 SALARIES & BENEFITS	64,358			
5100 SERVICES & SUPPLIES	5,026	10,447	113,476	56,856
5200 INTERNAL CHARGES	9,080			
5600 FIXED ASSETS				35,324
<b>TOTAL EXPENDITURES</b>	<b>78,464</b>	<b>10,447</b>	<b>113,476</b>	<b>92,180</b>
<b>623822 NET COST</b>	(78,464)	65,372		

# COUNTY OF INYO

## BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2023      RUN DATE: 02/09/2024

	Prior Actuals FY 2022-23	YTD Actuals FY 2023-24	Working Budget FY 2023-24	Mid-Year Budget FY 2023-24
<b>623823 EMERGENCY PREPAREDNESS 23-24</b>				
<b>REVENUES</b>				
4400 AID FROM OTHER GOVT AGENCIES			129,780	128,756
4800 OTHER FINANCING SOURCES			129,780	128,756
<b>TOTAL REVENUES</b>			259,560	257,512
<b>EXPENDITURES</b>				
5000 SALARIES & BENEFITS		65,327	133,458	133,458
5100 SERVICES & SUPPLIES		12,368	56,063	53,058
5200 INTERNAL CHARGES		5,465	16,704	16,704
5600 FIXED ASSETS			42,335	43,292
5800 OTHER FINANCING USES			11,000	11,000
<b>TOTAL EXPENDITURES</b>		83,160	259,560	257,512
<b>623823 NET COST</b>		(83,160)		
<b>OFFICE OF DISASTER SERVICES NET COST</b>	(52,720)	(43,491)	(142,116)	(129,295)
<b>PURCHASING</b>				
<b>200300 PURCHASING REVOLVING</b>				
<b>REVENUES</b>				
4600 CHARGES FOR CURRENT SERVICES	95,279	6,752	175,000	175,000
<b>TOTAL REVENUES</b>	95,279	6,752	175,000	175,000
<b>EXPENDITURES</b>				
5100 SERVICES & SUPPLIES	96,544	5,328	175,000	175,000
<b>TOTAL EXPENDITURES</b>	96,544	5,328	175,000	175,000
<b>200300 NET COST</b>	(1,265)	1,424		
<b>PURCHASING NET COST</b>	(1,265)	1,424		
<b>RISK MANAGEMENT</b>				
<b>500902 WORKERS COMPENSATION TRUST</b>				
<b>REVENUES</b>				
4350 REV USE OF MONEY & PROPERTY	355	(3,106)		
4600 CHARGES FOR CURRENT SERVICES	1,487,327	1,066,211	2,132,739	2,132,739
<b>TOTAL REVENUES</b>	1,487,682	1,063,105	2,132,739	2,132,739
<b>EXPENDITURES</b>				
5100 SERVICES & SUPPLIES	1,349,886	1,891,706	2,233,164	2,233,164
5200 INTERNAL CHARGES	13,613	8,787	27,575	27,575
<b>TOTAL EXPENDITURES</b>	1,363,499	1,900,493	2,260,739	2,260,739

# COUNTY OF INYO

## BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2023      RUN DATE: 02/09/2024

	Prior Actuals FY 2022-23	YTD Actuals FY 2023-24	Working Budget FY 2023-24	Mid-Year Budget FY 2023-24
<b>500902 NET COST</b>	124,183	(837,388)	(128,000)	(128,000)
<b>500903 COUNTY LIABILITY TRUST</b>				
<b>REVENUES</b>				
4350 REV USE OF MONEY & PROPERTY	11,097	2,556		
4600 CHARGES FOR CURRENT SERVICES	1,483,709	1,029,032	2,058,491	2,058,491
4900 OTHER REVENUE	42,101			
<b>TOTAL REVENUES</b>	<b>1,536,907</b>	<b>1,031,588</b>	<b>2,058,491</b>	<b>2,058,491</b>
<b>EXPENDITURES</b>				
5100 SERVICES & SUPPLIES	1,185,311	1,341,041	2,306,529	2,306,529
5200 INTERNAL CHARGES	17,916	9,942	22,369	22,369
5800 OTHER FINANCING USES			34,500	34,500
<b>TOTAL EXPENDITURES</b>	<b>1,203,227</b>	<b>1,350,983</b>	<b>2,363,398</b>	<b>2,363,398</b>
<b>500903 NET COST</b>	<b>333,680</b>	<b>(319,395)</b>	<b>(304,907)</b>	<b>(304,907)</b>
<b>500904 MEDICAL MALPRACTICE TRUST</b>				
<b>REVENUES</b>				
4350 REV USE OF MONEY & PROPERTY	1,081	403		
4600 CHARGES FOR CURRENT SERVICES	155,283	98,103	196,207	196,207
<b>TOTAL REVENUES</b>	<b>156,364</b>	<b>98,506</b>	<b>196,207</b>	<b>196,207</b>
<b>EXPENDITURES</b>				
5100 SERVICES & SUPPLIES	114,395	98,128	194,879	194,879
5200 INTERNAL CHARGES	1,258	664	1,328	1,328
<b>TOTAL EXPENDITURES</b>	<b>115,653</b>	<b>98,792</b>	<b>196,207</b>	<b>196,207</b>
<b>500904 NET COST</b>	<b>40,711</b>	<b>(286)</b>		
<b>RISK MANAGEMENT NET COST</b>	<b>498,574</b>	<b>(1,157,069)</b>	<b>(432,907)</b>	<b>(432,907)</b>
<b>COUNTY ADMINISTRATIVE OFFICER NET COST</b>	<b>6,828,914</b>	<b>2,982,694</b>	<b>(4,747,845)</b>	<b>(5,277,511)</b>
<b>CAO CULTURAL SERVICES</b>				
<b>MUSEUM</b>				
<b>670700 CALIFORNIA MUSEUM GRNT 2022</b>				
<b>REVENUES</b>				
4400 AID FROM OTHER GOVT AGENCIES			120,000	120,000
<b>TOTAL REVENUES</b>			<b>120,000</b>	<b>120,000</b>
<b>EXPENDITURES</b>				
5100 SERVICES & SUPPLIES			120,000	120,000

# COUNTY OF INYO

## BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2023      RUN DATE: 02/09/2024

	Prior Actuals FY 2022-23	YTD Actuals FY 2023-24	Working Budget FY 2023-24	Mid-Year Budget FY 2023-24
<b>TOTAL EXPENDITURES</b>			120,000	120,000
<b>670700 NET COST</b>				
<b>MUSEUM NET COST</b>				
<b>CAO CULTURAL SERVICES NET COST</b>				

### CHILD SUPPORT SERVICES

#### CHILD SUPPORT

##### 022501 CHILD SUPPORT SERVICES

##### REVENUES

4350 REV USE OF MONEY & PROPERTY	1,830	717	854	717
4400 AID FROM OTHER GOVT AGENCIES	1,152,184	684,626	1,433,710	1,425,634
<b>TOTAL REVENUES</b>	1,154,014	685,343	1,434,564	1,426,351

##### EXPENDITURES

5000 SALARIES & BENEFITS	879,931	524,127	1,126,251	1,118,538
5100 SERVICES & SUPPLIES	189,838	111,863	180,747	186,497
5200 INTERNAL CHARGES	96,554	40,401	109,445	103,195
5800 OTHER FINANCING USES			20,000	20,000
<b>TOTAL EXPENDITURES</b>	1,166,323	676,391	1,436,443	1,428,230

<b>022501 NET COST</b>	(12,309)	8,952	(1,879)	(1,879)
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<b>CHILD SUPPORT NET COST</b>	(12,309)	8,952	(1,879)	(1,879)
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<b>CHILD SUPPORT SERVICES NET COST</b>	(12,309)	8,952	(1,879)	(1,879)
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### COUNTY CLERK

#### RECORDER

##### 023401 RECORDERS MICROGRAPHIC/SYSTEM

##### REVENUES

4350 REV USE OF MONEY & PROPERTY	1,064	316	500	1,000
4600 CHARGES FOR CURRENT SERVICES	20,890	8,069	19,000	18,006
4800 OTHER FINANCING SOURCES			201,900	201,900
4900 OTHER REVENUE	116			
<b>TOTAL REVENUES</b>	22,070	8,385	221,400	220,906

##### EXPENDITURES

5000 SALARIES & BENEFITS	4,789	424	424	424
5100 SERVICES & SUPPLIES	38,414	35,439	247,170	246,676
5200 INTERNAL CHARGES	466	162	325	325

**COUNTY OF INYO**

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2023      RUN DATE: 02/09/2024

	Prior Actuals FY 2022-23	YTD Actuals FY 2023-24	Working Budget FY 2023-24	Mid-Year Budget FY 2023-24
<b>TOTAL EXPENDITURES</b>	43,669	36,025	247,919	247,425
<b>023401 NET COST</b>	(21,599)	(27,640)	(26,519)	(26,519)
<b>RECORDER NET COST</b>	(21,599)	(27,640)	(26,519)	(26,519)
<b>COUNTY CLERK NET COST</b>	(21,599)	(27,640)	(26,519)	(26,519)

**DISTRICT ATTORNEY**

**DISTRICT ATTORNEY**

**620422 OES-VWAC 22-23**

**REVENUES**

4400 AID FROM OTHER GOVT AGENCIES	147,322		88,195	88,195
4900 OTHER REVENUE	522			
<b>TOTAL REVENUES</b>	147,844		88,195	88,195

**EXPENDITURES**

5000 SALARIES & BENEFITS	122,966	46,934	57,269	57,269
5100 SERVICES & SUPPLIES	4,468	12,815	25,887	25,887
5200 INTERNAL CHARGES	25,061	4,819	5,039	5,039
<b>TOTAL EXPENDITURES</b>	152,495	64,568	88,195	88,195

**620422 NET COST**      align="right">(4,651)      align="right">(64,568)

**620423 OES-VWAC 23-24**

**REVENUES**

4400 AID FROM OTHER GOVT AGENCIES			208,608	208,608
<b>TOTAL REVENUES</b>			208,608	208,608

**EXPENDITURES**

5000 SALARIES & BENEFITS		46,788	171,775	171,775
5100 SERVICES & SUPPLIES		2,910	21,163	21,163
5200 INTERNAL CHARGES		4,165	15,670	15,670
<b>TOTAL EXPENDITURES</b>		53,863	208,608	208,608

**620423 NET COST**      align="right">(53,863)

**DISTRICT ATTORNEY NET COST**      align="right">(4,651)      align="right">(118,431)

**DISTRICT ATTORNEY NET COST**      align="right">(4,651)      align="right">(118,431)

**FARM ADVISOR**

**FARM ADVISOR**

# COUNTY OF INYO

## BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2023      RUN DATE: 02/09/2024

	Prior Actuals FY 2022-23	YTD Actuals FY 2023-24	Working Budget FY 2023-24	Mid-Year Budget FY 2023-24
<b>024300 RANGE IMPROVEMENT</b>				
<b>REVENUES</b>				
4400 AID FROM OTHER GOVT AGENCIES	1,851			
<b>TOTAL REVENUES</b>	1,851			
<b>EXPENDITURES</b>				
5100 SERVICES & SUPPLIES			6,000	6,000
<b>TOTAL EXPENDITURES</b>			6,000	6,000
<b>024300 NET COST</b>	1,851		(6,000)	(6,000)
<b>024400 LEASE RENTAL</b>				
<b>REVENUES</b>				
4400 AID FROM OTHER GOVT AGENCIES	123			
<b>TOTAL REVENUES</b>	123			
<b>EXPENDITURES</b>				
5100 SERVICES & SUPPLIES			6,000	6,000
<b>TOTAL EXPENDITURES</b>			6,000	6,000
<b>024400 NET COST</b>	123		(6,000)	(6,000)
<b>FARM ADVISOR NET COST</b>	1,974		(12,000)	(12,000)
<b>FARM ADVISOR NET COST</b>	1,974		(12,000)	(12,000)

### HEALTH & HUMAN SERVICES

#### ESAAA

#### 683000 ESAAA

##### REVENUES

4300 RENTS & LEASES	965	369	100	369
4350 REV USE OF MONEY & PROPERTY	(8,742)	(848)	1,000	1,225
4400 AID FROM OTHER GOVT AGENCIES	1,583,498	466,077	2,740,025	2,739,531
4600 CHARGES FOR CURRENT SERVICES	39,437	15,795	55,000	55,000
4800 OTHER FINANCING SOURCES	745,272			389,756
<b>TOTAL REVENUES</b>	2,360,430	481,393	2,796,125	3,185,881

##### EXPENDITURES

5000 SALARIES & BENEFITS	1,012,982	520,025	1,160,473	1,159,439
5100 SERVICES & SUPPLIES	393,651	240,984	800,877	805,667
5200 INTERNAL CHARGES	384,181	131,883	358,793	358,793
5500 OTHER CHARGES	278,350	60,000	527,088	518,404
5600 FIXED ASSETS	37,884	33,481	126,396	130,290
5800 OTHER FINANCING USES	80,606		220,000	220,000

# COUNTY OF INYO

## BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2023      RUN DATE: 02/09/2024

	Prior Actuals FY 2022-23	YTD Actuals FY 2023-24	Working Budget FY 2023-24	Mid-Year Budget FY 2023-24
<b>TOTAL EXPENDITURES</b>	2,187,654	986,373	3,193,627	3,192,593
<b>683000 NET COST</b>	172,776	(504,980)	(397,502)	(6,712)
<b>ESAAA NET COST</b>	172,776	(504,980)	(397,502)	(6,712)
<b>HEALTH</b>				
<b>613595 CA HOME VISTING PROGRAMC</b>				
<b>REVENUES</b>				
4400 AID FROM OTHER GOVT AGENCIES			295,070	295,070
<b>TOTAL REVENUES</b>			295,070	295,070
<b>EXPENDITURES</b>				
5000 SALARIES & BENEFITS	448	38,323	197,463	197,463
5100 SERVICES & SUPPLIES		1,566	71,607	71,607
5200 INTERNAL CHARGES		154	26,000	26,000
<b>TOTAL EXPENDITURES</b>	448	40,043	295,070	295,070
<b>613595 NET COST</b>	(448)	(40,043)		
<b>641623 MATERNAL CHILD HEALTH 23-24</b>				
<b>REVENUES</b>				
4400 AID FROM OTHER GOVT AGENCIES		30,064	356,027	356,027
<b>TOTAL REVENUES</b>		30,064	356,027	356,027
<b>EXPENDITURES</b>				
5000 SALARIES & BENEFITS		96,462	225,067	225,067
5100 SERVICES & SUPPLIES		12,274	111,342	111,342
5200 INTERNAL CHARGES		6,620	19,618	19,618
<b>TOTAL EXPENDITURES</b>		115,356	356,027	356,027
<b>641623 NET COST</b>		(85,292)		
<b>641922 WOMEN INFANTS &amp; CHILDREN 22-23</b>				
<b>REVENUES</b>				
4400 AID FROM OTHER GOVT AGENCIES	237,003	99,167	124,119	102,660
<b>TOTAL REVENUES</b>	237,003	99,167	124,119	102,660
<b>EXPENDITURES</b>				
5000 SALARIES & BENEFITS	208,635	82,528	105,768	88,671
5100 SERVICES & SUPPLIES	12,675	1,296	7,863	1,956
5200 INTERNAL CHARGES	37,217	10,747	10,488	12,033



# COUNTY OF INYO

## BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2023      RUN DATE: 02/09/2024

	Prior Actuals FY 2022-23	YTD Actuals FY 2023-24	Working Budget FY 2023-24	Mid-Year Budget FY 2023-24
<b>TOTAL EXPENDITURES</b>	258,527	94,571	124,119	102,660
<b>641922 NET COST</b>	(21,524)	4,596		
<b>641923 WOMEN INFANTS &amp; CHILDREN 23-24</b>				
<b>REVENUES</b>				
4400 AID FROM OTHER GOVT AGENCIES			363,481	363,481
<b>TOTAL REVENUES</b>			363,481	363,481
<b>EXPENDITURES</b>				
5000 SALARIES & BENEFITS		108,424	304,540	304,540
5100 SERVICES & SUPPLIES		4,344	23,177	23,177
5200 INTERNAL CHARGES		10,701	35,764	35,764
<b>TOTAL EXPENDITURES</b>		123,469	363,481	363,481
<b>641923 NET COST</b>		(123,469)		
<b>HEALTH NET COST</b>	(21,972)	(244,208)		
<b>HEALTH GRANTS</b>				
<b>610390 ELC-2 ENHANCED LAB CAPICITY</b>				
<b>REVENUES</b>				
4350 REV USE OF MONEY & PROPERTY	(3,122)	(753)		
4400 AID FROM OTHER GOVT AGENCIES	653,229	233,121	643,439	643,439
<b>TOTAL REVENUES</b>	650,107	232,368	643,439	643,439
<b>EXPENDITURES</b>				
5000 SALARIES & BENEFITS	464,713	71,890	191,776	191,776
5100 SERVICES & SUPPLIES	121,658	151,597	394,492	394,492
5200 INTERNAL CHARGES	44,150	25,672	57,221	57,221
<b>TOTAL EXPENDITURES</b>	630,521	249,159	643,489	643,489
<b>610390 NET COST</b>	19,586	(16,791)	(50)	(50)
<b>640322 TOBACCO TAX GRANT 22-25</b>				
<b>REVENUES</b>				
4350 REV USE OF MONEY & PROPERTY		(343)		
4800 OTHER FINANCING SOURCES	228,720	100,000	300,000	374,711
<b>TOTAL REVENUES</b>	228,720	99,657	300,000	374,711
<b>EXPENDITURES</b>				
5000 SALARIES & BENEFITS	141,249	83,574	188,086	188,086
5100 SERVICES & SUPPLIES	48,571	38,656	96,129	167,427

# COUNTY OF INYO

## BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2023      RUN DATE: 02/09/2024

	Prior Actuals FY 2022-23	YTD Actuals FY 2023-24	Working Budget FY 2023-24	Mid-Year Budget FY 2023-24
5200 INTERNAL CHARGES	38,898	5,360	15,785	19,198
<b>TOTAL EXPENDITURES</b>	<b>228,718</b>	<b>127,590</b>	<b>300,000</b>	<b>374,711</b>
<b>640322 NET COST</b>	<b>2</b>	<b>(27,933)</b>		
<b>642515 CBCAP</b>				
<b>REVENUES</b>				
4350 REV USE OF MONEY & PROPERTY	68	57		
4400 AID FROM OTHER GOVT AGENCIES	28,179		81,751	28,179
4800 OTHER FINANCING SOURCES			53,572	53,572
<b>TOTAL REVENUES</b>	<b>28,247</b>	<b>57</b>	<b>135,323</b>	<b>81,751</b>
<b>EXPENDITURES</b>				
5000 SALARIES & BENEFITS	14,443	16,105	30,401	30,401
5100 SERVICES & SUPPLIES			53,572	53,572
5200 INTERNAL CHARGES	6,566	304	606	606
<b>TOTAL EXPENDITURES</b>	<b>21,009</b>	<b>16,409</b>	<b>84,579</b>	<b>84,579</b>
<b>642515 NET COST</b>	<b>7,238</b>	<b>(16,352)</b>	<b>50,744</b>	<b>(2,828)</b>
<b>643000 FIRST FIVE COMMISSION</b>				
<b>REVENUES</b>				
4350 REV USE OF MONEY & PROPERTY	6,515	2,220	1,500	1,500
4400 AID FROM OTHER GOVT AGENCIES	402,328	168,536	500,118	500,118
<b>TOTAL REVENUES</b>	<b>408,843</b>	<b>170,756</b>	<b>501,618</b>	<b>501,618</b>
<b>EXPENDITURES</b>				
5000 SALARIES & BENEFITS	273,063	153,223	321,089	321,089
5100 SERVICES & SUPPLIES	139,993	26,533	152,518	152,518
5200 INTERNAL CHARGES	27,291	23,330	54,901	54,901
5500 OTHER CHARGES	69,507	24,598	68,000	68,000
<b>TOTAL EXPENDITURES</b>	<b>509,854</b>	<b>227,684</b>	<b>596,508</b>	<b>596,508</b>
<b>643000 NET COST</b>	<b>(101,011)</b>	<b>(56,928)</b>	<b>(94,890)</b>	<b>(94,890)</b>
<b>HEALTH GRANTS NET COST</b>	<b>(74,185)</b>	<b>(118,004)</b>	<b>(44,196)</b>	<b>(97,768)</b>
<b>HEALTH TRUST</b>				
<b>505112 CalAIM-PATH JUSTICE INVOLVED</b>				
<b>REVENUES</b>				
4350 REV USE OF MONEY & PROPERTY		305		
4400 AID FROM OTHER GOVT AGENCIES	100,000			

# COUNTY OF INYO

## BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2023      RUN DATE: 02/09/2024

	Prior Actuals FY 2022-23	YTD Actuals FY 2023-24	Working Budget FY 2023-24	Mid-Year Budget FY 2023-24
<b>TOTAL REVENUES</b>	100,000	305		
<b>EXPENDITURES</b>				
5800 OTHER FINANCING USES	27,815		73,468	73,468
<b>TOTAL EXPENDITURES</b>	27,815		73,468	73,468
<b>505112 NET COST</b>	72,185	305	(73,468)	(73,468)
<b>HEALTH TRUST NET COST</b>	72,185	305	(73,468)	(73,468)
<b>SOCIAL SERVICE</b>				
<b>055801 FIRST PROGRAM</b>				
<b>REVENUES</b>				
4400 AID FROM OTHER GOVT AGENCIES	194,551	70,731	238,984	238,984
4600 CHARGES FOR CURRENT SERVICES	22,442		75,000	75,000
4800 OTHER FINANCING SOURCES	126,157	123,880	213,988	213,988
<b>TOTAL REVENUES</b>	343,150	194,611	527,972	527,972
<b>EXPENDITURES</b>				
5000 SALARIES & BENEFITS	252,314	209,127	437,530	437,530
5100 SERVICES & SUPPLIES	14,272	5,497	23,616	23,616
5200 INTERNAL CHARGES	74,573	28,465	64,326	64,326
5500 OTHER CHARGES	2,024	103	2,500	2,500
<b>TOTAL EXPENDITURES</b>	343,183	243,192	527,972	527,972
<b>055801 NET COST</b>	(33)	(48,581)		
<b>055900 COC - CONTINUUM OF CARE</b>				
<b>REVENUES</b>				
4350 REV USE OF MONEY & PROPERTY	(411)	(6)		
4400 AID FROM OTHER GOVT AGENCIES	60,480		3,000	3,000
4800 OTHER FINANCING SOURCES			600,622	600,622
<b>TOTAL REVENUES</b>	60,069	(6)	603,622	603,622
<b>EXPENDITURES</b>				
5000 SALARIES & BENEFITS		8,526	30,435	30,435
5100 SERVICES & SUPPLIES	60,069	82,631	589,987	589,987
<b>TOTAL EXPENDITURES</b>	60,069	91,157	620,422	620,422
<b>055900 NET COST</b>		(91,163)	(16,800)	(16,800)
<b>SOCIAL SERVICE NET COST</b>	(33)	(139,744)	(16,800)	(16,800)

# COUNTY OF INYO

## BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2023      RUN DATE: 02/09/2024

	Prior Actuals FY 2022-23	YTD Actuals FY 2023-24	Working Budget FY 2023-24	Mid-Year Budget FY 2023-24
<b>SUBSTANCE ABUSE</b>				
<b>045312 DRINKING DRIVER PROGRAM</b>				
<b>REVENUES</b>				
4400 AID FROM OTHER GOVT AGENCIES	66,540		70,506	70,506
4600 CHARGES FOR CURRENT SERVICES	35,235	43,094	100,000	100,000
<b>TOTAL REVENUES</b>	101,775	43,094	170,506	170,506
<b>EXPENDITURES</b>				
5000 SALARIES & BENEFITS	123,869	61,132	145,402	145,402
5100 SERVICES & SUPPLIES	9,108	5,736	13,121	13,121
5200 INTERNAL CHARGES	8,118	4,897	11,983	11,983
<b>TOTAL EXPENDITURES</b>	141,095	71,765	170,506	170,506
<b>045312 NET COST</b>	(39,320)	(28,671)		
<b>045315 SUBSTANCE USE DISORDERS</b>				
<b>REVENUES</b>				
4350 REV USE OF MONEY & PROPERTY	(1,473)	(592)		
4400 AID FROM OTHER GOVT AGENCIES	667,533	36,866	878,243	878,243
4600 CHARGES FOR CURRENT SERVICES	28,402	6,631	133,500	133,500
<b>TOTAL REVENUES</b>	694,462	42,905	1,011,743	1,011,743
<b>EXPENDITURES</b>				
5000 SALARIES & BENEFITS	526,792	288,434	638,428	638,428
5100 SERVICES & SUPPLIES	46,170	71,609	268,045	268,045
5200 INTERNAL CHARGES	65,288	48,354	114,625	114,625
5500 OTHER CHARGES	34			
<b>TOTAL EXPENDITURES</b>	638,284	408,397	1,021,098	1,021,098
<b>045315 NET COST</b>	56,178	(365,492)	(9,355)	(9,355)
<b>SUBSTANCE ABUSE NET COST</b>	16,858	(394,163)	(9,355)	(9,355)
<b>WORK INVESTMENT ACT</b>				
<b>613723 WORK INVESTMENT ACT 23-24</b>				
<b>REVENUES</b>				
4400 AID FROM OTHER GOVT AGENCIES			171,082	171,082
<b>TOTAL REVENUES</b>			171,082	171,082
<b>EXPENDITURES</b>				
5000 SALARIES & BENEFITS		3,319	44,078	44,078
5100 SERVICES & SUPPLIES		316	121,949	121,949
5200 INTERNAL CHARGES		1,539	5,055	5,055

# COUNTY OF INYO

## BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2023      RUN DATE: 02/09/2024

	Prior Actuals FY 2022-23	YTD Actuals FY 2023-24	Working Budget FY 2023-24	Mid-Year Budget FY 2023-24
<b>TOTAL EXPENDITURES</b>		5,174	171,082	171,082
<b>613723 NET COST</b>		(5,174)		
<b>WORK INVESTMENT ACT NET COST</b>		(5,174)		
<b>HEALTH &amp; HUMAN SERVICES NET COST</b>	165,629	(1,405,968)	(541,321)	(204,103)
<b>PLANNING</b>				
<b>PLANNING AND ZONING</b>				
<b>620605 YUCCA MOUNTAIN OVERSIGHT</b>				
<b>REVENUES</b>				
4350 REV USE OF MONEY & PROPERTY	7,487	2,894	6,000	6,000
<b>TOTAL REVENUES</b>	7,487	2,894	6,000	6,000
<b>EXPENDITURES</b>				
5000 SALARIES & BENEFITS	8,860	5,599	11,198	11,198
5100 SERVICES & SUPPLIES	31,704	168,534	229,882	229,882
5200 INTERNAL CHARGES	1,541	3,574	23,492	23,492
<b>TOTAL EXPENDITURES</b>	42,105	177,707	264,572	264,572
<b>620605 NET COST</b>	(34,618)	(174,813)	(258,572)	(258,572)
<b>PLANNING AND ZONING NET COST</b>	(34,618)	(174,813)	(258,572)	(258,572)
<b>PLANNING NET COST</b>	(34,618)	(174,813)	(258,572)	(258,572)
<b>PROBATION</b>				
<b>PROBATION</b>				
<b>023002 CRIMINAL JUSTICE-REALIGNMENT</b>				
<b>REVENUES</b>				
4350 REV USE OF MONEY & PROPERTY	5	8		
4400 AID FROM OTHER GOVT AGENCIES	502,136	94,433	2,871,894	2,871,894
<b>TOTAL REVENUES</b>	502,141	94,441	2,871,894	2,871,894
<b>EXPENDITURES</b>				
5200 INTERNAL CHARGES	502,136	94,433	2,828,894	2,828,894
5500 OTHER CHARGES			43,000	43,000
<b>TOTAL EXPENDITURES</b>	502,136	94,433	2,871,894	2,871,894
<b>023002 NET COST</b>	5	8		
<b>620210 PROP 64 PUBLIC HEALTH &amp; SAFEY</b>				

# COUNTY OF INYO

## BUD020 - MID-YEAR BUDGET REVIEW

**AS OF DATE:** 12/31/2023      **RUN DATE:** 02/09/2024

	Prior Actuals FY 2022-23	YTD Actuals FY 2023-24	Working Budget FY 2023-24	Mid-Year Budget FY 2023-24
<b>REVENUES</b>				
4400 AID FROM OTHER GOVT AGENCIES	81,081		485,004	485,004
<b>TOTAL REVENUES</b>	81,081		485,004	485,004
<b>EXPENDITURES</b>				
5100 SERVICES & SUPPLIES	19,106	8,056	239,004	239,004
5200 INTERNAL CHARGES	56,004	38,174	246,000	246,000
5600 FIXED ASSETS	76,033			
<b>TOTAL EXPENDITURES</b>	151,143	46,230	485,004	485,004
<b>620210 NET COST</b>	(70,062)	(46,230)		
<b>PROBATION NET COST</b>	(70,057)	(46,222)		
<b>PROBATION NET COST</b>	(70,057)	(46,222)		
<b>PUBLIC WORKS</b>				
<b>BISHOP AIRPORT</b>				
<b>150100 BISHOP AIRPORT</b>				
<b>REVENUES</b>				
4300 RENTS & LEASES	324,517	148,248	358,660	353,142
4350 REV USE OF MONEY & PROPERTY	93,044	47,970	123,438	123,902
4400 AID FROM OTHER GOVT AGENCIES			468,000	468,000
4600 CHARGES FOR CURRENT SERVICES	1,946,229	705,751	1,827,225	1,852,125
4800 OTHER FINANCING SOURCES	467,388		467,000	467,000
4900 OTHER REVENUE	25,018	10,690		30,657
<b>TOTAL REVENUES</b>	2,856,196	912,659	3,244,323	3,294,826
<b>EXPENDITURES</b>				
5000 SALARIES & BENEFITS	617,060	325,181	719,782	719,782
5100 SERVICES & SUPPLIES	1,772,966	600,028	1,543,928	1,560,488
5200 INTERNAL CHARGES	147,908	127,500	266,180	266,180
5500 OTHER CHARGES	266,462			
5600 FIXED ASSETS			580,000	580,000
5800 OTHER FINANCING USES			62,945	62,945
5900 RESERVES			350,000	350,000
<b>TOTAL EXPENDITURES</b>	2,804,396	1,052,709	3,522,835	3,539,395
<b>150100 NET COST</b>	51,800	(140,050)	(278,512)	(244,569)
<b>150200 BISHOP AIRPORT - SPECIAL</b>				
<b>REVENUES</b>				
4350 REV USE OF MONEY & PROPERTY	183	100		
4400 AID FROM OTHER GOVT AGENCIES	10,000		10,000	10,000

# COUNTY OF INYO

## BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2023      RUN DATE: 02/09/2024

	Prior Actuals FY 2022-23	YTD Actuals FY 2023-24	Working Budget FY 2023-24	Mid-Year Budget FY 2023-24
<b>TOTAL REVENUES</b>	10,183	100	10,000	10,000
<b>EXPENDITURES</b>				
5100 SERVICES & SUPPLIES	4,310	3,919	7,000	7,000
5200 INTERNAL CHARGES	241	251	3,000	3,000
<b>TOTAL EXPENDITURES</b>	4,551	4,170	10,000	10,000
<b>150200 NET COST</b>	5,632	(4,070)		
<b>630303 BISHOP AIRPORT IMPROVE-PRJ</b>				
<b>REVENUES</b>				
4350 REV USE OF MONEY & PROPERTY	560	222		
<b>TOTAL REVENUES</b>	560	222		
<b>EXPENDITURES</b>				
5800 OTHER FINANCING USES			52,000	52,000
<b>TOTAL EXPENDITURES</b>			52,000	52,000
<b>630303 NET COST</b>	560	222	(52,000)	(52,000)
<b>630306 BISHOP AIR ENVIR ASSESSMENT</b>				
<b>REVENUES</b>				
4400 AID FROM OTHER GOVT AGENCIES	161,966		34,509	34,509
4800 OTHER FINANCING SOURCES			28,000	28,000
<b>TOTAL REVENUES</b>	161,966		62,509	62,509
<b>EXPENDITURES</b>				
5100 SERVICES & SUPPLIES	202,575	25,556	59,509	59,509
5200 INTERNAL CHARGES	1,789		3,000	3,000
<b>TOTAL EXPENDITURES</b>	204,364	25,556	62,509	62,509
<b>630306 NET COST</b>	(42,398)	(25,556)		
<b>630500 BISHOP AIRPRT COMM SER TERMINA</b>				
<b>REVENUES</b>				
4400 AID FROM OTHER GOVT AGENCIES			89,488	89,488
4800 OTHER FINANCING SOURCES			9,944	9,944
<b>TOTAL REVENUES</b>			99,432	99,432
<b>EXPENDITURES</b>				
5100 SERVICES & SUPPLIES			99,432	99,432
<b>TOTAL EXPENDITURES</b>			99,432	99,432

# COUNTY OF INYO

## BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2023      RUN DATE: 02/09/2024

	Prior Actuals FY 2022-23	YTD Actuals FY 2023-24	Working Budget FY 2023-24	Mid-Year Budget FY 2023-24
<b>630500 NET COST</b>				
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<b>BISHOP AIRPORT NET COST</b>	15,594	(169,454)	(330,512)	(296,569)
<hr/>				
<b>COUNTY SERVICE AREA #2</b>				
<b>810001 COUNTY SERVICE AREA #2</b>				
<b>REVENUES</b>				
4350 REV USE OF MONEY & PROPERTY	2,231	970	1,100	1,100
4600 CHARGES FOR CURRENT SERVICES	55,790		56,031	56,031
<b>TOTAL REVENUES</b>	<b>58,021</b>	<b>970</b>	<b>57,131</b>	<b>57,131</b>
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<b>EXPENDITURES</b>				
5000 SALARIES & BENEFITS	4,296	1,582	2,836	2,836
5100 SERVICES & SUPPLIES	2,209	46,274	49,600	83,100
5200 INTERNAL CHARGES	6,981	5,765	16,647	16,647
5600 FIXED ASSETS			70,000	70,000
<b>TOTAL EXPENDITURES</b>	<b>13,486</b>	<b>53,621</b>	<b>139,083</b>	<b>172,583</b>
<hr/>				
<b>810001 NET COST</b>	44,535	(52,651)	(81,952)	(115,452)
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<b>COUNTY SERVICE AREA #2 NET COST</b>	44,535	(52,651)	(81,952)	(115,452)
<hr/>				
<b>INDEPENDENCE AIRPORT</b>				
<b>150300 INDEPENDENCE AIRPORT</b>				
<b>REVENUES</b>				
4300 RENTS & LEASES	103		2,160	
4350 REV USE OF MONEY & PROPERTY	15,591	952	15,285	15,285
4600 CHARGES FOR CURRENT SERVICES	21,500		120,000	120,000
<b>TOTAL REVENUES</b>	<b>37,194</b>	<b>952</b>	<b>137,445</b>	<b>135,285</b>
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<b>EXPENDITURES</b>				
5000 SALARIES & BENEFITS	3,879	4,092	4,092	4,092
5100 SERVICES & SUPPLIES	27,717	812	3,838	3,838
5200 INTERNAL CHARGES	1,975	46	9,515	9,515
5600 FIXED ASSETS			120,000	120,000
<b>TOTAL EXPENDITURES</b>	<b>33,571</b>	<b>4,950</b>	<b>137,445</b>	<b>137,445</b>
<hr/>				
<b>150300 NET COST</b>	3,623	(3,998)		(2,160)
<hr/>				
<b>150400 INDEPENDENCE AIRPORT - SPECIAL</b>				
<b>REVENUES</b>				
4350 REV USE OF MONEY & PROPERTY	321	151	100	100
4400 AID FROM OTHER GOVT AGENCIES	10,000		10,000	10,000



# COUNTY OF INYO

## BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2023      RUN DATE: 02/09/2024

	Prior Actuals FY 2022-23	YTD Actuals FY 2023-24	Working Budget FY 2023-24	Mid-Year Budget FY 2023-24
<b>TOTAL REVENUES</b>	10,321	151	10,100	10,100
<b>EXPENDITURES</b>				
5100 SERVICES & SUPPLIES	6,908	1,776	8,836	8,836
5200 INTERNAL CHARGES			1,264	1,264
<b>TOTAL EXPENDITURES</b>	6,908	1,776	10,100	10,100
<b>150400 NET COST</b>	3,413	(1,625)		
<b>INDEPENDENCE AIRPORT NET COST</b>	7,036	(5,623)		(2,160)
<b>LONE PINE AIRPORT</b>				
<b>150500 LONE PINE/DEATH VALLEY AIRPORT</b>				
<b>REVENUES</b>				
4300 RENTS & LEASES	37,231	18,012	35,880	36,680
4350 REV USE OF MONEY & PROPERTY	7,825	5,114	620	620
4400 AID FROM OTHER GOVT AGENCIES	12,442		3,003	3,003
4600 CHARGES FOR CURRENT SERVICES	48,922	62,657	55,320	90,000
4800 OTHER FINANCING SOURCES			20,000	20,000
<b>TOTAL REVENUES</b>	106,420	85,783	114,823	150,303
<b>EXPENDITURES</b>				
5100 SERVICES & SUPPLIES	62,862	60,232	98,930	129,330
5200 INTERNAL CHARGES	21,954	1,583	16,000	16,000
5800 OTHER FINANCING USES			10,723	10,723
<b>TOTAL EXPENDITURES</b>	84,816	61,815	125,653	156,053
<b>150500 NET COST</b>	21,604	23,968	(10,830)	(5,750)
<b>150502 LP/DV AIRPORT IMPROVEMENT</b>				
<b>REVENUES</b>				
4400 AID FROM OTHER GOVT AGENCIES		42,195	184,226	184,226
4800 OTHER FINANCING SOURCES			10,723	10,723
<b>TOTAL REVENUES</b>		42,195	194,949	194,949
<b>EXPENDITURES</b>				
5200 INTERNAL CHARGES	2,556		3,500	3,500
5600 FIXED ASSETS	44,328	5,112	196,561	196,561
<b>TOTAL EXPENDITURES</b>	46,884	5,112	200,061	200,061
<b>150502 NET COST</b>	(46,884)	37,083	(5,112)	(5,112)
<b>150600 LONE PINE/DEATH VALLEY AIR-SP</b>				

# COUNTY OF INYO

## BUD020 - MID-YEAR BUDGET REVIEW

**AS OF DATE:** 12/31/2023      **RUN DATE:** 02/09/2024

	Prior Actuals FY 2022-23	YTD Actuals FY 2023-24	Working Budget FY 2023-24	Mid-Year Budget FY 2023-24
<b>REVENUES</b>				
4350 REV USE OF MONEY & PROPERTY	288	141	150	150
4400 AID FROM OTHER GOVT AGENCIES	10,000		10,000	10,000
<b>TOTAL REVENUES</b>	10,288	141	10,150	10,150
<b>EXPENDITURES</b>				
5000 SALARIES & BENEFITS	267	282	282	282
5100 SERVICES & SUPPLIES	6,436	2,351	7,353	7,353
5200 INTERNAL CHARGES	241	251	2,515	2,515
<b>TOTAL EXPENDITURES</b>	6,944	2,884	10,150	10,150
<b>150600 NET COST</b>	3,344	(2,743)		
<b>LONE PINE AIRPORT NET COST</b>	(21,936)	58,308	(15,942)	(10,862)
<b>LTC</b>				
<b>504605 TRANSPORTATION &amp; PLANNING TRST</b>				
<b>REVENUES</b>				
4060 TAXES - SALES	174,839	25,207	130,829	130,829
4350 REV USE OF MONEY & PROPERTY	8,940	3,720	5,000	5,000
4400 AID FROM OTHER GOVT AGENCIES	495,863	25,483	425,876	419,322
<b>TOTAL REVENUES</b>	679,642	54,410	561,705	555,151
<b>EXPENDITURES</b>				
5000 SALARIES & BENEFITS	300,543	139,130	271,316	271,316
5100 SERVICES & SUPPLIES	156,832	60,817	191,479	193,479
5200 INTERNAL CHARGES	68,697	32,039	105,191	105,191
5500 OTHER CHARGES	115,680		6,554	
5600 FIXED ASSETS			6,610	4,610
<b>TOTAL EXPENDITURES</b>	641,752	231,986	581,150	574,596
<b>504605 NET COST</b>	37,890	(177,576)	(19,445)	(19,445)
<b>LTC NET COST</b>	37,890	(177,576)	(19,445)	(19,445)
<b>N/A</b>				
<b>506907 PARKS REHAB &amp; DEVELOPMENT TRST</b>				
<b>REVENUES</b>				
4350 REV USE OF MONEY & PROPERTY	1,640	650		
4800 OTHER FINANCING SOURCES			70,880	70,880
<b>TOTAL REVENUES</b>	1,640	650	70,880	70,880

# COUNTY OF INYO

## BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2023      RUN DATE: 02/09/2024

	Prior Actuals FY 2022-23	YTD Actuals FY 2023-24	Working Budget FY 2023-24	Mid-Year Budget FY 2023-24
<b>506907 NET COST</b>	1,640	650	70,880	70,880
<b>N/A NET COST</b>	1,640	650	70,880	70,880
<b>PARKS AND RECREATION</b>				
<b>670102 CLEAN CA DIAZ LAKE</b>				
<b>REVENUES</b>				
4400 AID FROM OTHER GOVT AGENCIES				1,475,000
<b>TOTAL REVENUES</b>				<b>1,475,000</b>
<b>EXPENDITURES</b>				
5100 SERVICES & SUPPLIES				400,000
5200 INTERNAL CHARGES				10,000
5600 FIXED ASSETS				1,065,000
<b>TOTAL EXPENDITURES</b>				<b>1,475,000</b>
<b>670102 NET COST</b>				
<b>670200 PER CAPITA GRANT-PROP 68</b>				
<b>REVENUES</b>				
4400 AID FROM OTHER GOVT AGENCIES		400,000		
<b>TOTAL REVENUES</b>		<b>400,000</b>		
<b>EXPENDITURES</b>				
5600 FIXED ASSETS	409,120			
5800 OTHER FINANCING USES			130,888	130,880
<b>TOTAL EXPENDITURES</b>	<b>409,120</b>		<b>130,888</b>	<b>130,880</b>
<b>670200 NET COST</b>	(409,120)	400,000	(130,888)	(130,880)
<b>PARKS AND RECREATION NET COST</b>	(409,120)	400,000	(130,888)	(130,880)
<b>PUBLIC WORKS</b>				
<b>011501 PUBLIC WORKS - DEFERRED MAINT</b>				
<b>REVENUES</b>				
4600 CHARGES FOR CURRENT SERVICES	78,500			
4800 OTHER FINANCING SOURCES	319,175		2,784,152	2,784,152
<b>TOTAL REVENUES</b>	<b>397,675</b>		<b>2,784,152</b>	<b>2,784,152</b>
<b>EXPENDITURES</b>				
5100 SERVICES & SUPPLIES	209,405	363,000	1,276,657	1,276,657
5600 FIXED ASSETS	188,983	592,331	1,987,831	1,987,831

# COUNTY OF INYO

## BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2023      RUN DATE: 02/09/2024

	Prior Actuals FY 2022-23	YTD Actuals FY 2023-24	Working Budget FY 2023-24	Mid-Year Budget FY 2023-24
<b>TOTAL EXPENDITURES</b>	398,388	955,331	3,264,488	3,264,488
<b>011501 NET COST</b>	(713)	(955,331)	(480,336)	(480,336)
<b>152106 CAPITAL IMPV-WATER SYSTEM</b>				
<b>REVENUES</b>				
4350 REV USE OF MONEY & PROPERTY	5,503	4,515		
<b>TOTAL REVENUES</b>	5,503	4,515		
<b>152106 NET COST</b>	5,503	4,515		
<b>152199 WATER SYSTEMS</b>				
<b>REVENUES</b>				
4350 REV USE OF MONEY & PROPERTY	5,503	4,515	500	500
4600 CHARGES FOR CURRENT SERVICES	797,482	305,415	788,864	788,864
<b>TOTAL REVENUES</b>	802,985	309,930	789,364	789,364
<b>EXPENDITURES</b>				
5000 SALARIES & BENEFITS	263,323	157,465	427,256	427,256
5100 SERVICES & SUPPLIES	37,489	19,742	114,615	114,615
5200 INTERNAL CHARGES	55,703	23,317	98,804	98,804
5550 DEBT SERVICE PRINCIPAL	16,256	8,337	12,559	12,559
5560 DEBT SERVICE INTEREST	774	178	215	215
5600 FIXED ASSETS			30,000	30,000
<b>TOTAL EXPENDITURES</b>	373,545	209,039	683,449	683,449
<b>152199 NET COST</b>	429,440	100,891	105,915	105,915
<b>800001 BIG PINE LIGHTING</b>				
<b>REVENUES</b>				
4000 TAXES - PROPERTY	32,165	2,666	30,050	30,050
4350 REV USE OF MONEY & PROPERTY	4,372	1,771	2,000	2,000
4400 AID FROM OTHER GOVT AGENCIES	132		75	75
<b>TOTAL REVENUES</b>	36,669	4,437	32,125	32,125
<b>EXPENDITURES</b>				
5000 SALARIES & BENEFITS	6,449	3,769	8,027	8,027
5100 SERVICES & SUPPLIES	7,722	3,637	23,410	23,410
5200 INTERNAL CHARGES	344	4,028	8,557	8,557
<b>TOTAL EXPENDITURES</b>	14,515	11,434	39,994	39,994

# COUNTY OF INYO

## BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2023      RUN DATE: 02/09/2024

	Prior Actuals FY 2022-23	YTD Actuals FY 2023-24	Working Budget FY 2023-24	Mid-Year Budget FY 2023-24
<b>800001 NET COST</b>	22,154	(6,997)	(7,869)	(7,869)
<b>800101 INDEPENDENCE LIGHTING</b>				
<b>REVENUES</b>				
4000 TAXES - PROPERTY	32,817	2,636	28,653	28,653
4350 REV USE OF MONEY & PROPERTY	5,008	2,055	1,200	1,200
4400 AID FROM OTHER GOVT AGENCIES	134		75	75
4600 CHARGES FOR CURRENT SERVICES	12,677			
<b>TOTAL REVENUES</b>	<b>50,636</b>	<b>4,691</b>	<b>29,928</b>	<b>29,928</b>
<b>EXPENDITURES</b>				
5000 SALARIES & BENEFITS	4,104	2,163	4,560	4,560
5100 SERVICES & SUPPLIES	5,663	1,808	19,310	19,310
5200 INTERNAL CHARGES	7,268	2,174	5,847	5,847
<b>TOTAL EXPENDITURES</b>	<b>17,035</b>	<b>6,145</b>	<b>29,717</b>	<b>29,717</b>
<b>800101 NET COST</b>	<b>33,601</b>	<b>(1,454)</b>	<b>211</b>	<b>211</b>
<b>800201 LONE PINE LIGHTING</b>				
<b>REVENUES</b>				
4000 TAXES - PROPERTY	28,028	2,173	25,000	25,000
4350 REV USE OF MONEY & PROPERTY	2,670	1,082	500	500
4400 AID FROM OTHER GOVT AGENCIES	113		60	60
<b>TOTAL REVENUES</b>	<b>30,811</b>	<b>3,255</b>	<b>25,560</b>	<b>25,560</b>
<b>EXPENDITURES</b>				
5000 SALARIES & BENEFITS	4,104	2,163	4,560	4,560
5100 SERVICES & SUPPLIES	12,679	5,617	41,210	41,210
5200 INTERNAL CHARGES	1,059	4,000	7,760	7,760
<b>TOTAL EXPENDITURES</b>	<b>17,842</b>	<b>11,780</b>	<b>53,530</b>	<b>53,530</b>
<b>800201 NET COST</b>	<b>12,969</b>	<b>(8,525)</b>	<b>(27,970)</b>	<b>(27,970)</b>
<b>PUBLIC WORKS NET COST</b>	<b>502,954</b>	<b>(866,901)</b>	<b>(410,049)</b>	<b>(410,049)</b>
<b>ROAD</b>				
<b>034600 ROAD</b>				
<b>REVENUES</b>				
4100 LICENSES & PERMITS	36,981	5,238	35,000	35,000
4350 REV USE OF MONEY & PROPERTY	82,603	28,433	40,000	40,000
4400 AID FROM OTHER GOVT AGENCIES	9,358,501	2,869,130	8,483,711	8,483,711
4600 CHARGES FOR CURRENT SERVICES	61,914	5,734	77,238	77,238
4900 OTHER REVENUE	129,871	11,594	30,000	30,000

# COUNTY OF INYO

## BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2023      RUN DATE: 02/09/2024

	Prior Actuals FY 2022-23	YTD Actuals FY 2023-24	Working Budget FY 2023-24	Mid-Year Budget FY 2023-24
<b>TOTAL REVENUES</b>	9,669,870	2,920,129	8,665,949	8,665,949
<b>EXPENDITURES</b>				
5000 SALARIES & BENEFITS	3,779,228	2,142,794	4,781,211	4,781,211
5100 SERVICES & SUPPLIES	1,572,407	838,468	1,981,715	1,902,715
5200 INTERNAL CHARGES	943,875	456,643	1,088,565	1,088,565
5600 FIXED ASSETS	4,648,373	2,914,352	3,737,266	3,816,266
5800 OTHER FINANCING USES	89,446		601,348	601,348
<b>TOTAL EXPENDITURES</b>	11,033,329	6,352,257	12,190,105	12,190,105
<b>034600 NET COST</b>	(1,363,459)	(3,432,128)	(3,524,156)	(3,524,156)
<b>034601 ROAD PROJECTS - STATE FUNDED</b>				
<b>REVENUES</b>				
4400 AID FROM OTHER GOVT AGENCIES	228,277		6,392,691	6,392,691
4800 OTHER FINANCING SOURCES	89,446		592,848	592,848
<b>TOTAL REVENUES</b>	317,723		6,985,539	6,985,539
<b>EXPENDITURES</b>				
5600 FIXED ASSETS	288,253	1,748,446	6,990,746	6,990,746
<b>TOTAL EXPENDITURES</b>	288,253	1,748,446	6,990,746	6,990,746
<b>034601 NET COST</b>	29,470	(1,748,446)	(5,207)	(5,207)
<b>631100 BISHOP AIR REHAB RUNWAY 12-30</b>				
<b>REVENUES</b>				
4800 OTHER FINANCING SOURCES	472,497			
<b>TOTAL REVENUES</b>	472,497			
<b>EXPENDITURES</b>				
<b>TOTAL EXPENDITURES</b>				
<b>631100 NET COST</b>	472,497			
<b>ROAD NET COST</b>	(861,492)	(5,180,574)	(3,529,363)	(3,529,363)
<b>SHOSHONE AIRPORT</b>				
<b>150800 SHOSHONE AIRPORT - SPECIAL</b>				
<b>REVENUES</b>				
4350 REV USE OF MONEY & PROPERTY	620	279	350	350
4400 AID FROM OTHER GOVT AGENCIES	10,000		10,000	10,000
<b>TOTAL REVENUES</b>	10,620	279	10,350	10,350

# COUNTY OF INYO

## BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2023      RUN DATE: 02/09/2024

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<b>EXPENDITURES</b>				
5000 SALARIES & BENEFITS	134	141	141	141
5100 SERVICES & SUPPLIES	454	420	6,500	6,500
5200 INTERNAL CHARGES	400		3,359	3,359
<b>TOTAL EXPENDITURES</b>	988	561	10,000	10,000
<b>150800 NET COST</b>	9,632	(282)	350	350
<b>SHOSHONE AIRPORT NET COST</b>	9,632	(282)	350	350
<b>SOLID WASTE DISPOSAL</b>				
<b>045700 RECYCLING &amp; WASTE MGMT</b>				
<b>REVENUES</b>				
4060 TAXES - SALES	1,664,630	759,216	1,600,000	1,600,000
4100 LICENSES & PERMITS	549,818	123,686	500,000	500,000
4350 REV USE OF MONEY & PROPERTY	42,607	18,388	24,380	24,380
4400 AID FROM OTHER GOVT AGENCIES	38,286	10,200	55,000	55,000
4600 CHARGES FOR CURRENT SERVICES	1,619,328	691,448	1,619,657	1,619,657
4800 OTHER FINANCING SOURCES	377,231		387,000	387,000
4900 OTHER REVENUE	11,250		20,000	20,000
<b>TOTAL REVENUES</b>	4,303,150	1,602,938	4,206,037	4,206,037
<b>EXPENDITURES</b>				
5000 SALARIES & BENEFITS	1,489,125	816,613	1,810,750	1,810,750
5100 SERVICES & SUPPLIES	1,803,735	633,712	1,710,074	1,708,795
5200 INTERNAL CHARGES	248,709	139,366	451,713	452,992
5550 DEBT SERVICE PRINCIPAL	100,425	51,502	103,884	103,884
5560 DEBT SERVICE INTEREST	6,577	1,999	3,119	3,119
5600 FIXED ASSETS	162,890	389,181	1,397,100	1,397,100
5800 OTHER FINANCING USES	300,000		300,000	300,000
<b>TOTAL EXPENDITURES</b>	4,111,461	2,032,373	5,776,640	5,776,640
<b>045700 NET COST</b>	191,689	(429,435)	(1,570,603)	(1,570,603)
<b>045701 RECYCLING &amp; WASTE CAPITAL IMPR</b>				
<b>REVENUES</b>				
4350 REV USE OF MONEY & PROPERTY	6,671	2,941		
4800 OTHER FINANCING SOURCES	300,000		300,000	300,000
<b>TOTAL REVENUES</b>	306,671	2,941	300,000	300,000
<b>EXPENDITURES</b>				
5800 OTHER FINANCING USES	99,231		387,000	387,000
<b>TOTAL EXPENDITURES</b>	99,231		387,000	387,000

# COUNTY OF INYO

## BUD020 - MID-YEAR BUDGET REVIEW

**AS OF DATE:** 12/31/2023      **RUN DATE:** 02/09/2024

	Prior Actuals FY 2022-23	YTD Actuals FY 2023-24	Working Budget FY 2023-24	Mid-Year Budget FY 2023-24
<b>045701 NET COST</b>	207,440	2,941	(87,000)	(87,000)
<b>643111 TECOPA LAGOON PHASE 2</b>				
<b>EXPENDITURES</b>				
5100 SERVICES & SUPPLIES			23,243	23,243
5200 INTERNAL CHARGES			1,000	1,000
5600 FIXED ASSETS	49,735		184,148	184,148
<b>TOTAL EXPENDITURES</b>	49,735		208,391	208,391
<b>643111 NET COST</b>	(49,735)		(208,391)	(208,391)
<b>SOLID WASTE DISPOSAL NET COST</b>	349,394	(426,494)	(1,865,994)	(1,865,994)
<b>PUBLIC WORKS NET COST</b>	(323,873)	(6,420,597)	(6,312,915)	(6,309,544)

**SHERIFF**

**SHERIFF GRANTS**

**671413 CALMET TASK FORCE**

**REVENUES**

4400 AID FROM OTHER GOVT AGENCIES	123,060	63,869	122,558	122,558
4800 OTHER FINANCING SOURCES			3,248	
<b>TOTAL REVENUES</b>	123,060	63,869	125,806	122,558

**EXPENDITURES**

5100 SERVICES & SUPPLIES	55,246	9,648	45,062	45,062
5200 INTERNAL CHARGES	76,628	49,407	121,000	121,000
5500 OTHER CHARGES		10,000		10,000
5600 FIXED ASSETS			8,800	8,800
<b>TOTAL EXPENDITURES</b>	131,874	69,055	174,862	184,862

**671413 NET COST**      (8,814)      (5,186)      (49,056)      (62,304)

**671507 ILLEGAL CANNABIS SUPPRESSION**

**REVENUES**

4400 AID FROM OTHER GOVT AGENCIES			20,000	20,000
<b>TOTAL REVENUES</b>			20,000	20,000

**EXPENDITURES**

5000 SALARIES & BENEFITS			15,000	15,000
5100 SERVICES & SUPPLIES			5,000	5,000
<b>TOTAL EXPENDITURES</b>			20,000	20,000



# COUNTY OF INYO

## BUD020 - MID-YEAR BUDGET REVIEW

**AS OF DATE:** 12/31/2023      **RUN DATE:** 02/09/2024

	Prior Actuals FY 2022-23	YTD Actuals FY 2023-24	Working Budget FY 2023-24	Mid-Year Budget FY 2023-24
<b>671507 NET COST</b>				
<b>SHERIFF GRANTS NET COST</b>	(8,814)	(5,186)	(49,056)	(62,304)
<b>SHERIFF OFF HIGHWAY VEHICLE</b>				
<b>623523 OFF HWY VEHICLE GRANT 23-24</b>				
<b>REVENUES</b>				
4400 AID FROM OTHER GOVT AGENCIES			42,000	12,887
<b>TOTAL REVENUES</b>			<b>42,000</b>	<b>12,887</b>
<b>EXPENDITURES</b>				
5100 SERVICES & SUPPLIES			2,000	
5200 INTERNAL CHARGES			20,000	12,887
5600 FIXED ASSETS			20,000	
<b>TOTAL EXPENDITURES</b>			<b>42,000</b>	<b>12,887</b>
<b>623523 NET COST</b>				
<b>SHERIFF OFF HIGHWAY VEHICLE NET COST</b>				
<b>SHERIFF NET COST</b>	(8,814)	(5,186)	(49,056)	(62,304)

### WATER

#### WATER

<b>024102 WATER DEPARTMENT</b>				
<b>REVENUES</b>				
4350 REV USE OF MONEY & PROPERTY	16,397	9,293	15,000	15,000
4400 AID FROM OTHER GOVT AGENCIES	1,763,275	1,770,713	1,885,713	1,885,713
4600 CHARGES FOR CURRENT SERVICES	8,433		3,000	3,000
4800 OTHER FINANCING SOURCES	70,572		65,000	65,000
4900 OTHER REVENUE			100	100
<b>TOTAL REVENUES</b>	<b>1,858,677</b>	<b>1,780,006</b>	<b>1,968,813</b>	<b>1,968,813</b>
<b>EXPENDITURES</b>				
5000 SALARIES & BENEFITS	1,267,110	680,904	1,345,145	1,345,145
5100 SERVICES & SUPPLIES	145,122	111,408	421,500	423,500
5200 INTERNAL CHARGES	322,633	167,345	367,097	367,097
5500 OTHER CHARGES	70,572		65,000	65,000
5600 FIXED ASSETS			5,000	7,000
5800 OTHER FINANCING USES			50,000	50,000
<b>TOTAL EXPENDITURES</b>	<b>1,805,437</b>	<b>959,657</b>	<b>2,253,742</b>	<b>2,257,742</b>

**COUNTY OF INYO**

**BUD020 - MID-YEAR BUDGET REVIEW**

**AS OF DATE:** 12/31/2023      **RUN DATE:** 02/09/2024

	Prior Actuals FY 2022-23	YTD Actuals FY 2023-24	Working Budget FY 2023-24	Mid-Year Budget FY 2023-24
<b>024102 NET COST</b>	53,240	820,349	(284,929)	(288,929)
<b>024502 SALT CEDAR PROJECT</b>				
<b>REVENUES</b>				
4400 AID FROM OTHER GOVT AGENCIES	33,085		88,988	88,988
<b>TOTAL REVENUES</b>	33,085		88,988	88,988
<b>EXPENDITURES</b>				
5000 SALARIES & BENEFITS	24,682	35,769	67,711	67,711
5100 SERVICES & SUPPLIES		796	5,700	5,700
5200 INTERNAL CHARGES	17,640	4,812	15,625	15,625
<b>TOTAL EXPENDITURES</b>	42,322	41,377	89,036	89,036
<b>024502 NET COST</b>	(9,237)	(41,377)	(48)	(48)
<b>621902 OWENS RIVER WATER TRAIL GRANT</b>				
<b>REVENUES</b>				
4400 AID FROM OTHER GOVT AGENCIES			500,032	500,032
<b>TOTAL REVENUES</b>			500,032	500,032
<b>EXPENDITURES</b>				
5100 SERVICES & SUPPLIES			500,032	500,032
<b>TOTAL EXPENDITURES</b>			500,032	500,032
<b>621902 NET COST</b>				
<b>WATER NET COST</b>	44,003	778,972	(284,977)	(288,977)
<b>WATER NET COST</b>	44,003	778,972	(284,977)	(288,977)
<b>TOTAL NET COST</b>	8,859,247	(6,990,447)	(14,409,277)	(14,611,850)

# MID-YEAR FINANCIAL REPORT

Fiscal Year 2023-2024

Inyo County Board of Supervisors  
February 20, 2024





# PURPOSE

***“These reports will provide a projection of the departments’ expenditures, revenues and Net County Cost for the fiscal year and include reasons for over-expenditures and/or under-realization of revenues, along with a corrective action plan by the Department.”***

- County Budget Control and Responsibility Policy



# 3<sup>RD</sup> QUARTER FINANCIAL SUMMARY

Fiscal Year 2022-2023	Board Approved Budget	Working Budget	Mid-Year Budget	Working Mid-Year Difference
<b>Overall County Budget</b>				
Revenues	\$141,057,962	\$141,783,993	\$143,348,814	\$1,564,821
Expenditures	\$157,452,196	\$163,459,111	\$165,226,505	\$1,767,394
Net County Cost	\$16,394,234	\$21,675,118	\$21,877,691	\$202,573
<b>General Fund</b>				
Revenues	\$83,741,350	\$83,917,677	\$84,026,238	\$108,561
Expenditures	\$88,971,353	\$91,183,518	\$91,292,079	\$108,561
Net County Cost	\$5,230,003	\$7,265,841	\$7,265,841	-





# MID-YEAR PERFORMANCE

- ❖ Departments are generally pacing appropriately relative to Board Approved Budget
- ❖ Budget remains balanced
  - Contributing additional \$45,380 to Contingencies
  - Utilizing \$7,265,841 in Fund Balance
- ❖ Sales Tax and Transient Occupancy Tax are on track to meet budgeted performance





# RECOMMENDED ACTIONS

- ❖ Adopt Mid-Year Budget as Recommended
- ❖ Stress revenue attainment and expense savings





# INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

February 20, 2024

Reference ID:  
2024-42

### Broadband Strategic Plan Overview from Tilson Technology

County Administrator

NO ACTION REQUIRED

#### ITEM SUBMITTED BY

Scott Armstrong, Regional Broadband Coordinator

#### ITEM PRESENTED BY

Scott Armstrong, Regional Broadband Coordinator

#### RECOMMENDED ACTION:

Receive presentation from Tilson Technology, the contractor for Golden State Finance Authority, on the Inyo County Broadband Planning and Feasibility Study, followed by a presentation from Regional Broadband Coordinator Scott Armstrong that includes a suggested section reading order, overview, and highlights.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

Inyo County is a Golden State Finance Authority member county that was included in the awarded US Department of Commerce Economic Development Administration (EDA) grant for development of individual countywide broadband strategic plans. Under the terms of the grant each countywide plan is to be completed for \$125,000 with \$100K (80%) covered by the EDA grant and \$25K (20%) coming from matching funds provided to Golden State Finance Authority from each of the member counties included in the grant.

Inyo County's matching funds were paid to the Golden State Finance Authority in Fiscal Year 2022-2023.

#### FISCAL IMPACT:

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

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



None.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

1. Inyo County Broadband Planning and Feasibility Study
2. Inyo Responses - GSFA Study Feedback
3. Inyo Broadband Strategic Plan Overview

**APPROVALS:**

Scott Armstrong	Created/Initiated - 2/13/2024
Darcy Ellis	Approved - 2/13/2024
Nate Greenberg	Approved - 2/13/2024
Scott Armstrong	Approved - 2/13/2024
Amy Shepherd	Final Approval - 2/13/2024



# INYO COUNTY

## BROADBAND PLANNING AND FEASIBILITY STUDY



TILSON  
2023



The image features a hand holding a laptop. The laptop screen displays a financial candlestick chart. The chart has several price points labeled: 54.25 at the top left, 45.85 in the upper right, 30.00 in the middle right, and 20.00 in the middle left. There are also labels for 'BUY' and 'SELL' orders. The chart is overlaid with a blue curved line and a red dotted line. The background is dark with some light effects.

# TABLE OF CONTENTS

...

<b>SECTION 01 INTRODUCTION:</b> .....	<b>7</b>
1.1 Executive Summary .....	8
<b>SECTION 02 INDUSTRY OVERVIEW, BROADBAND BENEFITS AND CHALLENGES:</b> .....	<b>19</b>
2.1 Overview of Broadband Terminology .....	22
2.1.1 Physical Infrastructure and Delivery .....	22
2.1.2 Speed and Performance.....	24
2.2 Broadband Technologies.....	27
2.2.1 Wired and Wireless .....	27
2.3 Broadband Benefits .....	32
2.4 Broadband Barriers and Challenges .....	37
Technologies, Benefits, and Barriers Conclusion.....	40
<b>SECTION 03 CURRENT AND FUTURE NEEDS ASSESSMENT:</b> .....	<b>41</b>
3.1 Broadband Needs Assessment.....	43
3.1.1 Economic Development and the Role of Broadband .....	43
3.1.2 Unserved and Underserved .....	44
3.1.3 Broadband Speed and Bandwidth .....	46
3.1.4 Affordability and Adoption.....	49
3.2 Stakeholder Asset Inventory .....	55
3.2.1 Community Anchor Institutions (CAIs).....	55
3.2.2 Community Anchor and Business Needs Survey Results.....	56
3.2.3 Needs of Tribal Communities.....	59
3.3 Overview of Smart Community Technologies.....	62
<b>SECTION 04 ANALYSIS OF CURRENT BROADBAND MARKET AND EXPANSION STRATEGIES:</b> .....	<b>66</b>
4.1 Introduction and Expansion Strategy Roadmap .....	67
4.2 Residential Providers and Service Breakdown .....	74
4.3 ISP Survey Review.....	83

**SECTION 05 ASSET INVENTORY AND GAP ANALYSIS:..... 85**

- 5.1 Middle-Mile Fiber Route Inventory ..... 86
- 5.2 Additional Inventory of County Assets ..... 88
  - 5.2.1 CALTRANS Alignment and Golden State Net Middle Mile Project..... 89
- 5.3 Broadband Gap Analysis..... 91
  - 5.3.1 Discussion of County Network Design Process and Expansion Considerations..... 91

**SECTION 06 BROADBAND FUNDING STRATEGIES:..... 94**

- 6.1 Applying to a Network Deployment Funding Opportunity ..... 97
  - 6.1.1 Common Considerations for Deployment-Focused Funding Opportunities ..... 97
  - 6.1.2 Organizational Capacity and Partnership Considerations..... 98
- 6.2 Broadband Deployment Grant Programs ..... 101
  - 6.2.1 California funding opportunities overview..... 101
  - 6.2.2 Federal Programs with Broadband Deployment Funding Options..... 113
- 6.3 Funding Opportunities that Complement Deployment Projects ..... 117
  - 6.3.1 Financing Programs..... 117
  - 6.3.2 Wiring to/through Buildings..... 118
- 6.4 Mapping and Challenge Processes ..... 118
  - 6.4.1 Overview of Challenge Processes ..... 120
  - 6.4.2 Local Challenge Strategies ..... 121
  - 6.4.3 FFA Challenges ..... 123
  - 6.4.4 BEAD Challenges..... 123
  - 6.4.5 FCC Challenges..... 125

**SECTION 07 FOSTERING A HEALTHY BROADBAND DEPLOYMENT ENVIRONMENT:..... 127**

- 7.1 Improving Access to Information ..... 129
- 7.2 Improving Local Governmental Coordination..... 131
- 7.3 Improving Permitting Processes, Local Deployment Policies, and Asset Access Practices..... 133
  - 7.3.1 Construction Rules and Regulations..... 134
  - 7.3.2 Permitting Processes ..... 135

7.3.3 Coordination Rules and Policies Best Practices.....136

7.3.4 Encourage Coordination Agreements .....138

**SECTION 08 DIGITAL INCLUSION CONSIDERATIONS AND STRATEGIES;..... 140**

8.1 Affordability and Adoption..... 142

8.2 Service Subsidy Programs ..... 147

8.3 Reviewing and Assisting with CAI Efforts ..... 149

**SECTION 09 WHAT IS A SMART COMMUNITY? .....151**

9.1 Defining a Smart Community ..... 152

9.1.1 Foundational Elements of Smart Communities .....152

9.1.2 Benefits of Smart Communities.....153

9.2 Inyo County’s Existing Conditions..... 153

9.2.1 Climate, Natural Hazards, and Other Issues .....153

9.2.2 Community Plans and Initiatives.....156

9.3 Initial Smart Community Strategies ..... 157

9.3.1 Digital Community Infrastructure.....158

9.3.2 Climate Adaptation, Hazard Monitoring, and Resilience .....158

9.3.3 Connected Public Infrastructure.....159

9.3.4 Smart Transportation Operations.....159

9.3.5 Smart Agriculture & Food Systems.....160

9.4 Prioritized Strategies ..... 160

9.4.1 Strategy: Expand Flood and Landslide Monitoring Systems to Improve Safety.....161

9.4.2 Strategy: Expand Wildfire Detection and Monitoring Systems to Improve Safety .....167

9.4.3 Strategy: Deploy Charging and Fueling Infrastructure to Support Zero Emissions Vehicles and Electric Vehicles.....173

9.4.4 Strategy: Improve Digital Access and Equity .....177

9.4.5 Strategy: Expand use of Clean and Renewable Energy Systems to Reduce Carbon Emissions, Increase Community Equity, and Improve Resilience .....181

9.5 Goal, Objectives, and Policies ..... 186

9.6 Implementation and Funding Sources..... 188

9.6.1 Community Engagement .....188

9.6.2 Project Development .....188

9.6.3 Smart Communities Plan and Documentation .....188

9.6.4 Funding Sources .....188

**SECTION 10 RECOMMENDATIONS AND NEXT STEPS:.....191**

10.1 Recommendations ..... 192

10.2 Identifying and Developing Broadband Infrastructure Projects ..... 193

10.3 Developing a Better Broadband Deployment Environment..... 195

10.4 Developing Broadband Project Funding Strategies ..... 198

10.5 Developing Smart Community Strategies ..... 202

10.6 Next Steps ..... 204

**SECTION 11 APPENDICES AND GLOSSARY:..... 208**

Appendix A: Survey Results and Analysis .....209

Appendix B: Overview of Previous Funding and Possible Funded Areas .....220

Appendix C: Further Detail on Materials for California Last-mile Network Funding Opportunities.....223

Appendix D: California’s Three Primary Last-Mile Funding Programs: Considerations for Prospective Applicants .....224

Appendix E: Summary of Federal Funding Opportunities.....226

Glossary.....243

County Feedback Response.....248







SECTION

# 01

**INTRODUCTION**



# 1.1 Executive Summary

Tilson was engaged by the Golden State Finance Authority (GSFA) to research the telecommunications industry landscape in Inyo County, including the locations of existing fiber optic cable and other assets, the service areas and service offerings – by technology – of retail Internet service providers (ISPs) in the county, the locations of premises lacking access to adequate broadband service, and available funding for broadband infrastructure. These findings then informed custom recommendations to support Inyo County’s pursuit of network deployment.

We are currently experiencing a monumental period for broadband infrastructure funding opportunities. The Coronavirus Pandemic has led to the passage of significant federal and state legislation providing billions of dollars for broadband infrastructure nationwide, including over eight billion dollars in California alone. The American Rescue Plan Act Capital Projects Fund (ARPA CPF) allocated the State of California with \$540,249,909 in broadband infrastructure funding,<sup>1</sup> and the Infrastructure Investment and Jobs Act Broadband Equity, Access, and Deployment (IIJA BEAD) program allocated another \$1,864,136,508.<sup>2</sup> In addition to these federal funds, California has allocated \$6 billion to broadband infrastructure with the passage of Senate Bill 156, with \$2 billion of this earmarked for broadband infrastructure to unserved residences and \$3.25 billion earmarked for “an open-access statewide broadband middle-mile network.”<sup>3</sup> In total, the California Public Utilities Commission (CPUC) plans to distribute \$4 billion statewide between 2022 and 2028 for infrastructure to unserved and underserved homes and businesses.<sup>4</sup>

**Table 1: Broadband Deployment Funding Summary**

Funding Source	California’s Total	Last Mile	Middle Mile	Other
<b>California SB156</b>	<b>\$6,000,000,000</b>	\$2,000,000,000	\$3,250,000,000	\$750,000,000
<b>IIJA BEAD</b>	<b>\$1,864,136,508</b>	\$1,864,136,508		
<b>ARPA CPF</b>	<b>\$540,249,909</b>	\$540,249,909		

The CPUC will distribute these federal and state funds using multiple competitive grant processes that differ in a few respects, such as how they define eligible deployment areas, what requirements applicants must satisfy, and how projects are evaluated for funding. For the purpose of grant funding eligibility, the term *unserved* generally means any location without access to service of speeds at or above 25 Mbps download and 3 Mbps upload, while the term *underserved* means any location without access to services of speeds at or above 100 Mbps download and 20 Mbps upload. However, grant programs may include or exclude certain technologies from this service availability evaluation. The BEAD program considers all wireline and licensed fixed wireless services, while California’s Federal Funding Account (FFA) generally focuses on cable and fiber services. Eligible locations may also be limited to those meeting each program’s definition of *unserved* but may consider the

<sup>1</sup> U.S. Treasury, “Coronavirus Capital Projects Fund Allocations for States, District of Columbia, and Puerto Rico,” August 2021, <https://home.treasury.gov/system/files/136/Allocations-States.pdf>.

<sup>2</sup> National Telecommunications and Information Administration (NTIA), “Biden-Harris Administration Announces State Allocations for \$42.45 Billion High-Speed Internet Grant Program as Part of Investing in America Agenda,” June 26, 2023, <https://www.ntia.gov/press-release/2023/biden-harris-administration-announces-state-allocations-4245-billion-high-speed>.

<sup>3</sup> California SB 156 (2021-2022 Regular Session), [https://leginfo.ca.gov/faces/billNavClient.xhtml?bill\\_id=202120220SB156](https://leginfo.ca.gov/faces/billNavClient.xhtml?bill_id=202120220SB156); <https://www.cpuc.ca.gov/industries-and-topics/internet-and-phone/broadband-implementation-for-california>.

<sup>4</sup> California Public Utilities Commission (CPUC), “Last Mile Federal Funding Account,” <https://www.cpuc.ca.gov/industries-and-topics/internet-and-phone/broadband-implementation-for-california/last-mile-federal-funding-account>, accessed August 2023.

inclusion of served locations under certain circumstances. All currently available broadband infrastructure funding heavily favors the deployment of wireline technology, primarily fiber.

The amount of federal and state funding currently available for broadband infrastructure is more significant than any time in history and will likely never be exceeded again. Now is the time to connect critical unserved and underserved locations within Inyo County, bridge the digital divide, and provide historically unconnected communities with internet service that allows residents to work remotely, participate in distance-learning opportunities, and take advantage of telehealth services. With this level of funding, local governments and other broadband leaders have a wider range of options to facilitate deployments to unserved and underserved locations throughout the county. In particular, opportunities for ISP coordination, support, and even formal partnerships have improved significantly. ISPs that may not have been willing to expand to these locations can now apply for grants covering a higher portion of deployment costs, making new network construction more feasible. To expand broadband service options in the state, California Senate Bill 156 also significantly expanded opportunities for public entities to deploy broadband networks and offer broadband services to the public.<sup>5</sup> Publicly owned broadband providers operate as non-profits and can use different financing options, enabling them to bring services to areas that have not been connected by other ISPs.<sup>6</sup> Formed as result of this legislation, the Golden State Connect Authority (GSCA) is working with 40 member counties, including Inyo County, to develop networks that can serve county residents.

To provide a review of Inyo County's broadband needs, current availability, suggested broadband expansion strategies, and funding opportunities, this document is divided into nine additional sections. The sections are ordered to be easily accessible as standalone sources if a reader has focused interests or would like to concentrate on actionable sections, such as funding strategies, permitting, digital inclusion or smart communities.

**Section 2: Broadband, Benefits, and Challenges** reviews essential concepts and details about broadband that are necessary to understand the deployment and funding landscape. Broadband service has become a vital part of communities' economic development, education, public health, and other social policy strategies, so the benefits of broadband are discussed across a number of policy areas. Leaders looking to combat the digital divide are also provided with a review of the basic economic and social barriers that have led to the availability and adoption challenges in their communities.

**Section 3: Current and Future Needs Assessment** looks more closely at the digital divide in Inyo County, identifying the portions of the households that remain unserved or underserved and exploring factors that further shape adoption challenges in the county. The section also reviews the broadband needs of businesses, community anchor institutions (CAIs), and tribal communities within the county. Using the BEAD program's eligibility definitions, Inyo has:

- ➔ 3,035 households (32.1 percent) classified as *unserved*, lacking 25/3 Mbps service<sup>7</sup>
- ➔ 4,579 households (48.4 percent) classified as *underserved*, lacking 100/20 Mbps, but not 25/3 Mbps service

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<sup>5</sup> California SB 156 (2021-2022 Regular Session), § 4-5.

<sup>6</sup> See, e.g., Congressional Research Service, "Expanding Broadband: Potential Role of Municipal Networks to Address the Digital Divide," August 25, 2022, pp. 4, 7-8, [https://www.everycrsreport.com/files/2022-08-25\\_R47225\\_6a672f8610bb763b38436b2242bc1e1fe2091e5a.pdf](https://www.everycrsreport.com/files/2022-08-25_R47225_6a672f8610bb763b38436b2242bc1e1fe2091e5a.pdf).

<sup>7</sup> This data is derived from the FCC's National Broadband Map Area Summaries, which detail these percentages by "units." Residential Broadband Serviceable Locations (BSLs) may represent single-family homes or buildings like apartments that contain multiple distinct dwellings. "Units" represent individual dwellings or households, so a BSL with an individual FCC Location ID can contain multiple units. FCC, FCC National Broadband Map – Data Download, June 2023, <https://broadbandmap.fcc.gov/data-download/nationwide-data?version=jun2023>; CostQuest Solutions & Technology Team, "About the Units in the Broadband Serviceable Location Fabric Data," CostQuest Associates, September 19, 2022, <https://www.costquest.com/resources/articles/about-the-units-in-broadband-serviceable-location-fabric-data/>, (providing the number of residential household units).

**Section 4: Analysis of Current Broadband Market and Expansion Strategies** identifies the current service areas of each ISP offering retail broadband services in Inyo County, using maps and availability information to develop an understanding of where broadband services with different performance characteristics are and, more importantly, are *not* available.

Local governments and other leaders who seek to facilitate connectivity to unserved and underserved locations must become familiar with the reasons those locations remain insufficiently connected and identify deployment strategies that are most likely to connect them.

To develop this understanding, Section 4 provides a review of the economic factors that influence broadband expansion strategies, then analyzes how those factors impact ISP expansion opportunities in different unserved and underserved parts of the county. Chief among these factors, ISPs can typically extend their networks to nearby unserved locations at a lower cost than an ISP without nearby infrastructure.<sup>8</sup> However, larger clusters of unserved and underserved locations can be attractive to ISPs lacking nearby infrastructure, because a new network connecting many locations is more likely to cover operational costs and be financially sustainable.<sup>9</sup>

Publicly owned, non-profit broadband providers such as CSCA will also consider deployment opportunities to more areas, because their mission includes the goal of establishing connectivity to households that have long remained unconnected. As a public entity, the GSCA can also construct its open-access, last mile networks using a wider range of financing opportunities and can deploy to areas that will achieve an ROI over a longer time frame, making it a financially viable option to connect certain unserved regions.

Two primary factors, California's upcoming open-access middle mile network and the significant amount of upcoming grant funding, have significantly changed how ISPs are viewing their expansion opportunities. As this middle mile network connects more remote portions of the county, ISPs without existing networks or prior access to affordable middle mile connectivity can now consider entering into entirely new areas at a significantly lower cost. New grant-based funding options have also reduced ISP investment costs, making many expansion opportunities more viable.

Section 4 begins by analyzing how prevalent each broadband technology is across the county and identifying the county's core connectivity challenges. A market analysis of each currently operating ISP within the county will highlight important network upgrade and nearby expansion opportunities. These insights can be used by local governments and broadband policymakers in the county to understand which ISPs are among the most likely to connect specific clusters of unserved and underserved locations, essential information when developing funding or coordination strategies to facilitate deployments.

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<sup>8</sup> See, e.g., National Telecommunications and Information Administration (NTIA), "Economics of Broadband Networks: An Overview," March 2022, <https://broadbandusa.ntia.doc.gov/sites/default/files/2022-03/Economics%20of%20Broadband%20Networks%20PDF.pdf>.

<sup>9</sup> Generally, an ISP entering a new area must expect to have a sufficiently high number of consumers and resulting revenue from that area to cover local operating expenses, such as local installation, repair, and service personnel, local marketing efforts, and a local office. This minimum economy of scale hinders most ISPs from being able to connect smaller clusters of unserved and underserved locations in more remote areas.

**Table 2: Households Receiving Each Level of Service across Inyo County<sup>10</sup>**

Households (HHs) – 9,468 Total	25/3 Mbps	100/20 Mbps	250/25 Mbps
<b>HHs served by any wireline or fixed wireless</b>	67.9% (6,433)	19.6% (1,854)	14.6% (1,380)
<b>HHs served by any wireline</b>	63.0% (5,964)	16.0% (1,515)	14.6% (1,380)
<b>Wireline Technologies:</b>			
➤ <b>High-speed option (Fiber and/or Cable)</b>	59.9% (5,667)	14.6% (1,380)	14.6% (1,380)
➤ <b>DSL</b>	8.0% (757)	1.6% (148)	0.0%
➤ <b>DSL as only wireline option at speed</b>	3.1% (297)	1.4% (134)	0.0%
<b>Fixed Wireless Technologies:</b>			
➤ <b>Fixed wireless</b>	11.9% (1,125)	5.1% (479)	0.0%
➤ <b>Only fixed wireless at speed</b>	5.0% (469)	3.6% (339)	0.0%

■ **Levels of Broadband Service Availability:**

- **Many locations are still critically unserved:** Inyo County has a reported 2,676 locations (28.3 percent) that do not yet receive any wireline or wireless service meeting the 10/1 Mbps standard, according to FCC data.
- **Moderate dependence on fixed wireless:** An estimated 469 households (5.0 percent) can receive only basic broadband service via fixed wireless technologies across Inyo County, while 339 households (3.6 percent) depend upon it for access to 100/20 Mbps services. This connectivity has been vital for these households, but in the long term, they should remain a priority to receive high-speed wireline services.
- **Available DSL is inadequate:** A claimed 2,723 households (28.8 percent) in Inyo County have access to DSL services offering at least 10/1 Mbps. However, only 757 households (8.0 percent) in Inyo can receive DSL service offering the minimum broadband speed of 25/3 Mbps set by the FCC in 2016. ISPs providing inadequate DSL service may not have an incentive to upgrade these networks if the projected return on investment is insufficient. However, if provided financial support, these providers may be best positioned to deploy fiber through their DSL service areas using existing access to telephone poles and rights-of-way to install fiber at a lower cost than competitors.
- **High-speed broadband availability gap:** A reported 40.1 percent of households cannot receive high-speed broadband service. This level of availability is low compared to the rest of California and the nation.
- **Available cable services are generally not upgraded:** While a reported 5,615 households (59.3 percent) can receive cable services offering speeds of at least 25/3 Mbps, only 355 households (3.8 percent) can receive cable services offering 100/20 Mbps or more. Where available, cable networks in other markets have generally been upgraded to offer high-speed services of at least 250/25 Mbps, and cable providers in Inyo County should follow suit.
- **Insufficient fiber-to-the-home availability:** Only 10.8 percent of homes in Inyo County can receive fiber services.
- **Large areas do not have adequate wireline broadband:** Aspendell, Laws, Keeler, Cartago, Tecopa, Death Valley Indian Village, and several areas in the eastern portion of the county all have large collections of unserved and underserved locations that should be among the highest priorities to be connected. The state middle mile network will come within

<sup>10</sup> Note that this table and other tables reporting availability data by the number and/or portion of households are based on the FCC’s National Broadband Map Area Summaries and additional data provided by CostQuest. Ibid.

5 miles of most of these locations, but ISPs will need to construct approximately 25 miles of fiber down Trona Wildrose Road to reach some of the most remote locations. This effort may require collaboration between Kern and Inyo Counties.

#### ■ **Inyo County Broadband Market Summary:**

Inyo County has three primary residential wireline ISPs: Optimum, Lone Pine Communications, and Frontier.<sup>11</sup> Optimum's cable network has the greatest reach, connecting a reported 5,077 locations to its cable service in the most populous portions of the county. However, the network seldom can offer speeds of 100/20 Mbps, so locations served by this older cable network are mostly classified as "underserved" under the BEAD program. Frontier has the second greatest reach, connecting 2,314 locations with its DSL network and fiber services to another 1,167 locations. Frontier has expressed interest in upgrading their existing areas in Aspendell, Alabama Hills, Lone Pine, and Kern County to fiber through multiple submitted FFA projects. Lone Pine Communications focuses on the Lone Pine area, connecting 370 locations with cable services.

An estimated 469 households (5.0 percent) rely on fixed wireless services to obtain basic broadband speeds of 25/3 Mbps in Inyo County. There is only one primary fixed wireless provider in the county. T-Mobile reaches a claimed 7,218 locations. Verizon reports to serve 22 locations as well, but this service area is so small that it is not likely to have a notable impact on the market unless it is expanded significantly. A major portion of these locations served by T-Mobile do not receive speeds necessary to be considered broadband. In another FCC data set, a reported 6,605 households (69.8 percent) in Inyo County can receive some form of fixed wireless service, but 5,480 of those households (57.9 percent) cannot even reliably receive speeds of 10/1 Mbps.

#### ■ **Inyo County Improvement Opportunities Summary:**

- Frontier's fiber presence in Bishop and West Bishop can be extended along US 395 to areas with existing DSL service, such as the Big Pine, Fish Springs, Independence, Lone Pine, Olancho, and Haiwee areas, though state or other available middle mile with their existing right-of-way and pole agreements. Their FFA applications in Aspendell, Alabama Hills, and Lone Pine have signaled their intent to adopt this approach.
- Lone Pine Communications and Optimum, the cable providers in Inyo, will need to modernize their existing service offerings to offer services capable of at least 100/20 Mbps and preferably offer download speed of up to 1 Gbps, then expand into other nearby areas.
- The state middle mile network will be able to be leveraged by any provider willing to establish services in some of the most remote areas of the county, or a new entrant, to connect areas, such as Tecopa, Park Village, Furnace Creek, and Death Valley Indian Village along State Route 190.
- AT&T's existing presence may be very small, but it remains a possible entrant to connect unserved areas if the primary wireline providers in the county do not connect all of the BEAD-eligible unserved locations over the next couple of years. They could also expand deeper into Bishop or along any available state middle mile routes, these expansion possibilities are not very likely.
- Other improvement opportunities are covered in more detail in Section 6's review of Broadband Infrastructure Account and BEAD suggested areas for consideration.

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<sup>11</sup> We note that a few other providers claim to offer services to a very small number of residential locations. TPx Communications offer DSL to a single location. AT&T offers DSL to 11 locations, and fiber services to a reported 6 locations.

**Section 5: Asset Inventory and Gap Analysis** presents the current middle mile infrastructure available to ISPs across the county to better understand ISPs’ backhaul capabilities and how California’s planned open-access middle mile network may change any deployment strategies.

**Section 6: Broadband Funding Strategies** reviews a number of state and federal funding programs that can be used to develop grant-eligible broadband deployment projects. These opportunities can support network expansions to areas that would otherwise be difficult or impossible to serve. While these programs share many requirements and rules, they also have subtle differences regarding location eligibility, buildout requirements, applicant matching requirements, and other project planning considerations. These differences can make a particular funding option better suited for a given area in need. This section focuses on three significant last mile funding opportunities:

**Table 3: Location Eligibility Considerations for California’s Three Primary Last Mile Grant Programs**

Grant Program	Grant Availability Timing	Eligible Areas	Additional Location Considerations
<b>Last Mile Federal Funding Account (FFA)</b>	First application cycle ended Sept. 29, 2023; cycles expected every 6 months	Must lack access to 25/3 Mbps service from “reliable” wireline source	DSL and cable using DOCSIS 2.0 or below are presumed not “reliable.” <sup>12</sup>
<b>California Advanced Services Fund Broadband Infrastructure Account (BIA)</b>	Recent application cycle ended June 1, 2023 <sup>13</sup> ; expected to occur annually	Must lack access to 25/3 Mbps service from wireline or fixed wireless sources	Strong focus on areas without any service whatsoever. Median household income also influences priority areas. <sup>14</sup>
<b>Broadband Equity, Access, and Deployment Program (BEAD)</b>	First application cycle expected to begin mid-2024 at the earliest; at least two application cycles expected	Likely restricted to locations that lack access to 25/3 Mbps service from “reliable” wireline or licensed fixed wireless	“Reliable” defined as “available with a high degree of certainty.” <sup>15</sup>

■ **Federal Funding Account:**

The State of California allocated \$13,221,784 to Inyo County to be distributed through the FFA program. In September of 2023, the CPUC received three applications for Inyo County, all from Frontier. One project will span both Inyo and Kern Counties and requested \$6,629,936, only a small portion of which will come from Inyo County’s allocation. The other two projects located exclusively in Inyo County requested \$3,568,487 to connect 706 FFA-eligible locations at an average cost of \$5,055 per location. These funding requests are presented in the table below.

<sup>12</sup> CPUC, Federal Funding Account Program Rules and Guidelines, Order Instituting Rulemaking Regarding Broadband Infrastructure Deployment and to Support Service Providers in the State of California, Rulemaking 20-09-001, Decision 22-04-055, Appendix, April 21, 2022, pp. A-8, A-16, (“FFA Guidelines”), <https://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M470/K481/470481278.PDF>; CPUC, “Frequently Asked Questions (FAQs) – Federal Funding Account, Last Mile,” April 2023, p. 3, [https://www.cpuc.ca.gov/-/media/CPUC%20Website/Files/uploadedFiles/CPUC\\_Public\\_Website/Content/Utilities\\_and\\_Industries/Communications\\_-\\_Telecommunications\\_and\\_Broadband/FFA%20Webpage%202023-04/FFA%20FAQs%20V2.pdf](https://www.cpuc.ca.gov/-/media/CPUC%20Website/Files/uploadedFiles/CPUC_Public_Website/Content/Utilities_and_Industries/Communications_-_Telecommunications_and_Broadband/FFA%20Webpage%202023-04/FFA%20FAQs%20V2.pdf).

<sup>13</sup> CPUC, “Second Postponement of the 2023 CASF Infrastructure Application Deadlines,” April 18, 2023, <https://www.cpuc.ca.gov/-/media/cpuc-website/divisions/communications-division/documents/casf-infrastructure-and-market-analysis/2023-letters/20230418-exec-dir-casf-infra-extension-deadline-letter.pdf>.

<sup>14</sup> CASF, Broadband Infrastructure Grant Account Program Requirements, Guidelines and Application Materials, Order Instituting Rulemaking Regarding Revisions to the California Advanced Services Fund, Rulemaking 20-08-021, Decision 22-11-023, Attachment 1, p. A-10, updated May 31, 2023, <https://www.cpuc.ca.gov/-/media/cpuc-website/divisions/communications-division/documents/casf-infrastructure-and-market-analysis/broadband-infrastructure-grant-account--landing-page/decision-docs/d2211023attachment-1casf-guidelinesw-coverheader053123.pdf>.

<sup>15</sup> NTIA, Broadband Equity, Access, and Deployment Program Notice of Funding Opportunity, 15, May 12, 2022, (“BEAD NOFO”), <https://broadbandusa.ntia.doc.gov/sites/default/files/2022-05/BEAD%20NOFO.pdf>.

**Table 4: Applications for Inyo County Submitted to the Federal Funding Account by September 29, 2023**

Organization	Project Name	Amount Requested	Unserviced Locations
Frontier	Inyo 1	\$1,413,619	441
Frontier	Inyo 2	\$2,154,868	265
Frontier	Kern*	\$6,629,936	523

*\*Denotes a project that spans multiple counties*

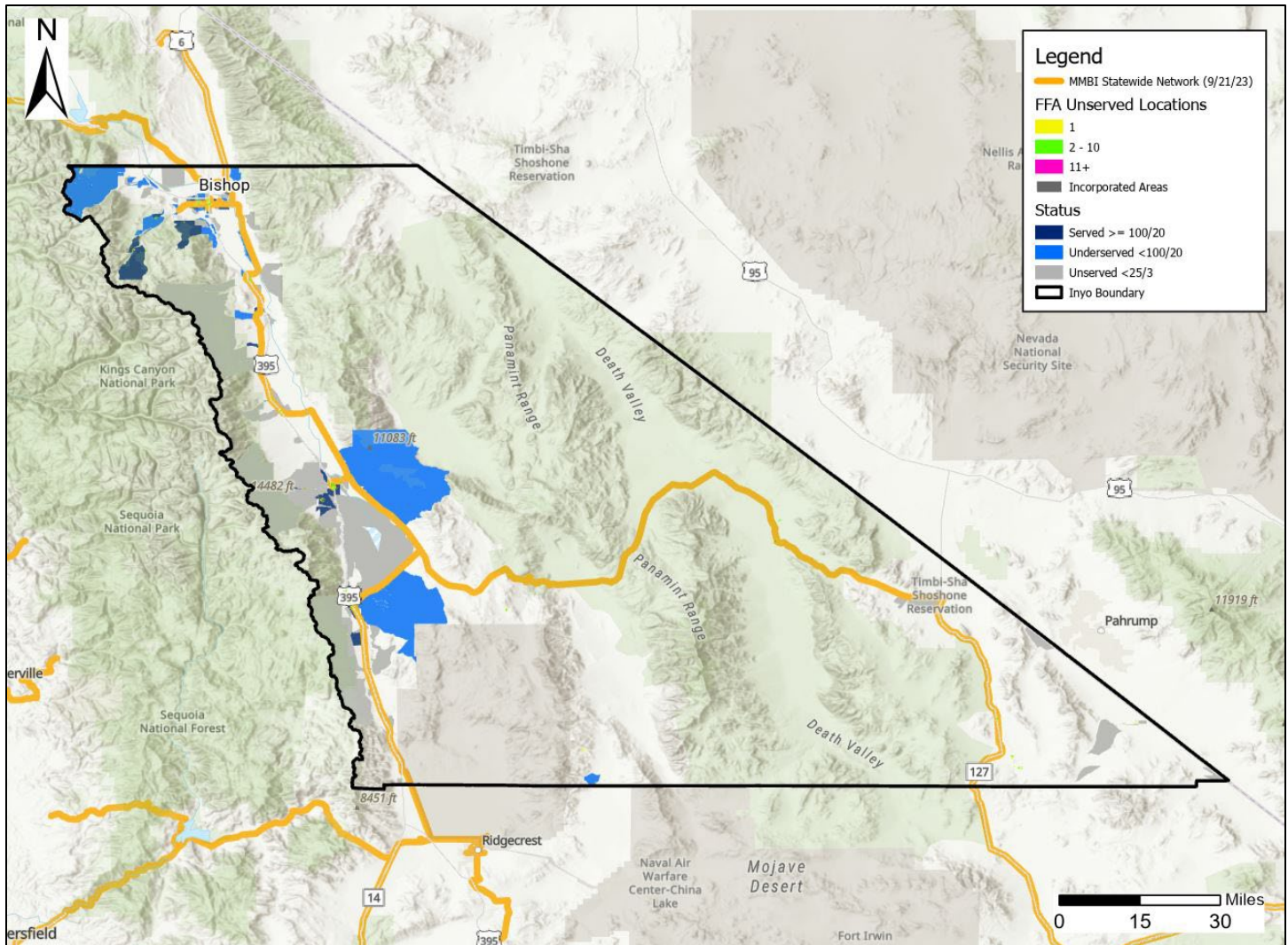
At the time of this writing, applications are still being reviewed, and winners have not yet been announced. Detailed information about each application, including maps of proposed funded service areas, can be found here:

<https://broadbandportal.cpuc.ca.gov/s/objection-page>

Given the impact each project award would have on future network deployment efforts in the county, ISPs and municipalities must be flexible when planning for projects that can best utilize the other funding opportunities available over the next two years. The map below shows the locations eligible for the FFA program. We note that the eligibility criteria are broader than the BEAD program’s definitions of “unserved” locations.



Figure 1: Inyo County FFA Application Final Candidates and BEAD Eligible Unserved and Underserved Areas<sup>16</sup>



Considering Frontier’s proposed projects during the first round of the FFA program, several areas could be covered with any remaining FFA funding. We suggest considering the following:

- Lone Pine Communications could consider extending its wireline service area to reach Olancha, expanding to eligible for the FFA-eligible addresses to the south, or expanding eastward to reach eligible areas in Keeler, to the east of Owen’s Lake. The state’s middle mile network will be constructed along US 395 and could serve as the basis for another provider’s deployment through Olancha, but Lone Pine Communication’s existing unlicensed fixed wireless

<sup>16</sup> Figure uses FCC National Broadband Map and Broadband Data Collection (BDC) program data to identify all census blocks that contain no locations served by wireline or licensed fixed wireless services offering speeds of at least 25/3 Mbps (“unserved” within the BEAD program) and all census blocks that contain no locations served by wireline or licensed fixed wireless services offering speeds of at least 100/20 Mbps but do contain at least one location receiving at least 25/3 Mbps services from one of the listed technologies (“underserved”). Unfortunately, this map does not identify census blocks that contain only a portion of locations served by either 25/3 Mbps or 100/20 Mbps, so there may be individual unserved locations in underserved census blocks and unserved or underserved locations in served census blocks. To highlight partially served census blocks, we have also provided the CPUC’s information about where locations unserved by either fiber or high-speed cable networks are found. More details are found in Section 4.



service in the area could provide a competitive advantage with this areas' customers, as the Lone Pine likely a recognized brand within the community and could transition them to fiber wireline service more easily.

- In the west-central Inyo County, many locations that are already served by Frontier's DSL network are eligible for the FFA program. Frontier could consider pursuing additional support from the FFA to upgrade these networks to fiber in Independence and locations directly to the north of this community. As Frontier has already secured access to poles and rights-of-way in these areas, the provider will likely be able to deploy fiber at lower cost than a new market entrant could.
- Big Pine, in northwest-central Inyo, contains locations eligible for the FFA program that are within both Frontier and Optimum's existing service areas. As the state's planned middle mile network will extend down US 395, both providers could consider using the transport services introduced to the area by this network to facilitate this deployment. If ambitious, this project could include FFA-eligible locations in the very southwestern edge of Big Pine, just off of Sugar Loaf Road.
- Lastly, many locations through Bishop, in north-central Inyo County, are eligible under the FFA program, despite the many providers that serve this population center. In fact, every wireline provider with a presence in Inyo County could consider applying to the FFA to serve these locations, as AT&T, Frontier, Optimum, and Lone Pine Communications all maintain networks somewhere in the city.

#### ■ **Broadband Infrastructure Account:**

Inyo County has a reported 2,676 locations (28.3 percent) that do not yet receive any service meeting the 10/1 Mbps standard, 1,358 locations (14.3 percent) of which are reported to not receive any form of internet service. This latter group is prioritized by the BIA program, regardless of the income characteristics of the area, but to identify these locations, the county will need to license access to the CostQuest address fabric. With a significant portion of unserved locations also located in low-income census blocks, ISPs looking to expand their current service areas should consider using the BIA to expand beyond their current service areas or to upgrade services to low-income households currently receiving DSL services offering less than 10/1 Mbps. Nearly all of the project area suggestions made for the BEAD program below should be considered for the BIA program as well, once the ISP or municipality obtains access to the address fabric and can evaluate the current service characteristics (or more importantly, lack thereof) to each location in those suggested areas.

BIA projects can identify areas as small as individual properties and combine them in one application, so long as the residents of each property are low-income households or lack current service entirely. As a result, this program is a unique option for project proposals across the county that focus on expanding or upgrading existing networks to reach a number of small, non-contiguous areas. Including areas that may already receive 10/1 Mbps service but not 25/3 Mbps service, there are a few clusters in low-income census blocks that are worth highlighting to be considered for the BIA program:

- In the northwestern portion of the county, along a bend in US Highway 6, the Laws area contains low-income census blocks that have been marked unserved. Frontier and Optimum both have nearby infrastructure and can easily connect these locations.
- Near the western edge of the center of the county, there are a scattered number of unserved homes in low-income census blocks near Fort Independence Reservation and the Seven Pines campground area. Optimum may be encouraged to expand its cable reach into these areas by connecting to the state middle mile route along US 395, but Frontier's DSL network could be upgraded and expanded to these locations as well.
- Lone Pine Communications could upgrade their cable network in Lone Pine and extend it into the eligible low-income neighborhoods to the west, particularly along W Whitney Portal Road and Granite View Drive.

- Along US 395 near Haiwee, there appear to be scattered unserved locations in low-income census blocks. Portions of these unserved areas extend to the western boundary of the county from the communities of Coso Junction to Grant. There is another small cluster surrounding the South Haiwee Reservoir. Frontier DSL network could be partially replaced with fiber and extended to these unserved locations.
- The Timbi-Sha Shoshone Reservation, near Death Valley Junction, is largely unserved and at least partially classified as low-income. The state middle mile route will pass through the junction, making this area a potential opportunity to interested ISPs. By deploying in this area, the ISP could extend to the southeast corner, including the town of Charleston View, and locations along Old Spanish Trail Highway, just east of South Nopah Range Wilderness Area.
- **BEAD Grant Program:** A portion of BEAD-defined unserved locations are likely to be scattered in partially served census blocks, but there are a few areas that should be highlighted:
  - All of the areas suggested for BIA consideration above should also be considered for the BEAD program. The Laws area in the northwestern portion of the county, the Lone Pine area, and a number of scattered unserved locations found within a few miles of US 395 throughout the county should all be considered for BEAD-funded projects. The state open-access middle mile network is planned to run near a majority of these areas as well, so while Frontier, Lone Pine Communications, and even AT&T may not be near each area, any one of the three could decide to use BEAD funding to establish itself along different portions of US 395.
  - The unserved areas in the southeastern portion of the county, such as locations in and near Charleston View, Death Valley Junction, Shoshone, Tecopa, and Sandy Valley, have been designated as BEAD high-cost areas, so projects to connect these areas will have a much lower matching requirement, if any. The CPUC may designate this area as an “extremely high cost,” which would allow fixed wireless ISPs to submit plans for high speed wireless networks capable of providing services of at least 100/20 Mbps if wireline networks to this area are not economically viable. However, the state middle mile network is planned to run along State Route 127, so many locations in this area may be able to receive fiber service to their homes.
  - There are a few clusters of unserved locations west of West Bishop, particularly in the outskirts of Round Valley, Starlight, and further southwest in Aspendell. The state middle mile network will run to the intersection of W Highway 168 and Ed Powers Road. If Frontier elects to use the state middle mile network it could extend its existing fiber network to these clusters in West Bishop.

Section 6 also reviews how counties and municipalities can work to ensure that unserved locations are eligible for grant funding. These funding programs require applicants to rely upon broadband service maps from either the FCC or the State of California, but not all locations are accurately classified on these maps. Local governments, ISPs, non-profits, and in some cases, the residents themselves may attempt to reclassify locations to make them eligible for funding if sufficient evidence is gathered to demonstrate that a location is not served. Local governments can implement a number of strategies to gather this information and ensure residents with unreliable or slower services can be included in deployment planning during this unique and brief funding window.

**Section 7: Fostering a Healthy Broadband Deployment Environment: Permitting, Coordination, and Other Local Policies** reviews how municipalities can help to encourage ISPs to serve unserved and underserved areas by adopting policies and strategies that can reduce deployment costs in their communities. From improving permitting and asset access policies to improving local coordination both within the local government and between other key stakeholders, municipalities can reduce the costs and efforts required by ISPs to expand services while developing strategies that can benefit from the input of community groups, businesses, and neighboring municipalities.

**Section 8: Digital Inclusion Considerations and Strategies** expands upon the analysis of broadband needs found in Section 3 and provides more ways of understanding the different groups needing broadband service adoption assistance. Municipalities are encouraged to work with community anchor institutions (CAIs) to improve the use of service subsidy programs such as the Affordable Connectivity Program (ACP) and the California LifeLine program and to expand local efforts to close the digital divide by planning programs that will utilize a new wave of digital inclusion programming soon to come from the IIJA's funding to California, funding that is in addition to the IIJA BEAD infrastructure funding.

**Section 9: Smart Communities** analyzes how Inyo County can best utilize the capabilities of broadband-enabled technologies to improve quality of life for all residents. Vanasse Hangen Brustlin (VHB), a firm with extensive experience in urban planning and smart community strategy, partnered with Tilson for this study to evaluate critical smart community applications to consider when addressing broadband deployment, area funding prioritization, and enabling technologies that help mitigate risk to constituents. By analyzing environmental, transportation, energy, economic, and other factors within the county, this section develops a list of prioritized strategies and reviews how they and other smart community strategies can be planned and implemented. Inyo County's top smart communities strategy priorities should include:

- Expand Flood and Landslide Monitoring Systems to Improve Safety;
- Expand Wildfire Detection and Monitoring systems to Improve Safety;
- Deploy Charging and Fueling Infrastructure to Support Zero Emissions Vehicles (ZEV) and Electric Vehicles (EV);
- Improve Digital Access and Equity;
- Expand use of Clean and Renewable Energy Systems to Reduce Carbon Emissions, Increase Community Equity, and Improve Resilience

**Section 10: Recommendations and Next Steps** presents a list of actions and strategies that Inyo County can use to prioritize broadband funding to address the digital divide. Drawing together insights found throughout the rest of this report, these recommendations will pull together the market assessment, review of infrastructure assets, funding opportunities, and digital inclusion considerations to develop a roadmap that the local governments of Inyo County and incorporated towns and cities within it can follow to guide their next steps toward a more digitally inclusive future.



SECTION

02

**INDUSTRY OVERVIEW, BROADBAND  
BENEFITS AND CHALLENGES**

The telecommunications industry has a history of significant transformation driven by technological advances and regulatory changes. What was once an industry that delivered television signals over the air and telephone calls over wires now provides telephone service over mobile wireless networks and high-definition video over wired broadband networks. This flip has occurred due to bandwidth demands of new applications, technological advances of wireless and wireline networks, regulatory changes in retail and wholesale competitive practices and access to the wireless spectrum.

Competitive changes in the telecommunications industry stem directly from the 1982 antitrust case and consent decree that brought about the divestiture of the Bell System and AT&T's separation from the Regional Bell Operating Companies.<sup>17</sup> Subsequently, the 1996 Telecommunications Act mandated the Regional Bell Operating Companies provide wholesale access to certain telecommunications facilities to competitive carriers. This wholesale access facilitated competition in several service markets, including voice services, long distance, and eventually DSL.

Since these fundamental transformational events, competition in the telecommunications industry has expanded due to regulated access to additional licensed spectrum for fixed and mobile wireless services, the creation of spectrum bands for unlicensed use, and the establishment of subsidy regimes to incentivize carriers to provide voice and broadband service to even the most difficult to serve locations.

Technological changes have perhaps been the industry's most significant. The transition from copper telephone lines to mobile calling and from broadcast television to the high bandwidth demands of 4K and even 8K streaming video required advances in wireless and fiber technology (and to a degree the technology behind hybrid fiber-coax cable television and cable broadband networks). Advances in wireless technology have largely centered around the creation of the mobile wireless industry and widespread deployment of mobile wireless networks. Mobile telephone calls now greatly outnumber landline telephone calls and smart phones are now ubiquitous. The mobile industry, and the advent of smartphones and the mobile networks capable of handling the data traffic they produce, have caused a paradigm shift in American culture around communication and access to information. These technological advances were enabled by access to portions of the radio frequency spectrum and technological advances allowing smartphone capabilities and cost efficiencies of enabling hardware.

Advances in the wireless industry extend to advances in the fixed wireless industry as well. While technological advances have been significant in terms of speed, performance, hardware size and cost, these advances have also been enabled by access to portions of the frequency spectrum not previously available for commercial use. Higher frequency portions of the radio frequency spectrum allow for higher bandwidth and faster speeds but do have the drawback of having a shorter range and being more susceptible to signal degradation from foliage and topography. As a result, more wireless nodes are typically required to achieve the desired coverage and performance. The type of fixed wireless technology most often used to provide rural internet service, point to multipoint technology, which involves a base station radio (the "point") that serves multiple end users (the "multipoints") has seen impressive advances in technology over recent years as a result of newly available spectrum such as the Citizens Band Radio Spectrum (CBRS) and the Educational Broadband Service (EBS) spectrum. Fixed wireless point to multipoint systems can now provide service in excess of 100 Mbps download speeds. However, these systems are still largely asymmetrical meaning the upload speeds are limited and the actual speeds and performance at a subscriber's location will depend entirely on the signal strength at that particular location which can be greatly affected by foliage and topography. Also, technological advances allowing for low-cost consumer-grade hardware have been critical.

Technological advances in the fiber optics industry are also significant. Not just the technological advances and speeds and capacity of modern fiber networks, but also the widespread implementation of fiber networks over copper networks by providers building new broadband networks. Fiber has categorically replaced copper in most aspects of the

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<sup>17</sup> United States v. AT&T, 552 F. Supp. 131 (D.D.C.1982). See, e.g., Christopher S. Yoo, "The Enduring Lessons of the Breakup of AT&T: A Twenty-Five Year Retrospective," Federal Communications Law Journal: Vol. 61: Iss. 1, Article 2, p. 2 (2008), explaining that this case serves as a starting point to examine the major telecommunications competition policy issues that occurred after it.



telecommunications industry. Major circuits between regions, undersea cables, long haul cross country circuits, are all now ubiquitously fiber. Copper is an antique in the telecommunications industry, oxidizing and rotting away and waiting to be replaced by fiber. Even in the cable television industry, which has enormous sunk costs in their decades-old, hybrid fiber coax networks, the switch to all fiber networks has begun.

As with the specific advances in point to multipoint wireless technology, advances in fiber technology have also centered around advances in point to multipoint fiber to the premises (FTTP) technology. Historically, fiber has been a point to point technology, with every connected location having a dedicated fiber home run from it to the serving switch port. More recent technology, known as Passive Optical Networks (PON), are able to use a single switch port (the “point”) to serve dozens of end users (the “multipoints”). This technology allows the deployment of fiber to the premise networks at a significantly lower cost. Less fiber is required, fewer active electronics are required, less splicing, less labor, etc. Recent advances in PON technology have brought the standard from GPON with a shared downstream path of 2.4 Gbps and a shared upstream path of 1.2 Gbps (typically shared among 32 users) to XGS-PON with a shared symmetrical 10 Gbps (typically shared by 32 to 64 subscribers). Even more advanced PON technologies are under development that will allow for even greater capacity.

More recent industry advances take the form of historic amounts of grant funding currently available for broadband infrastructure. The COVID-19 pandemic revealed the true inequities of households without broadband and ushered in significant pieces of federal and state legislation, providing funding for broadband infrastructure not seen before and likely never to be seen again. Early into the COVID public health emergency and the migration of activity from businesses and schools to the home, the challenges of legacy technologies became more apparent. Much of the country discovered that what functioned as acceptable connectivity for basic home consumption no longer functioned for work, school, and usage by multiple people at the same time.

During the pandemic, the federal government expanded its broadband deployment funding programs significantly, but it also recognized the scope of the challenge was too large for federal agencies to address alone. Many of these funding opportunities included provisions for broadband, devices, and access, such as the Coronavirus Aid, Relief, and Economic Security Act (CARES); Coronavirus Response and Consolidated Appropriations Act of 2021; and American Rescue Plan Act (ARPA).<sup>18</sup> In November 2021, the Infrastructure Investment and Jobs Act (IIJA) was passed, with billions of dollars to develop broadband infrastructure and digital equity programs.<sup>19</sup> <sup>20</sup> All four of these federal funding packages identified the need for better broadband technology and higher service speeds, raising the standard for broadband service above and beyond past standards.

In December 2020, the California Broadband Council released the California Broadband for All Action Plan with support from state legislators, agencies, and local organizations.<sup>21</sup> The plan outlines the current state of broadband availability and adoption across California, challenges, opportunities, and a plan of action to ensure universal adoption for all Californians through access to affordable highspeed broadband, devices, and skills to use devices and connectivity. The plan recognizes the challenges specific to California, considering geographic as well as socio-economic barriers.

In July of 2021, the California State Legislature passed Senate Bill 156 (SB156), which allocated \$6 billion toward broadband efforts, introducing new funding, financing, and planning programs. The legislation also significantly updated the program

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<sup>18</sup> Benton Institute for Broadband & Society, “Federal Broadband Support During the COVID-19 Pandemic,” April 23, 2021, <https://www.benton.org/blog/show-us-money-federal-broadband-support-during-covid-19-pandemic>.

<sup>19</sup> Infrastructure Investment and Jobs Act (IIJA), 135 Stat. 429, 117th Congress, November 15, 2021, <https://www.congress.gov/117/plaws/publ58/PLAW-117publ58.pdf>.

<sup>20</sup> Federal Communications Commission, “Emergency Broadband Benefit Program,” <https://www.fcc.gov/emergency-broadband-benefit-program>, accessed August 2023.

<sup>21</sup> California Broadband Council, *Broadband for All Action Plan*, 2020 December 30, 2020, (“CA Broadband for All Action Plan”), <https://broadbandcouncil.ca.gov/wp-content/uploads/sites/68/2020/12/BB4All-Action-Plan-Final.pdf>.

requirements of existing broadband funding opportunities to meet unserved Californians' current and future broadband needs.<sup>22</sup> The bill allocated \$3.25 billion of this funding to construct a statewide open access middle mile network that would extend deep into the rural areas across California, significantly reducing the cost to deploy last mile networks needed to connect nearby unserved locations. SB156 also allocated \$2 billion dollars for last mile fiber to the premises networks, which is in addition to the \$1.8 billion allocated to the state of California by the IJA BEAD program, also for broadband last mile networks.

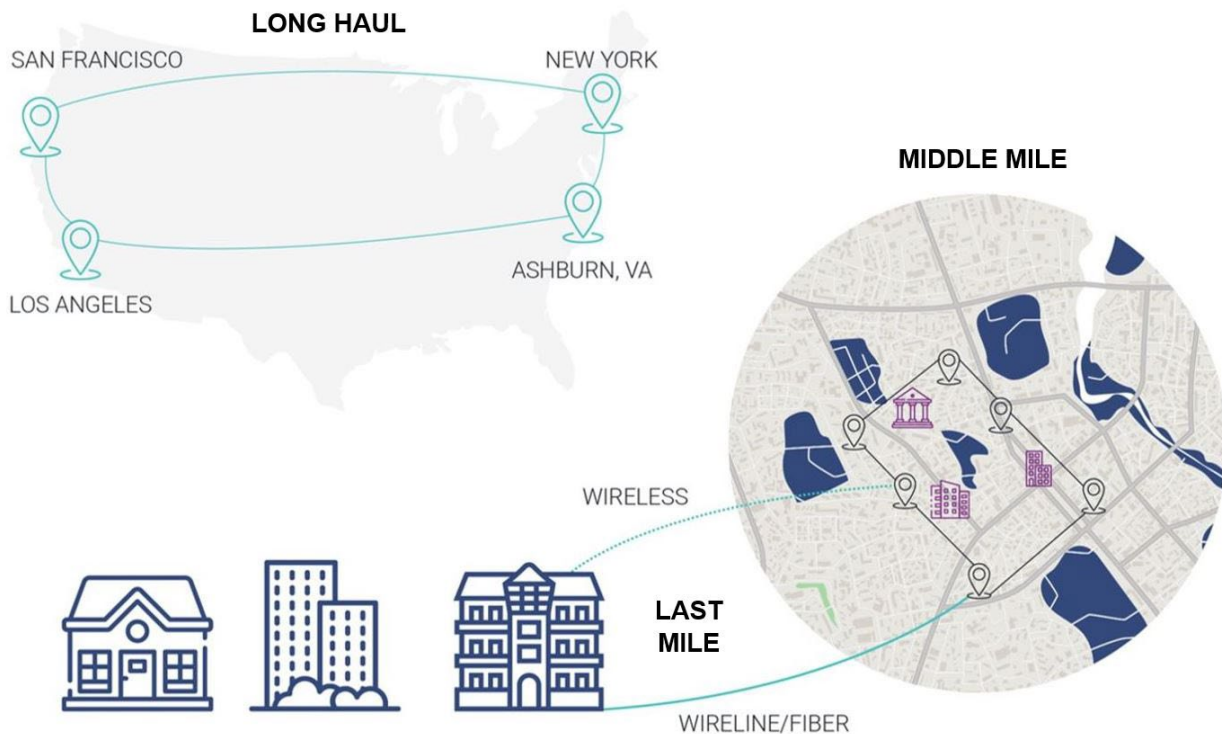
## 2.1 Overview of Broadband Terminology

This section is a primer and reference for the reader to understand, engage with, and utilize the terminology of this Inyo County Feasibility Plan. This section will outline common terms, define them in plain language, and provide examples where appropriate. If the reader feels a broadband industry primer is not required, they can proceed directly to other sections.

### 2.1.1 Physical Infrastructure and Delivery

The terms *Long Haul*, *Middle Mile*, and *Last Mile* describe the fundamental network segments of broadband delivery. In much the same way as roads connect a delivery driver with a package to a home or business, these networks deliver content to and from a home, business, or Community Anchor Institution (CAI). Long haul, middle mile, and last mile can refer to both wireless and wired connections.

**Figure 2: Network Types**



<sup>22</sup> California SB 156 (2021-2022 Regular Session), [https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill\\_id=202120220SB156](https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220SB156).

### ■ Long Haul

Long haul infrastructure can be compared to an interstate highway, allowing large volumes of traffic to move long distances and at high speeds. This infrastructure moves data over long physical distances, connecting major cities across the county to one another or across international boundaries.<sup>23</sup> This network level is usually buried fiber optic infrastructure that covers hundreds and even thousands of miles, including undersea cables.<sup>24</sup>

Long haul fiber optic networks are the backbone of all internet and phone traffic, providing national and global transport of data. Long Haul networks generally connect major internet points of presence in major cities and geographic areas such as Los Angeles, San Francisco, Seattle, Denver, Dallas, Chicago, New York and Miami. Continental long haul networks connect to international long haul networks from Europe, Asia and South America at submarine cable landing stations along the Pacific coast and the Atlantic coast. There are currently eight submarine cable landing stations along the California coast.<sup>25</sup> Long haul networks offer virtually unlimited capacity, offering large fiber strand counts and employing the latest technology. While long haul networks do traverse through many rural communities on their way from point A to point B, they are often inaccessible locally due to their design and operating model.

### ■ Middle Mile

Middle mile networks are like regional long haul networks, spanning distances between major connection points at the state or regional level. The middle mile is the infrastructure between communities and major routes within communities. Sometimes middle mile networks provide direct connections to high bandwidth users such as schools and hospitals, but they do not provide direct connections to homes or small businesses. In the road metaphor, middle mile is a state highway or major thoroughfare through a community. Fiber middle mile can be *lit*, with the middle mile operator providing transmission services, or *dark*, allowing a company to lease individual fibers, connect its own electronics (to “light” the fiber), and control the transmissions itself. This choice enables last mile providers of different sizes to choose between purchasing bandwidth as a service and focusing on other efforts or operating their own middle mile facilities in conjunction with their last mile operations and expansion efforts. The closer a middle mile connection point is to a potential service area, the less last mile infrastructure needs to be installed, so last mile extensions can be very convenient when new middle mile networks are added.

The State of California’s middle mile initiative plans to offer access to as much as ten thousand miles of underground fiber optic cable traversing all counties in the state.<sup>26</sup> This network will be available for use by projects locally, allowing any last mile networks, including those funded by current and future broadband infrastructure grant programs, to connect to it for transport to internet points of presence in Los Angeles and San Francisco where the data traffic can be handed off to a Long Haul network as needed for transport to other states and countries. Details on middle mile providers in the county and California’s state Middle Mile Initiative are included in Section 5.

### ■ Last Mile

Last Mile networks provide the final connection to homes, businesses, local government facilities and other community anchor institutions and connect them to middle mile networks such as the state middle mile network,<sup>27</sup> which in turn connect

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<sup>23</sup> The Pew Charitable Trusts, *Broadband Basics: How it Works, Why It’s Important, and What Comes Next*, August 18, 2023, <https://www.pewtrusts.org/en/research-and-analysis/fact-sheets/2023/08/broadband-basics-how-it-works-why-its-important-and-what-comes-next>.

<sup>24</sup> California Legislative Analyst’s Office, *Overview of Last Mile Broadband Infrastructure Project Administration and Funding*, April 6, 2022, accessed August 2023, <https://lao.ca.gov/handouts/socservices/2022/Last-mile-Broadband-Infrastructure-040622.pdf>.

<sup>25</sup> <https://www.submarinecablemap.com/>

<sup>26</sup> <https://middle-mile-broadband-initiative.cdt.ca.gov/>

<sup>27</sup> Nevada County, California, *Last mile Broadband Grants Program*, accessed August 2023, <https://www.nevadacountyca.gov/2894/Last-mile-Broadband-Grants-Program>.



to long haul networks to move data between end users regardless of their location. To continue the comparison between broadband networks and road networks, last mile networks are akin to the neighborhood streets. The part of the network connecting the last mile to the house or business is known as a service *drop* or *line extension* and can be thought of as a driveway.

Last mile networks can be wireline or wireless, however the optimal solution is generally considered to be a fiber to the premises (FTTP) network where each premises can receive a service drop of fiber cable directly to their building. Last mile FTTP networks can be installed either on existing utility poles or buried underground, the latter being more expensive but also more resistant to service outages. Underground fiber is generally protected from things that typically affect aerial fiber cabling such as wildfires, ice storms or cars crashing into utility poles.

### 2.1.2 Speed and Performance

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*Bandwidth* is the capacity of a broadband or other telecommunications network to move data across the network, similar to how a road system moves vehicle traffic. Internet speeds are measured in *bits per second* or *bps*.<sup>28</sup> Previously, data was measured in *kilobits per second* or *Kbps* – this unit was used to describe the bandwidth of dial-up modems and is still applied to fax machines. Today we measure data in *Megabits per second*, or *Mbps*, and *Gigabits per second*, or *Gbps*. Each of these measurements is 1,000 times faster than the prior measurement: Gbps is 1,000x faster than Mbps, which is 1,000x faster than Kbps.

It is important to note that speed is not the only measure of an internet connection's performance. The latency, or delay, of a connection is also very important. High latency can be caused by a bottleneck or point of congestion in a network. For example, if a last mile network connects to a middle mile network with an insufficient connection (or a middle mile network connects to a long haul network with an insufficient connection) that does not have enough capacity to allow all traffic to flow without contention, this will cause data to be buffered or even dropped. This will slow the overall delivery of data regardless of the advertised speed of an internet connection. Latency is frequently a problem during times of heavy network usage.

Network congestion and contention can also cause jitter, which is a time delay in the delivery of data caused when data packets are dropped and need to be resent. Jitter often takes the form of streaming video pixelation and voice delays, interrupting applications that rely on real-time usage. ISPs and network operators can control both latency and jitter by maintaining sufficiently robust connections not only to their last mile customers, but to middle mile and long-haul connections.

#### ■ FCC Definition

The FCC defines *broadband service* as internet service that provides a minimum of twenty-five (25) megabits per second (Mbps) download and three (3) megabits per second upload, commonly written as 25/3 Mbps. *Download* is the consumption of data from the internet, such as watching YouTube videos, checking emails, and surfing the internet. *Upload* is sending data over the internet, such as sending emails or posting pictures to Instagram. One of the challenges many people and organizations discovered through the wide use of Zoom, Teams, Hangouts, and FaceTime is the need for faster upload speeds. Any speed below 25/3 Mbps is not considered broadband and locations with this level of service are considered

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<sup>28</sup> The Pew Charitable Trusts, "Broadband Basics: How it Works, Why It's Important, and What Comes Next," August 18, 2023, <https://www.pewtrusts.org/en/research-and-analysis/fact-sheets/2023/08/broadband-basics-how-it-works-why-its-important-and-what-comes-next>.

unserved by the FCC. Still, there have long been discussions that 25/3 Mbps is too low a threshold<sup>29</sup> and does not reflect the needs of advancing technology.<sup>30</sup>

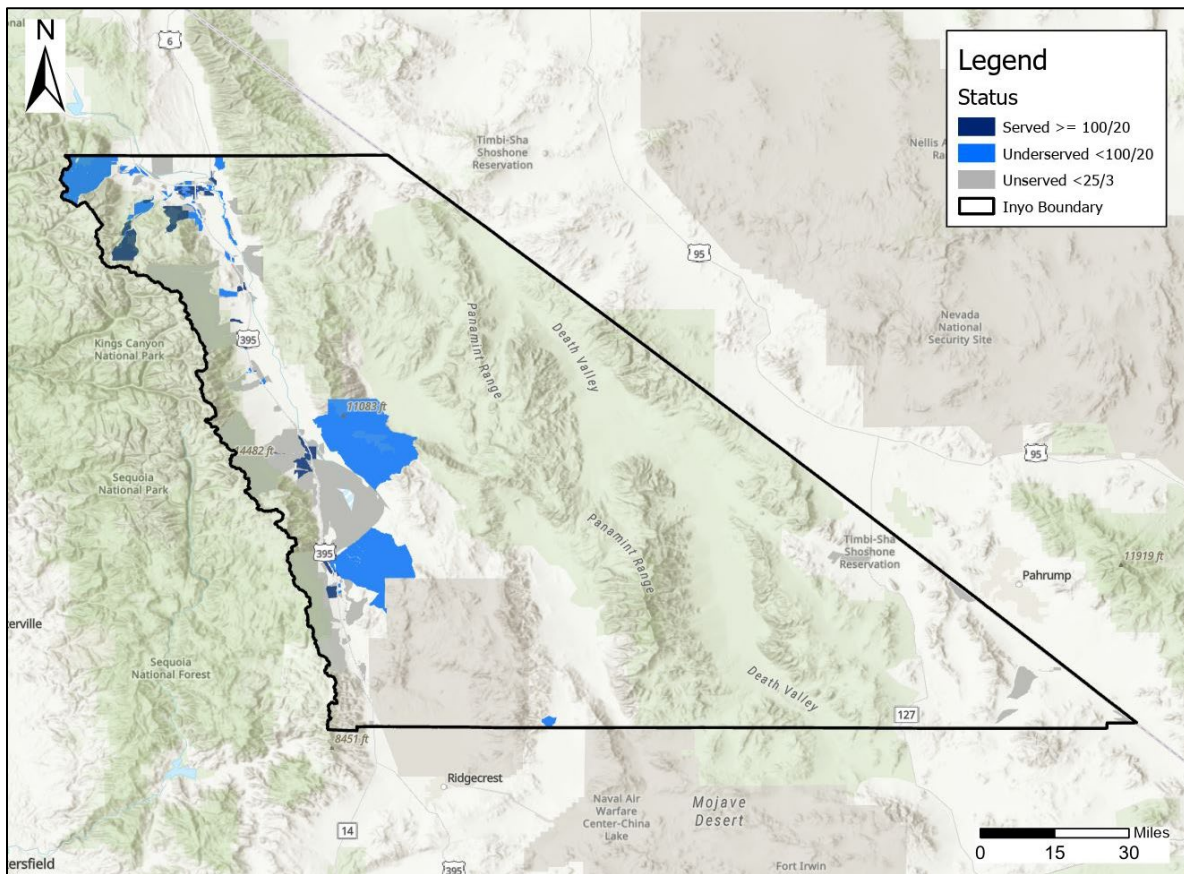
■ **Infrastructure Investment and Jobs Act**

The Infrastructure Investment and Jobs Act (IIJA) of 2021 set aside unparalleled funding for broadband and digital equity deployment.<sup>31</sup> As part of this legislation, the IIJA added the classification of underserved, in addition to unserved. The Broadband Equity, Access, and Deployment (BEAD) program, established in the IIJA, defines the two as follows:<sup>32</sup>

- Unserved are those locations without any service offerings at or above 25/3 Mbps
- Underserved are those locations with 25/3 Mbps but less than 100/20 Mbps

Figure 3 below illustrates the areas of Inyo County that are unserved, underserved, and served as defined by the IIJA.

**Figure 3: Served, Underserved, and Unserved Areas in Inyo County**



Note: Each census block shows the highest service speed available from the wireline or fixed wireless services in that area. This map uses the BEAD program’s definitions for served, underserved, and unserved locations. See Section 6 for details.

<sup>29</sup> Congressional Research Service, *Raising the Minimum Fixed Broadband Speed Benchmark: Background and Selected Issues*, July 12, 2021, <https://crsreports.congress.gov/product/pdf/IF/IF11875/2>.

<sup>30</sup> US Government Accountability Office, *Broadband Speed: FCC Should Improve Its Communication of Advanced Technologies Capability Assessments*, April 25, 2023, <https://www.gao.gov/products/gao-23-105655>.

<sup>31</sup> Infrastructure Investment and Jobs Act, Public Law 117–58, 117th Congress, November 15, 2021, <https://www.congress.gov/117/plaws/publ58/PLAW-117publ58.pdf>.

<sup>32</sup> BEAD NOFO, p. 7.

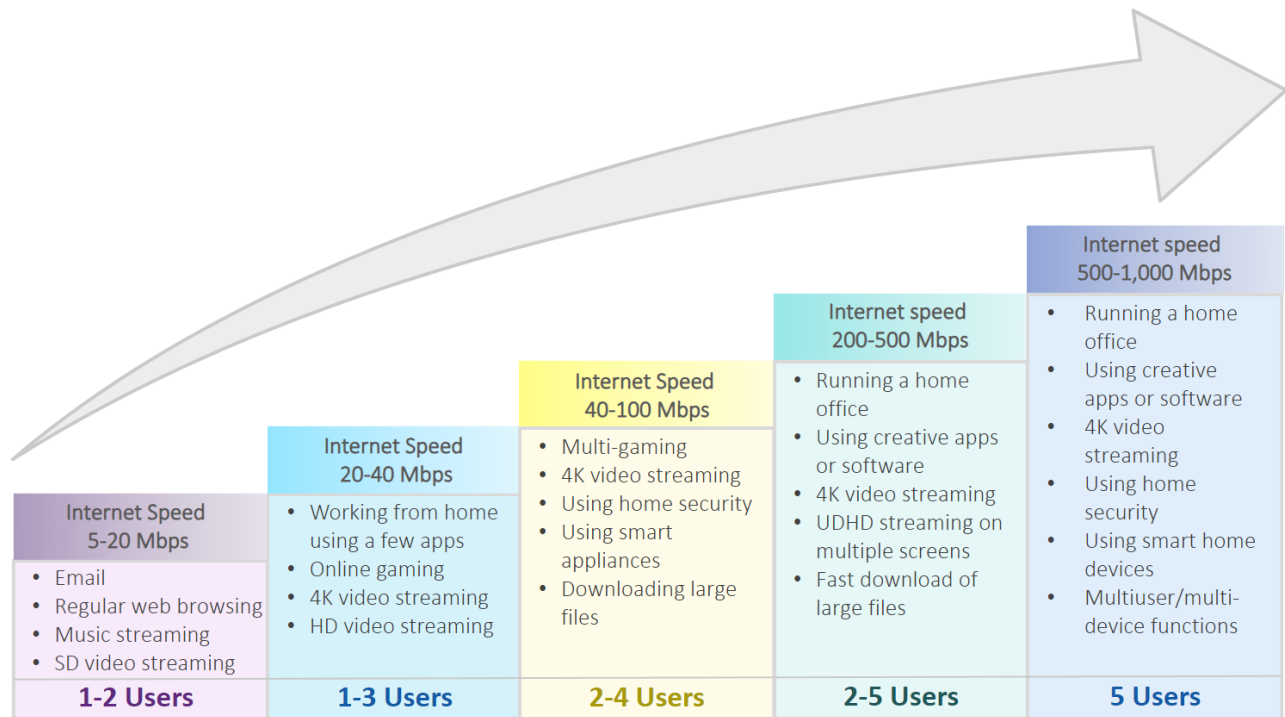
Most of the county is classified as unserved or underserved, with speeds of less than 100/20 Mbps available.

This is significant, as the IIJA and BEAD program recognize the need to scale data consumption to meet future connectivity needs. The IIJA dictates that any networks constructed with funding from the BEAD program must be capable of delivering speeds of at least 100/20 Mbps to end-users to account for ever-growing capacity demands and prioritizes the funding of high bandwidth fiber to the premises last mile networks.<sup>33</sup>

■ California Definition

The 2020 California Broadband for All Action Plan (Action Plan) advocated that the minimum speed used to define broadband in California be increased dramatically from 6/1 Mbps to at least 25/3 Mbps, to align with the FCC standard. Additionally, the Action Plan called for the goal of all deployments be at least 100/20 Mbps, aligning the State with federal funding requirements.<sup>34</sup>

Figure 4: Estimated Home Service Speeds Needed per Number of Users<sup>35</sup>



<sup>33</sup> Infrastructure Investment and Jobs Act, Ibid.

<sup>34</sup> California Broadband Council, *Broadband for All Action Plan 2020*, December 2020, <https://broadbandcouncil.ca.gov/wp-content/uploads/sites/68/2020/12/BB4All-Action-Plan-Final.pdf>.

<sup>35</sup> All Connect, "Frequently Asked Questions on Internet Speeds: What Are Mbps and How Many Do I Need?," <https://www.allconnect.com/blog/faqs-internet-speeds-what-speed-do-you-need>, accessed August 2023.

## 2.2 Broadband Technologies

### 2.2.1 Wired and Wireless

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There are a variety of technologies and methods to bring connectivity into homes and businesses. Generally, two basic transmission technologies provide internet connectivity: wired and wireless. Within each category, there are multiple variations. Simply, *wireless* is connectivity that uses electromagnetic waves through the air to transmit information, while *wired* is connectivity that uses physical transmission media such as copper wire or fiber optic cable. This section will provide the reader with a high-level summary of each common type of technology.

In this feasibility plan, satellite technology is generally not considered, nor is it factored into our service availability maps and discussions. Areas that receive only satellite service, whether it be from Low Earth Orbit satellites, such as Starlink, or traditional geosynchronous orbit satellites, including HughesNet and ViaSat, are not considered served by current funding opportunities, regardless of the coverage or speeds.

#### Wired Technologies

##### ■ Digital Subscriber Line

When using Digital Subscriber Line (DSL), data is transmitted over copper telephone wires consisting of a twisted pair of thin copper wire. Often, these telephone wires are decades old and nearing the end of their useful lifespan. The speed and performance of a DSL internet connection is very distance sensitive, the farther a subscriber is from the main hardware (the Digital Subscriber Line Access Multiplexer (DSLAM)) the more signal quality declines and speeds decrease. Copper lines are also used by fax machines and older dial-up modems. While DSL can provide speeds above 25/3 Mbps, residential consumers typically cannot receive speeds above 100/20 Mbps. Factors affecting DSL's capabilities include equipment, infrastructure age, and distance between the customer premises and the DSL network equipment. Distance to facilities and age of DSL systems are generally more acute in rural areas than in urbanized areas.<sup>36</sup> Many current funding programs, such as those created by IJJA, will not fund the deployment of this technology due to the inability to consistently reach 100/20 Mbps and scale to higher speeds.<sup>37</sup>

Some internet service providers (ISPs), such as AT&T, are phasing out their DSL offerings. As of October 1, 2023, existing subscribers will be able to continue their service, but AT&T will not offer new DSL services.<sup>38</sup> In many areas, they now offer a fixed wireless service using their mobile networks to offset this loss, but as AT&T and other providers face higher repair costs from aging DSL infrastructure often dating back to the prior century, DSL networks are gradually being replaced in favor of fiber when feasible.

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<sup>36</sup> Alisher Aldashev and Birzhan Batkeyev, "Broadband Growth Infrastructure and Economic Growth in Rural Areas," *Information Economics and Policy*, December 2021, <https://www.sciencedirect.com/science/article/abs/pii/S016762452100024X>.

<sup>37</sup> Federal Communications Commission, "Types of Broadband Connections," <https://www.fcc.gov/general/types-broadband-connections#dsl>, accessed July 2023.

<sup>38</sup> AT&T has stated that it "no longer offers DSL services" on the company website. AT&T, "AT&T Internet – DSL," <https://www.att.com/internet/dsl/>, accessed October 2023.

**Table 5: DSL Providers in Inyo County**

Provider	Availability Number of Locations	Infrastructure Type
<b>FRONTIER</b>	2,314	DSL
<b>AT&amp;T Inc</b>	11	DSL
<b>TPx Communications</b>	1	DSL

■ **Cable**

*Cable* generally refers to coaxial cable made up of a copper inner conductor insulated from a conductive shield. Cable is usually installed on utility poles or buried in the rights-of-way (ROW), and then terminated into the building. Cable internet uses the same infrastructure that provides cable television to homes. Cable television systems were originally engineered and installed to broadcast television signals in one direction, from the satellite head end down to subscribers’ homes. To provide internet access the cable systems had to be reengineered to be bidirectional, allowing data to be transferred both upstream and downstream. As a transmission medium, cable has more resistance and signal loss across distances when compared to fiber.

Most modern cable plants are Hybrid Fiber Coax (HFC) systems which use fiber optics to transmit data deep into neighborhoods, then transferring to coaxial cable within the neighborhood. To provide higher speeds, Cable ISPs must install fiber deeper into neighborhoods than they had in the past as capacity demands increase. When placed sufficiently close to the end user HFC cable systems can support downloads of 1 Gbps or more. However, most cable systems are asymmetric and simply cannot provide the high upload speeds offered by fiber systems.

Cable systems depend on transmission electronics throughout multiple nodes from the originating data center to the end user’s location. These electronics use different transmission standards to send and receive signals through the cable at different frequencies, packing more data through more sophisticated use of these signals. Currently, the most widely used standards are DOCSIS 3.0 and 3.1,<sup>39</sup> which can provide 1 Gbps download speeds but allocate most of the capacity to downloads. The next standard, DOCSIS 4.0, can allocate more transmission capacity to upload speeds, but will require that cable ISPs upgrade electronics across many sections of their networks. DOCSIS stands for Data Over Cable Service Interface Specifications.

**Table 6: Cable Providers in Inyo County**

Provider	Availability Number of Locations	Infrastructure Type
<b>Optimum</b>	5,077	Coaxial cable
<b>Lone Pine Communications, Inc.</b>	370	Coaxial cable

■ **Fiber Optics**

Fiber optic cables are glass filaments, roughly the width of a human hair, that carry data in the form of light to equipment that converts the light to electrical signals.<sup>40</sup> Fiber is generally considered the gold standard of broadband as it has practically

<sup>39</sup> DOCSIS stands for Data Over Cable Service Interface Specification.

<sup>40</sup> Federal Communication Commission, "Types of Broadband Connections," accessed July 2023, <https://www.fcc.gov/general/types-broadband-connections#fiber>.

infinite speed and data capabilities, limited only by physics and the performance capabilities of the equipment used to light the fiber and recognize the light sent through these glass tubes. The main thoroughfares of the first layer of the internet are in the form of fiber optic subsea cables and cross-county long haul routes, transmitting hundreds of terabits of data per second between and across continents. Fiber optics have been utilized for decades to transmit data in this manner, but until recently, it was relatively uncommon to have fiber reach private residences. Fiber cables are also long-lasting with an expected lifetime of 50 years or more without requiring significant maintenance. As fiber middle mile becomes more accessible and components become cheaper, deploying fiber to a residence has become the end goal for many providers because of low upkeep costs and the ability to upgrade to electronics to keep up with demand well into the future.

Fiber to the Premises (FTTP) systems generally use Passive Optical Networking (PON) technology, where a single strand of fiber is connected to a port (generally a 10Gbps capable port) at an ISPs facility such as a hut or a cabinet, and that single fiber then goes into a neighborhood where it is split, using passive splitters requiring no electronics or power, into 32 or 64 fiber strands that connect to 32 or 64 premises. This shared (or tapped) technology lowers deployment costs by reducing the strand count of fiber and labor required.

**Table 7: Fiber Providers in Inyo County**

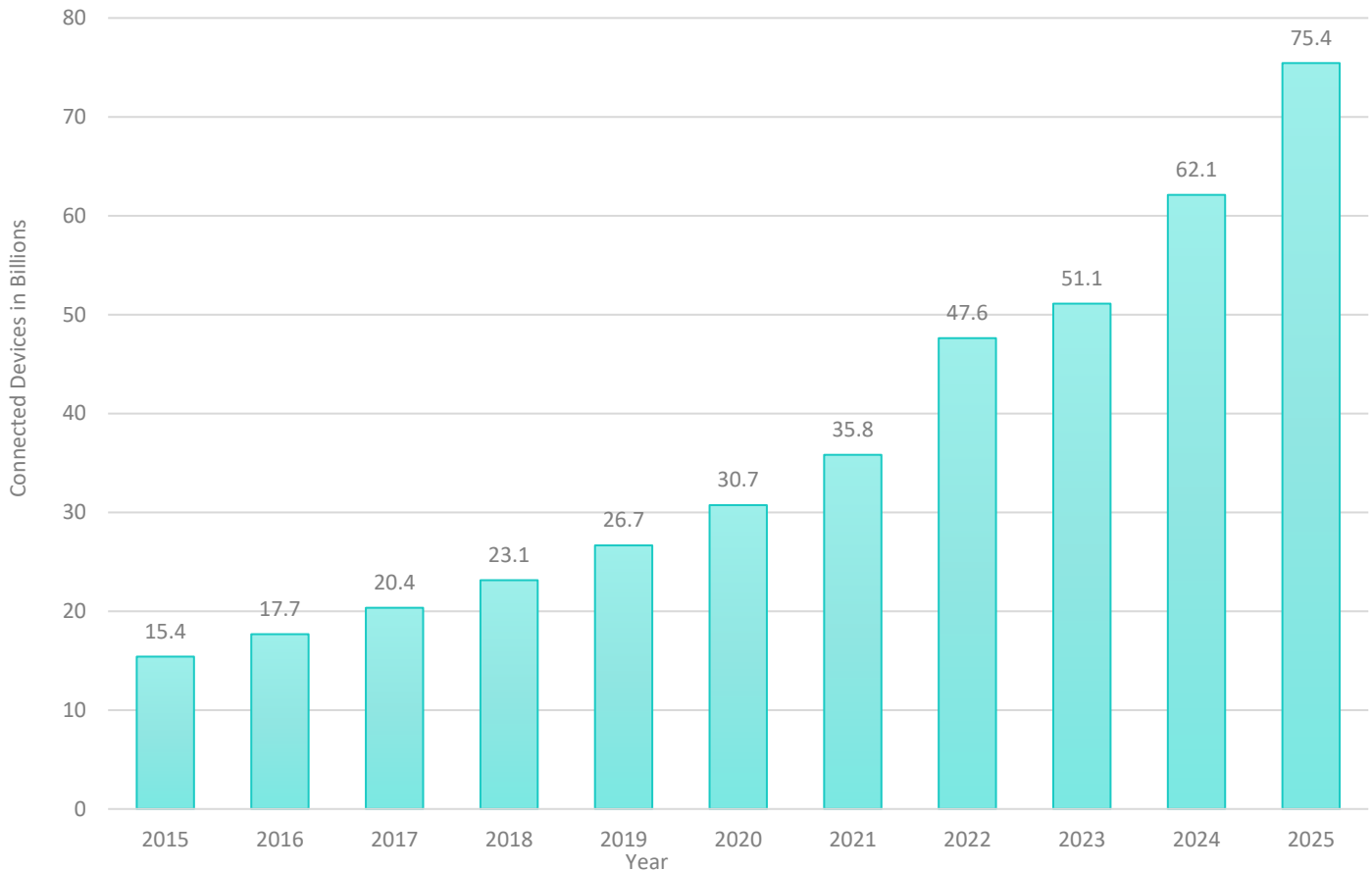
Provider	Availability Number of Locations	Infrastructure Type
<b>FRONTIER</b>	1,167	Fiber to Premises
<b>AT&amp;T Inc</b>	6	Fiber to Premises

■ **Wired Connections Summary**

As with most other broadband connections, not all locations have access to the fastest speeds due to a number of factors, that include: distance from connection points, infrastructure age –both the in-home wiring and the cable in the ROW or on the utility pole, and equipment age such as the consumer’s modem or Internet Service Provider (ISP) equipment. As the number of smart devices, home assistance applications, coupled with an increasing number of computers, tablets, smart phones, and gaming systems connected to the internet grows, the need for increased bandwidth and speeds also grows. The growing need for an always-connected life with multiple devices has led to an exponential growth in the speeds and bandwidth of broadband technology.



**Figure 5: Number of Devices Estimated to be Connected to the Internet Globally<sup>41</sup>**



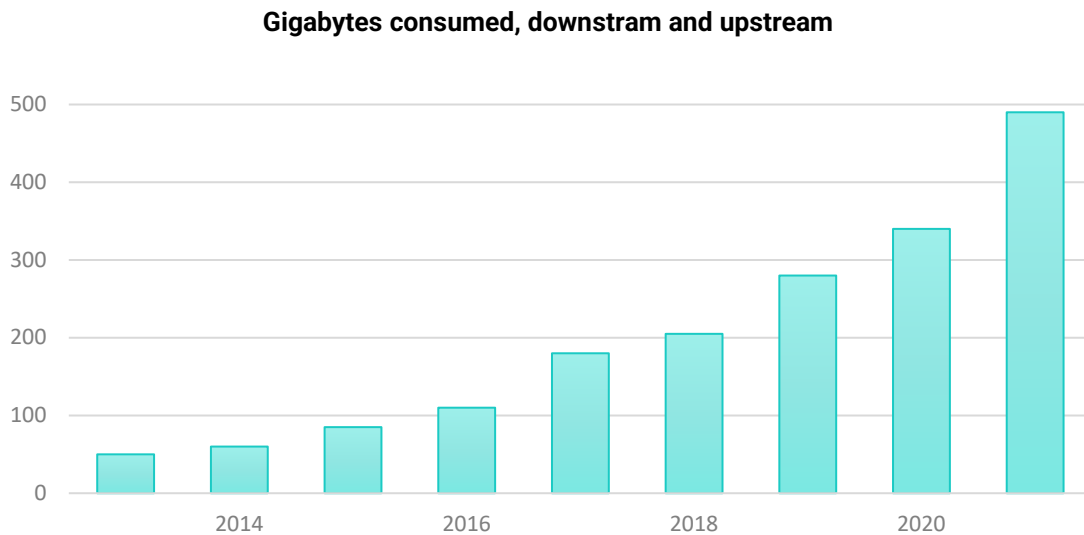
As implied by Figure 5, the need for increased bandwidth and speed grows as both devices and data consumption increase. Unsurprisingly, broadband technology that can scale with increased use is essential. This exponential growth is leading to the push and growth of scalable technologies such as FTTP. Upcoming federal and state funding are generally focused on bringing fiber and other scalable technologies to homes, businesses, and community anchor institutions.

In densely populated markets, FTTP and high-performance coaxial cable systems have become widely available. The majority of connected households in these areas have rapidly increased demand for and use of data. At the end of 2022, the average household downloaded nearly 600 GB of data per month, up from 462 GB in early 2021 and more than double the average household’s use of 270 GB per month at the end of 2018.<sup>42</sup>

<sup>41</sup> T. Poongodi et al, “IoT Sensing Capabilities: Sensor Deployment and Node Discovery, Wearable Sensors, Wireless Body Area Network (WBAN), Data Acquisition,” in Peng, SL., Pal, S., Huang, L. (eds), *Principles of Internet of Things (IoT) Ecosystem: Insight Paradigm*. Intelligent Systems Reference Library, vol 174. Springer, Cham, Switzerland, (November 2019), [https://www.researchgate.net/publication/337259363\\_IoT\\_Sensing\\_Capabilities\\_Sensor\\_Deployment\\_and\\_Node\\_Discovery\\_Wearable\\_Sensors\\_Wireless\\_Body\\_Area\\_Network\\_WBAN\\_Data\\_Acquisition](https://www.researchgate.net/publication/337259363_IoT_Sensing_Capabilities_Sensor_Deployment_and_Node_Discovery_Wearable_Sensors_Wireless_Body_Area_Network_WBAN_Data_Acquisition).

<sup>42</sup> OpenVault, *Broadband Insights Report*, Q1 2021, p. 6, <https://openvault.com/ovbi-average-monthly-broadband-usage-nears-600gb/>; OpenVault, *Broadband Industry Report*, 4Q 2019, p. 2, [https://openvault.com/NEW-SITE-OV3/wp-content/uploads/2021/02/Openvault\\_Q419\\_OVBI.pdf](https://openvault.com/NEW-SITE-OV3/wp-content/uploads/2021/02/Openvault_Q419_OVBI.pdf).

**Figure 6: Average Broadband Consumption per Household<sup>43</sup>**



**Wireless Technologies**

Wireless broadband functions much like wired broadband but sends data through the air via a link between equipment on a tower and the consumer’s house or business. Wireless connectivity includes mobile or cellular connectivity, fixed wireless, and community or campus wide Wi-Fi networks. Speeds vary greatly depending on the equipment, the internet service provider’s middle mile connection, number of people on the network, and obstructions between or proximity to the antenna or tower.<sup>44</sup> Even weather conditions such as heavy rain can negatively affect the performance of certain wireless systems. Generally speaking, when compared to FTTP or cable networks wireless last mile networks are far less expensive and faster to deploy but provide reduced speed, performance and reliability.

■ **Fixed Wireless**

Fixed wireless networks are simply wireless networks that are point to multi-point, such as from a tower to homes in a neighborhood. Usually, a line (preferably middle mile fiber) is run to a vertical asset such as a tower, tall building, or pole which feeds a wireless access point (AP) that communicates with a subscriber module (SM) receiver on a consumer’s property to obtain internet access through the wireless link. They are not mobile, as the SMs are ‘fixed’ to a static location such as the sidewall or eaves of a house, unlike cellular networks. Additionally, the capability of this technology depends on the amount of wireless spectrum available for the ISP to utilize. Traditionally, unlicensed fixed wireless relies on line-of-sight (LoS) between the AP and SM to communicate and is operated at a relatively low transmit power. However, licensed spectrum, which is more costly and resource intensive to acquire, can penetrate through trees and some structures using higher transmit power, depending on the frequency of the spectrum.

Wireless technology can also be used as backhaul for wired network deployments, with dedicated multi-gigabit per second capacity being used to move information between two towers.<sup>45</sup> Some companies have seen success in using this model to

<sup>43</sup> Sara Fischer and Margaret Harding McGill, “Gigabytes Consumed,” *Axios*, May 4, 2021, <https://www.axios.com/2021/05/04/broadband-usage-post-pandemic-increase>.

<sup>44</sup> Federal Communication Commission, “Types of Broadband Connections,” <https://www.fcc.gov/general/types-broadband-connections#wireless>, accessed July 2023.

<sup>45</sup> An 18GHz radio between two towers with LOS can achieve this level of backhaul connectivity.



deploy fiber to certain households, then use a multi-gigabit wireless link to bring the signal into and out of remote communities too far from existing middle mile fiber. While this can cause some issues, such as lack of redundancy and susceptibility to obstructions and weather, this hybrid approach is a powerful way of providing modern connectivity to homes where middle mile fiber backhaul would be extremely costly.

### ■ Wi-Fi Networks

Wi-Fi Networks are commonly used in households and businesses to create a wireless network for devices used in the business or home. The equipment in the house or business translates a wired or wireless signal to a Wi-Fi signal that devices can understand. Wi-Fi networks can be limited to a single building or can span entire city blocks or college campuses. Wi-Fi networks are particularly convenient for users because most commercial internet devices, such as smart phones, tablets and laptop computers come with a Wi-Fi radio built into the device.

### ■ Mobile & 5G

Mobile wireless, commonly referred to as cell or cellular, allows the user with a connected mobile device to move about a wider area than a Wi-Fi connection would allow. Mobile wireless APs are located on towers or other vertical assets in close enough proximity to one another such that when a user is moving, in a car or otherwise, their data can seamlessly be handed off from one tower's AP to the next without the consumer realizing there has been a handoff. Examples of mobile devices include smartphones, tablets, and portable hotspots. These devices use a radio within the device that is different than a Wi-Fi radio.

Recently, mobile providers such as Verizon, T-Mobile, and AT&T have started offering a home internet service based on mobile networks. By using the same tower based equipment and the same licensed spectrum they use for their mobile wireless service, they provide a fixed wireless service by providing consumers with an antenna and radio (SM) that can be mounted to the house or even kept inside the house, preferably near a window with good exposure to the serving tower. This service can provide important connectivity to homes that are otherwise unable to receive any other service. However, in some instances, these service offerings will create barriers for those seeking grant funds to deploy higher capacity wireline networks such as fiber and coaxial cable.

5G is shorthand for fifth-generation mobile connectivity standard, which does offer improved performance compared to 4G. Hardware vendors rely on established standards to manufacture products that can be widely implemented. The 5G (and 4G) standard can be used for both fixed wireless and mobile networking. Prior to the pandemic, many ISPs were promoting 5G as a solution to connectivity challenges. Post-pandemic, the broadband funding landscape has changed and does not support grant funding for the deployment of 5G or any cellular connectivity as solutions to connect homes, businesses or CAIs.

## 2.3 Broadband Benefits

Before the pandemic, internet connectivity was used for a wide variety of purposes: education, entertainment, business, social networking, telehealth, reverse 911 and more. Many rural and urban households and businesses struggled with connectivity – both access and affordability. The pandemic intensified the need for affordable access to high-quality and high-speed broadband. In the pandemic-altered world, access to affordable broadband services has become a necessity. Unfortunately, many rural and urban households and businesses continue struggling to gain access to affordable, high-speed internet service. This section highlights some of the multifaceted benefits of high-speed connectivity.

### ■ Education

Broadband can facilitate access to education, from the K-12 system to higher education including certifications, continuing education, and advanced degree programs. While many online programs were growing prior to the COVID-19 pandemic, access to online education has only accelerated after the public health emergency.

Before the pandemic, students ranging from grade school to graduate school utilized the internet to do research at home and on campus. Many students struggled with connectivity at home prior to the pandemic. In California public schools with the highest rates of poverty, three in ten households reported lacking the ability to do basic online activities.<sup>46</sup> As social distancing forced students home and into online education, the need for high quality broadband access was accentuated.

In addition to supporting primary and secondary education, broadband can also facilitate access to postsecondary programs. Individuals can take continuing education courses, gain numerous certifications, and receive technical degrees such as nursing and medical billing. In recent years the number of bachelor's, Master's, and even PhD programs online have expanded greatly. Continuing education, technical degrees, and higher education opportunities benefit individuals, households, and communities through increased earning potential. Improved access to education is especially important in communities that lack local education options.

### ■ Economic Development

Economic development is very closely tied to educational opportunities.<sup>47</sup> Individuals with some education past high school or a GED typically have higher incomes, those with bachelor's degrees and higher also have higher wages than their counterparts with a high school or equivalent education. In California, average earnings are close to twice as much with a bachelor's degree compared to high school graduates.<sup>48</sup> Ensuring individuals and households have access to broadband can help support educational attainment, and therefore increased income. With an increased income, broadband can bring additional funding outside of the community through remote work, tourism, and business growth. Access to broadband and increased opportunity can maintain local circular economies within a community through increased spending locally, thus supporting local businesses and jobs.

Improved access to broadband can also facilitate economic development by connecting, attracting, and retaining businesses. Small, local establishments increasingly rely on online advertising to reach customers and cloud-based applications to support productivity. When evaluating locations to establish new facilities, many larger employers in industries including logistics and manufacturing require that suitable connectivity is already present. These industries rely on speeds capable of supporting large file transfers and near-continuous updates to internal databases. Broadband is therefore critical to both retaining local businesses and attracting new employers.

### ■ Remote Work

Another aspect of economic development enabled by broadband is the growing availability of remote work opportunities. While some effects of the pandemic were temporary, such as students needing to learn from home, the effects of the pandemic on remote work are more permanent. Many companies have embraced remote work for certain jobs, either fully remote or hybrid, and find the reduced cost of less office space a benefit to their operations. While communities have historically focused on attracting employers as an economic development initiative, often using tax and other incentives, they

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<sup>46</sup> Jackie Botts and Ricardo Cano, "The Wires May Be There but the Dollars Aren't: Analysis Shows Why Millions of California Students Lack Broadband," CalMatters, April 18 2021, <https://calmatters.org/projects/california-broadband-student-access/>.

<sup>47</sup> Center for American Progress, "Better Learning Outcomes Can Help Kick-Start the Economy," August 26, 2020, <https://www.americanprogress.org/article/better-learning-outcomes-can-help-kick-start-economy/>.

<sup>48</sup> Hans Johnson and Marisol Cuellar Mejia, "Higher Education and Economic Opportunity in California," Public Policy Institute of California, November 2020, <https://www.ppic.org/publication/higher-education-and-economic-opportunity-in-california/>.

can now also attract remote workers directly, provided the community has sufficient broadband infrastructure to facilitate remote working. By combining the availability of broadband infrastructure capable of facilitating remote working with other aspects of the community, such as recreation and quality of life, communities can attempt to attract remote workers from almost any industry from anywhere in the country. One example of a concerted effort to attract remote workers is Tulsa Remote, where a philanthropic organization, working in concert with the city of Tulsa, offers remote workers a monetary stipend and other incentives to move to the city of Tulsa, and bring their remote job with them.<sup>49</sup>

### ■ Public Safety

Improvements in connectivity for law enforcement, fire departments, emergency medical services, and other public safety services can be realized from the expansion of broadband services. A more comprehensive network allows for faster response times, increased information, and better mapping while responding to incidents. More public safety benefits are discussed in Sections 3 and 7.

Inyo County has experienced seven disastrous fires and/or winter storm events that were large enough to be declared National or State Emergencies since 2015. Two of those events have occurred since December of 2022 and the drafting of this document.<sup>50</sup> Designing broadband networks for resiliency so that people and businesses in disaster-prone areas can connect with vital support and services is critically important.

### ■ Local Governmental Functions

Broadband can help promote civic engagement by providing convenient options for online participation. Broadband can help support increased productivity and efficiency by enhancing organizational coordination via online communication, leading to a reduction in labor costs. Government offices and facilities connected to a common last mile or middle mile network can save money by sharing services such as data disaster recovery locations and software licensing.

Access to robust high-speed connectivity is rapidly changing how governments operate. Broadband is critical to modern IT, GIS, and other technology-based departments of county, municipal, and quasi-governmental organizations. Many different applications such as GIS software, Microsoft Office, Google Workspace, video conferencing, and many others now operate as cloud-based services. The shift from on premise software to cloud-based software can provide cost savings through the reduction of software deployment costs, equipment replacement costs, and increased cybersecurity capabilities.

### ■ Civic Engagement

Community engagement underpins all government functions, from planning to participation in public meetings and budgeting. Before the pandemic, public engagement usually required attending meetings and events in person. However, the pandemic forced rapid changes to community engagement. As local agencies were forced to pivot to online engagement, many local governments experienced an increase in public participation. Community members and other stakeholders were able to attend meetings and contribute to public discourse in larger numbers due to technology and broadband access. Numerous communities and counties now utilize in-person and online applications for public participation, while various companies have developed software and tools for hybrid approaches to civic engagement.

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<sup>49</sup> <https://tulsaremote.com/>

<sup>50</sup> State of California Franchise Tax Board, "List of California Disasters," <https://www.ftb.ca.gov/file/business/deductions/disaster-codes.html>, accessed August 2023.

### ■ Smart Transportation Applications

Smart transportation operations involve the use of advanced technologies and data analytics to enhance transportation efficiency. This includes integrating sensors, GPS, and AI to collect and analyze data for informed decision making in route planning, traffic management, and vehicle maintenance. Decarbonized mobility is another focus, emphasizing the shift from fossil fuels to low-carbon or zero-emission transportation, including electric and hydrogen vehicles. Strategies include utilizing intelligent transportation systems, offering mobility as a service, implementing digital wayfinding, smart parking solutions, and deploying charging and fueling infrastructure for zero emissions and electric vehicles, as well as microtransit solutions to reduce congestion and expand transportation options. The overall goal is to improve mobility, reduce emissions, and ensure safe and efficient transportation.

### ■ Natural Resource Management

Communities depend on a healthy and vital ecosystem for their economic success and personal well-being. A region's natural resources have a direct impact on the success and sustainability of agriculture, fishing, manufacturing, tourism, transportation, and other industries. A number of federal, state, and local organizations each monitor different parts of the ecosystem, such as a region's water, air, soil, and plant and animal life, and develop strategies and rules that ensure those resources are used responsibly. Some of these organizations also manage response strategies when natural disasters occur, helping communities to react in ways that minimize harm to people and resources. To perform these roles effectively, these organizations depend upon access to information about environmental characteristics, enabling them to adjust their efforts and focus on potential problems as they are developing.

As broadband connectivity has continued to improve, these organizations have been able to develop better monitoring systems that provide more environmental details, increasingly in real time. The number and density of environmental sensors has steadily increased, and the webs of monitoring devices have extended deeper into protected spaces. As the quality of environmental data has improved, governmental organizations have also been able to coordinate more closely, and responses to environmental emergencies can be improved using better, more timely data. These trends are ongoing, and as more remote areas continue to get access to better, more reliable connectivity, protected and undeveloped areas can be monitored more closely. Overall, broadband connectivity has enabled these organizations to improve their planning and response strategies.

Broadband connectivity also allows more people to become involved in these natural resource management efforts. Many farms have begun to adopt environmental monitoring systems, which have enabled them to make more efficient use of water and other resources to improve their output and reduce their demands on natural resources. As other industries begin to adopt similar practices, they will create additional environmental benefits. Section 9 discusses how broadband technologies can be applied to many environmental applications covering water use, forestry monitoring and wildfire response strategies, and other natural resource management issues.

### ■ Utility Operational Efficiency

Traditionally, utility management required monitoring, testing, visual inspection, and significant field work to find damage in utility systems. With the advent of new technology, providers can automate much of the monitoring and testing. Remote monitoring supports the continuous observation of utility operations. Utilities that use fiber optics to monitor operations include water, wastewater, and electric systems. Remote monitoring systems can proactively reduce maintenance and operational costs to utility systems in the following ways:

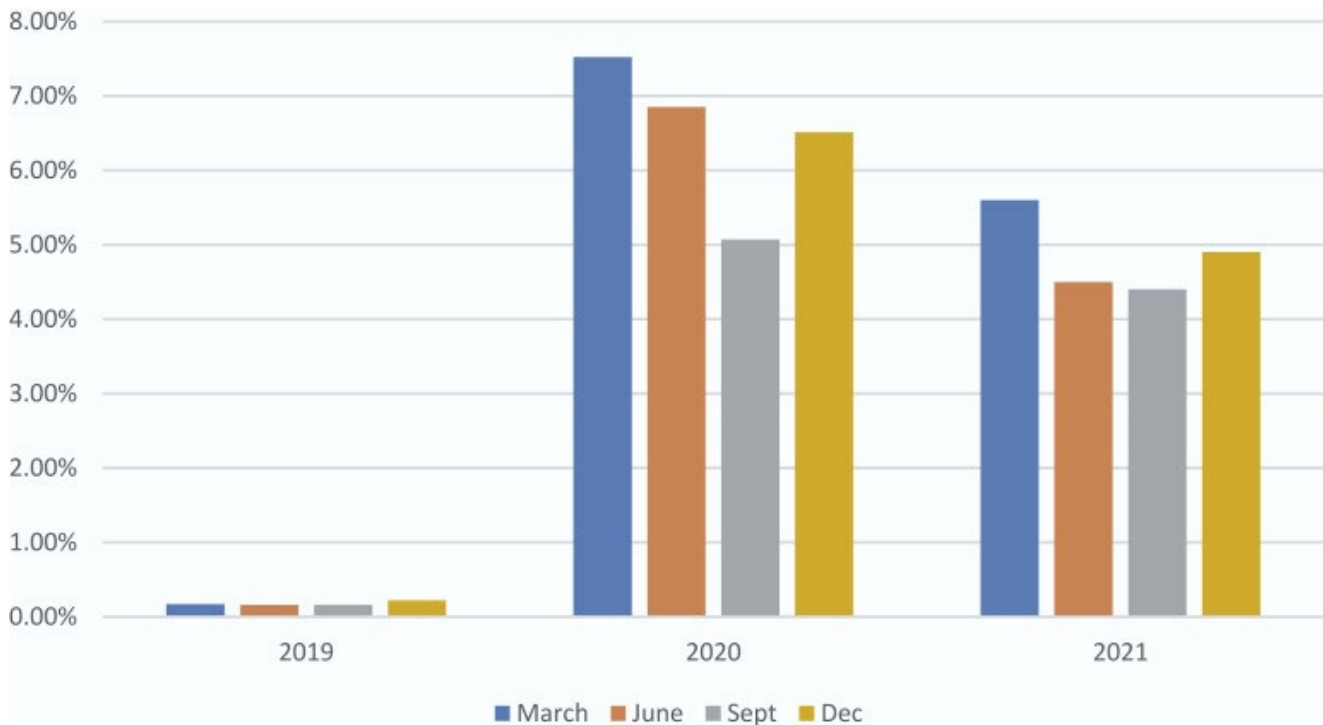
- Sensors can detect temperature and pressure of water and wastewater systems and notify staff of changes and locations to prevent expensive leaks,
- In-stream sensors monitor, in real time, the quality of water and the effluence of wastewater. These systems help maintain quality compliance with state and local laws,

- In electric utility systems, a remote sensing system can provide information about operations, line damage, power surges, and the ability to turn off systems during fire and weather events.

■ **Healthcare**

The U.S. Department of Health and Human Services (HHS) declared an end to the COVID-19 public health emergency in the United States, effective May 11, 2023.<sup>51</sup> While the public health emergency has ended, the long-term effects of the pandemic continue to resonate through society. Telemedicine allows access to healthcare and specialists without the cost and time of trips to the nearest hospital. In the rural areas, telemedicine is even more important with the closure of many rural hospitals in recent years.<sup>52</sup>

**Figure 7: Increase in Telehealth Visits from 2019-2021<sup>53</sup>**



During the COVID-19 pandemic many people were unable to access doctors due to travel restrictions, concern for infection risks in public spaces, and lack of access to specialists. Due to the public health emergency, telehealth became widespread. For example, Medicaid saw a drastic increase in use of telemedicine, 15x the pre-pandemic levels, while Medicare saw a 10x increase.<sup>54</sup> Working-age individuals also benefited from online healthcare access, with a 766 percent increase in telehealth encounters from March 2020 through July 2020.<sup>55</sup> Many individuals were able to access medical care as video and phone visits became eligible for insurance reimbursement as part of the COVID-19 response.

<sup>51</sup> David J. Sencer CDC Museum, "COVID-19 Timeline," , accessed October 2023.

<sup>52</sup> Alexander Marré, "Bringing Broadband to Rural America," *Community Scope*, 8(1), 2020, [https://www.richmondfed.org/-/media/RichmondFedOrg/publications/community\\_development/community\\_scope/2020/community\\_scope\\_2020\\_no1.pdf](https://www.richmondfed.org/-/media/RichmondFedOrg/publications/community_development/community_scope/2020/community_scope_2020_no1.pdf).

<sup>53</sup> Ibid.

<sup>54</sup> U.S. Government Accountability Office, "Telehealth in the Pandemic – How Has it Changed Health Care Delivery in Medicaid and Medicare?," September 29, 2022, <https://www.gao.gov/blog/telehealth-pandemic-how-has-it-changed-health-care-delivery-medicaid-and-medicare>.

<sup>55</sup> Julia Shaver, "The State of Telehealth Before and After the COVID-19 Pandemic," *Prim Care*, 49(4): 517–530, December 2022, <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC9035352/>.

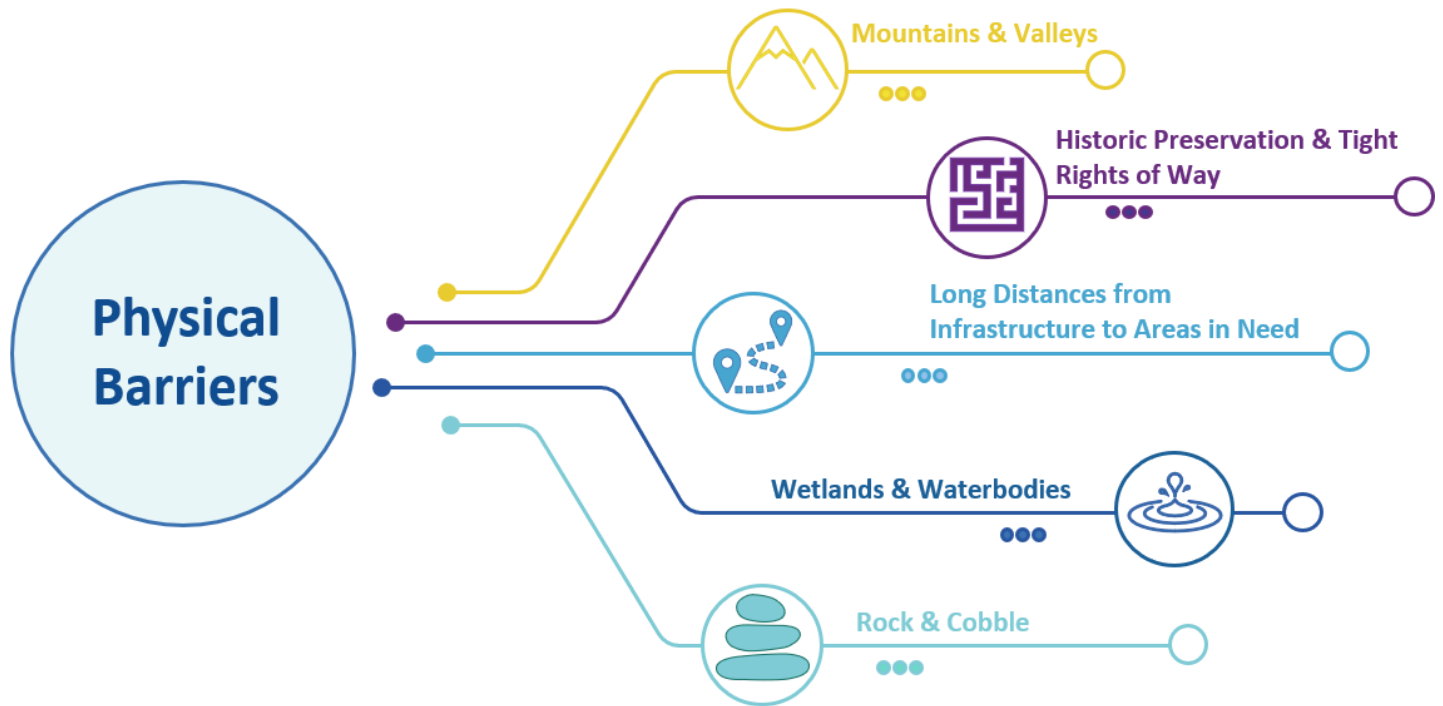
## 2.4 Broadband Barriers and Challenges

Barriers to broadband adoption can range from physical, social, and economic. Physical barriers create high costs to install infrastructure while social and economic barriers create obstacles to affordability and service adoption. Regardless of what the barriers are, they make providing service to rural, lower income, low English literacy users and across physically challenging terrain such as mountains and forests more difficult.

### ■ Physical Barriers

Much of broadband planning requires an assessment of the geographic areas surrounding a planned network deployment. Buried lines are laid through trenching or directional drilling and take substantial equipment to install. Fiber is usually placed 24-48 inches below the surface, but in many areas of California, it is placed deeper to protect the assets from damage from natural disasters, including wildfires. In locations where fiber can be hung from utility poles, this approach can be more cost effective. However, in more rural areas, utility poles may be aged and unable to support the additional weight and loading of fiber optic lines. These older utility poles also may not meet cable height and spacing requirements if more lines are added. In these instances, poles must be replaced, which can be very costly.

**Figure 8: Physical Barriers to Broadband Development**



In areas such as the Central Valley, where the soil is soft and the land is generally flat, it is vastly easier to install buried infrastructure than in areas such as the Sierra Nevada Mountains where the soil horizon is thin, and the land is steep and rocky. Hard rock and steep terrain increase deployment costs significantly, to the point of deterring infrastructure development in some instances. Topography can create challenges for wireless broadband development as well, with valleys and hills limiting the required line-of-sight needed for a suitable signal.

State and federal rules require many infrastructure projects to submit an Environmental Impact Statement. Common environmental and historic preservation considerations affecting network deployment include:

- Wetlands, bodies of water, rivers, streams, and irrigation ditches must be protected to maintain animal habitats and preserve water sources. These features can create challenges when deploying broadband infrastructure through areas with many waterways. Working with state and local agencies to adhere to regulations during the planning phase can help minimize these challenges.
- Historic preservation is important to maintain the character and heritage of a community. However, encountering historic artifacts, buildings, and other items of significance during deployment can delay projects. Broadband planning efforts should engage with the California Office of Historic Preservation (OHP) and the Tribal Historic Preservation Office as needed, to manage any potential issues.<sup>56</sup>

### ■ Social and Economic Barriers

Equally as important to the development of broadband infrastructure are the social and economic barriers preventing service adoption. These barriers can be as challenging to overcome as physical obstacles, and include unaffordable service, unaffordable or inadequate devices, and insufficient digital skills. Despite this, ISPs, local governments, and nonprofit organizations can help communities overcome these challenges by developing deployment and digital equity strategies with the following factors in mind:

- In rural areas with low population density, private ISPs typically have a difficult time recouping the cost of network deployment. This lack of return on investment, or ROI, can limit private ISPs' desire and ability to invest in such areas. Additionally, if a network is constructed, the ISP may be forced to charge customers higher subscription rates to offset these higher deployment costs. Local funding, state grants, and federal grants can help provide the additional resources needed for private ISPs to enter these low-density markets, which then reduces the need to charge higher prices to recoup the full cost of the deployment. As a result, these deployment subsidies can help to keep service offerings more affordable.<sup>57</sup>
- Communities with a low median income typically subscribe to broadband service at lower frequency than their higher-income counterparts. This can impact an ISP's willingness to invest in an area due to concern about take rate (the number of customers who will subscribe to their services). Even in areas where adequate service is available, it may not be priced at rates affordable to low-income residents.<sup>58</sup> Enrollment in internet subsidy programs can help offset this burden. However, even though enrollment increased in such programs during the acute phase of the COVID-19 pandemic, only one third of eligible households in California receive(d) federally subsidized internet through either the Emergency Broadband Benefit (EBB) program or the Affordable Connectivity Program (ACP).

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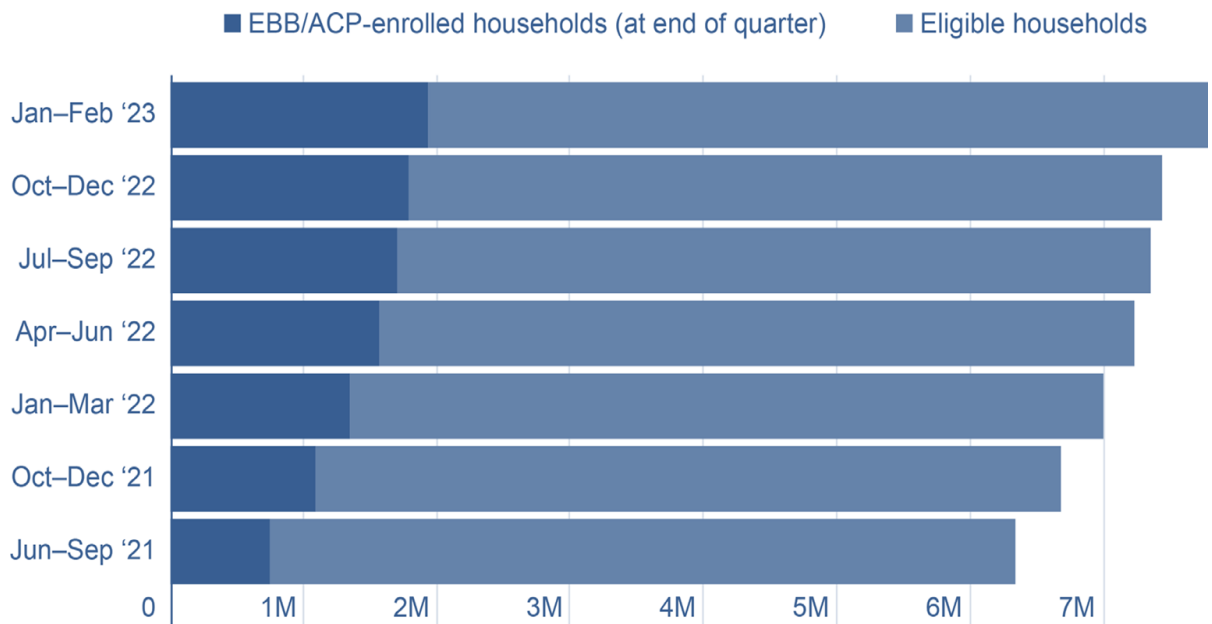
<sup>56</sup> California Office of Historic Preservation, (website homepage), <https://ohp.parks.ca.gov/>, accessed September 2023.

<sup>57</sup> CA Broadband for All Action Plan.

<sup>58</sup> Botts and Cano, "The Wires May Be There but the Dollars Aren't: Analysis Shows Why Millions of California Students Lack Broadband."



**Figure 9: California Households Enrolled in ACP<sup>59</sup>**



➤ Another barrier to utilizing the internet and broadband access is digital literacy.<sup>60</sup> The American Library Association defines digital literacy as “the ability to use information and communication technologies to find, evaluate, create, and communicate information, requiring both cognitive and technical skills.”<sup>61</sup> This ability depends not only on possessing skills, but also having the confidence to go online drawn from one’s understanding of how the digital world works. Much of this comes from simply working with digital technologies to develop the knowledge and skills to navigate the vast world online, and people on the other side of the digital divide often lack digital skills from the lack of opportunity to have enjoyed online access for so long. There are many factors that may affect an individual’s confidence in their ability to use the internet, including:

- English language fluency
- Age
- Concerns about safety and cybersecurity
- Prior online access opportunities
- Access to family and friends with high digital skills

<sup>59</sup> Darriya Starr, Joseph Hayes, and Niu Gao, “California’s Digital Divide,” Public Policy Institute of California, June 2023, <https://www.ppic.org/publication/californias-digital-divide/>.

<sup>60</sup> State of California, “State of California - State Digital Equity - Planning Application,” (draft submitted to the NTIA), July 19, 2022, <https://broadbandforall.cdt.ca.gov/wp-content/uploads/sites/19/2022/07/DRAFT-Project-Narrative-and-Eligibility.pdf>.

<sup>61</sup> American Library Association, “Digital Literacy,” <https://literacy.ala.org/digital-literacy/>, accessed October 2023. For a further exploration of the digital literacy concept and related concepts like technological literacy and internet literacy, see Etem Yeşilyurt and Rabia Vezne, “Digital Literacy, Technological Literacy, and Internet Literacy as Predictors of Attitude toward Applying Computer-Supported Education,” *Education and Information Technologies*, 28, 9885–9911 (2023).



As with other forms of literacy, digital literacy can be positively impacted through culturally appropriate skills development, training, and support. Through these community-based programs, individuals can have the knowledge to safely utilize broadband resources to fully participate in modern life.

## Technologies, Benefits, and Barriers Conclusion

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High-speed broadband access plays a pivotal role in enabling productivity, competitiveness, and innovation. Broadband needs are dynamic, evolving in response to escalating user demands, an ever-growing range of uses, and the impact of events such as the recent pandemic. County stakeholders must be cognizant of this evolving landscape and the opportunities and challenges it presents. The federal government's substantial investments in broadband infrastructure provide a window of opportunity for municipalities to leverage improved technology and higher service speeds. These initiatives require a keen understanding of compliance and eligibility for accessing funding that can support high-speed broadband expansion.

For Inyo County, Senate Bill 156 is a significant opportunity. The allocation of approximately \$6 billion towards broadband efforts, coupled with the restructuring of program requirements, opens avenues for groups to participate in the development of a statewide, open access middle mile networks, reducing the cost of last mile connectivity in remote areas. This improved middle mile access will present better opportunities for residents to not only benefit from enhanced connectivity but also for leaders to actively contribute to bridging the digital divide.

Understanding the diversity of wired and wireless options is vital to optimize connectivity strategies. This section highlighted key aspects of these technologies and the implications they have for business operations and development. Ultimately, the transition to fiber is crucial as the demand for bandwidth increases, driven by the proliferation of smart devices and data-hungry applications.

Broadband benefits span various domains and have never been more critical in a pandemic-changed world. From local governmental functions and public safety enhancements to increased civic engagement, high-speed broadband brings efficiency, coordination, and participation. Broadband is instrumental in smart transportation applications, supporting transit, electric charging, and traffic management. Utilities benefit from operational efficiency through real-time monitoring, cost reduction, and compliance assurance. Broadband provides opportunities for local businesses to connect with customers online and is crucial for attracting and retaining larger employers in industries such as manufacturing and logistics, and crucial for attracting remote workers.

In a residential context, broadband is a lifeline for the community. It enables access to online education resources, which have seen exponential growth since the pandemic. Broadband also fuels economic development by increasing income potential and supporting local circular economies. Healthcare is revolutionized with telemedicine, a necessity in remote areas with fewer healthcare facilities.

Governments must not only embrace the advantages of broadband but also be aware of the barriers and actively engage in initiatives to overcome them. Some of the multi-faceted obstacles include physical barriers posed by terrain and environmental regulations, as well as social and economic barriers that impact service affordability and digital literacy. Low-income and rural areas often face underinvestment from private ISPs, necessitating government and grant support. Communities with low median incomes may struggle to access affordable broadband, and digital literacy remains a key concern. Fortunately, there are opportunities for policies and initiatives to help mitigate these challenges.

The current broadband funding landscape presents a unique strategic opportunity. By seizing it, the county can harness the power of broadband to drive productivity, competitiveness, and long-term growth in an increasingly digital world.

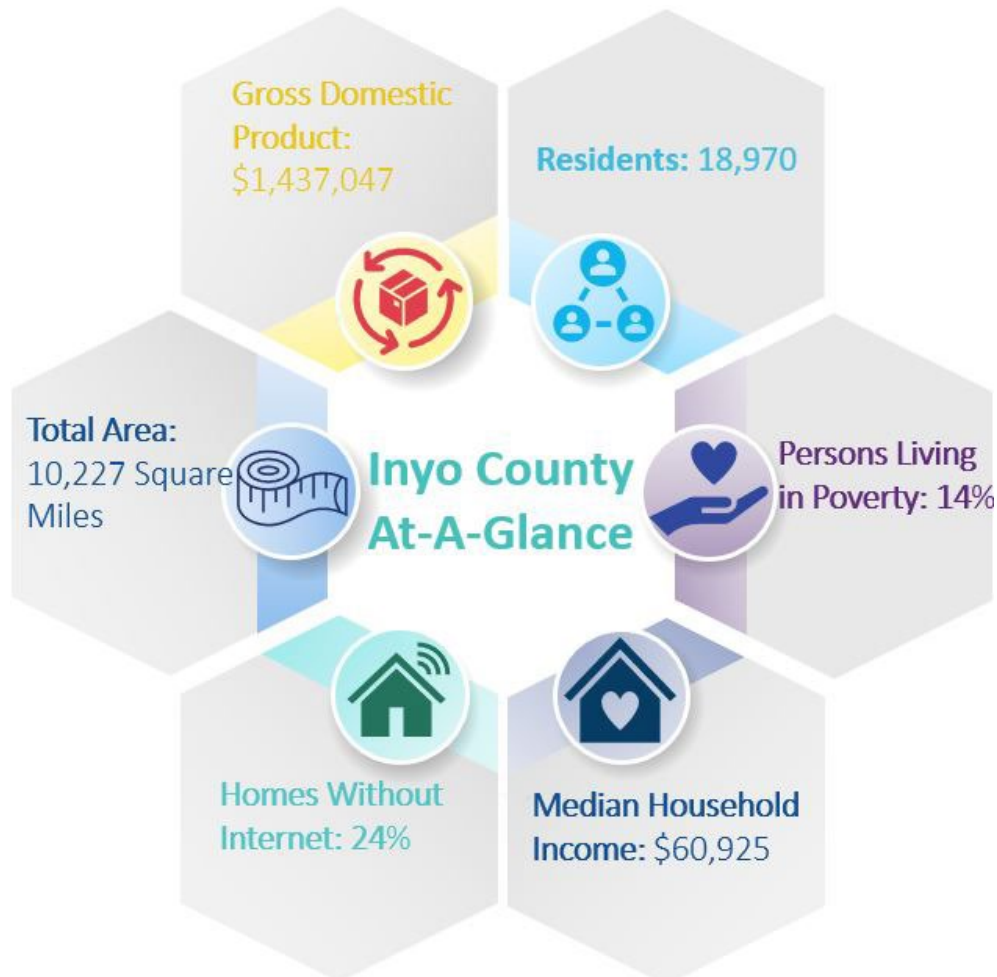
SECTION

# 03

**CURRENT AND FUTURE NEEDS  
ASSESSMENT**



Figure 10: Inyo County At-A-Glance<sup>62</sup>



FRED Economic Research. "Gross Domestic Product: All Industries in Inyo County, CA." Federal Reserve Economic Data | FRED | St. Louis Fed. Last modified December 8, 2022. <https://fred.stlouisfed.org/series/GDPALL06091>.  
 US Census Bureau. "Census.gov." Census.gov. Last modified October 17, 2023. <https://www.census.gov/en.html>.

County leadership faces an ongoing challenge of assessing the requirements and impacts of facilitating broadband infrastructure deployment, involving not only technological change but social change as well. This section is intended to identify the need to bridge the digital divide and describe the potential short-term benefits, intermediate outcomes and long-term impacts of doing so. Here we will address the current broadband ecosystem in Inyo County, initiatives planned and currently underway, and provide a summary of required resources and an analysis of gaps and barriers to broadband deployment in the county.

<sup>62</sup> Note that household internet access, as defined broadly by the Census Bureau, includes any dial-up, cellular data-based connectivity, satellite-based service, and all fixed wireline and wireless services. U.S. Census Bureau, 2021 American Community Survey 1-Year Estimates. The number of residents, poverty information, and household income were determined from 2021 ACS data. Ibid. GDP is for the 2021 calendar year. St. Louis Federal Reserve, "Gross Domestic Product: All Industries in Inyo County, CA –2017 to 2022," <https://fred.stlouisfed.org/series/GDPALL06027>.

Bringing broadband to rural counties is challenged by incomplete or inaccurate broadband availability mapping and the reluctance of ISPs to provide accurate information on service availability, cost, and service speeds.

Until the COVID-19 pandemic highlighted connectivity and affordability challenges for millions of Americans, broadband expansion was expected to be solved by a patchwork of programs and providers. The pandemic exposed what rural communities already knew—the digital divide is a reality for many and will only get more pronounced without local intervention.

## 3.1 Broadband Needs Assessment

### 3.1.1 Economic Development and the Role of Broadband

Broadband can be a powerful tool for meeting the economic goals of the county. Densely populated areas have significantly higher rates of broadband availability than rural areas. Closing this gap in connectivity offers future economic growth opportunities for the county's unincorporated areas.

The business of farming and ranching benefits from broadband by the development of new markets, ability to communicate with customers, precision agriculture (technology that improves crop yields and increases production, reduces labor time, manages water, fertilizer, and pest management), etc. which aid improvements in efficiency and profitability. Additionally, internet access supports agriculture workers by improving access to education, healthcare, and other quality-of-life services. For smart technology recommendations specific to the County, refer to Section 3.3: Overview of Smart Communities, and Section 9: What is a Smart Community?

#### Figure 11: Inyo County Priorities

**“ To expand the use of information technology in order to improve personal convenience, reduce dependency on nonrenewable resources, take advantage of the ecological and financial efficiencies of new technologies, maintain the County's economic competitiveness, and develop a better-informed citizenry.”**

*– Inyo County General Plan, Communication Infrastructure Goal PSU-7*

As the county looks forward to not only recovery but also COVID-19 post-pandemic impacts, the need to support a robust information core to maximize social and economic resiliency has never been more important.

Robust broadband is a critical element to economic sustainability. In their article, *Broadband Adoption and Availability: Impacts on Rural Employment During COVID-19*, authors Catherine Isley and Sarah A. Low note “[ ] a causal relationships with the employment rate in low-population rural counties. Specifically, a one percentage point increase in the rate of broadband availability would have led to a 0.37 percentage point increase in the employment rate. A one percentage point increase in the

rate of wired broadband adoption would have led to a 0.87 percentage point increase in the employment rate.”<sup>63</sup> In simple terms, increasing broadband access is projected to produce favorable increases in the employment rate.

Employers looking for locations to establish businesses often require areas with robust broadband. Even more so for employers embracing remote work policies, even if they require employees to be in the office only part of the time. In this case, employers find it imperative that their community have broadband infrastructure for their employees not only at their office, but at their homes as well. Rural areas with robust broadband infrastructure available at most homes, the essential tool necessary to participate in the digital workplace, can be very attractive for fully remote workers who can live wherever they choose. The ability of residents to live and work in the communities of their choice and spend their paychecks in the communities of their choice, provides economic benefits to small communities and businesses and reduces the effects of over-population on the environment in urban and suburban areas. On an individual basis, remote work can improve the well-being of individuals by connecting them to the communities of their choice.

### 3.1.2 Unserved and Underserved

For practical purposes, unserved locations are those lacking access to internet access of 25/3 Mbps from any service provider other than satellite, unlicensed fixed wireless or mobile wireless. Underserved locations are those that do have access to 25/3 Mbps service but lack access to 100/20 Mbps from any service provider other than satellite, unlicensed fixed wireless or mobile wireless.

Due to many factors including population density, unincorporated areas and areas of low density per mile of the county often have the greatest number of un- and underserved households. In addition to population density, there are other factors impacting deployment to rural areas, including median incomes.

**Table 8: Population Statistics for Inyo County**

Area	Population (2022 Estimated)	Population Density per Square Mile (2020)	Land Area in Square Miles
Inyo County as a whole	18,718	1.9	10,197.26
<b>Incorporated Cities</b>			
Bishop	3,822	2,001.0	1.91

The differences between incorporated and unincorporated areas and the density of population are further defined by the availability and/or absence of wireline service and provider competition as detailed in Section 4.

Section 4 describes that wireline service is sufficient in incorporated areas of the county. Whereas the rural areas, characterized by lower population density, are often served by only fixed wireless technology offered by one provider.

Fixed wireless service is distinct from wireline by its line-of-sight requirements and its sensitivity to adverse weather conditions. The total available bandwidth of fixed wireless is also limited by the spectrum range it uses, so more users during peak times divide the bandwidth available to each user. Researchers testing the reliability of fixed wireless systems have

<sup>63</sup> Catherine Isley and Sarah A. Low, "Broadband Adoption and Availability: Impacts on Rural Employment during COVID-19," *Telecommunications Policy*, 46(7) (2022): 102310, <https://doi.org/10.1016/j.telpol.2022.102310>.

found them to often lag behind cable and fiber systems, with more variations in what speeds are available at any given time.<sup>64</sup> This research team also explained that “[...] anecdotally, fixed wireless does appear to face more frequent downtime or dropouts than fiber or cable wireline broadband products.”<sup>65</sup> For these reasons, fixed wireless may not be as reliable as fiber or cable, but its flexibility and lower cost of deployment, particularly in rural areas, may nevertheless justify the performance tradeoffs.<sup>66</sup>

For many functions in a digital world, a reliable connection is critical. Business, education, healthcare, and government services rely on stable network connections.

An evaluation of un- and underserved connections in the county (census block level) demonstrates the difficulty in making deployment decisions. For additional information and funding strategies, see Section 6.

### ■ Who are the Unserved and Underserved?

Access to service by the current definitions of broadband is the prevailing factor in assessing who is un- and underserved in a county, especially in relation to planning for funding opportunities. However, this study will be using the FCC’s ‘broadband serviceable location’ fabric as the basis for determining if a residence is eligible for service, as this is the standard for most major funding opportunities going forward. More information on the uses, limitations, and eventual challenge process considerations for this data can be seen in Sections 4-7.

In rural-agricultural defined counties, the demographics of the area also present a picture of those who do not have access to internet connectivity. The return on investment for deploying service to widely dispersed households and communities with low population densities is generally longer than 5–10-year average Return on Investment (ROI). Combined with a lower than average income base and the ability of an ISP to recoup investment in these areas may be negatively impacted.

The costs of both service and devices are well known barriers to adoption and play a critical role in determining what and who can afford broadband service. They also play a role in the decision-making of private entities as they plan deployment projects in rural areas.

A 2021 survey conducted by the Pew Research Center reported the following:

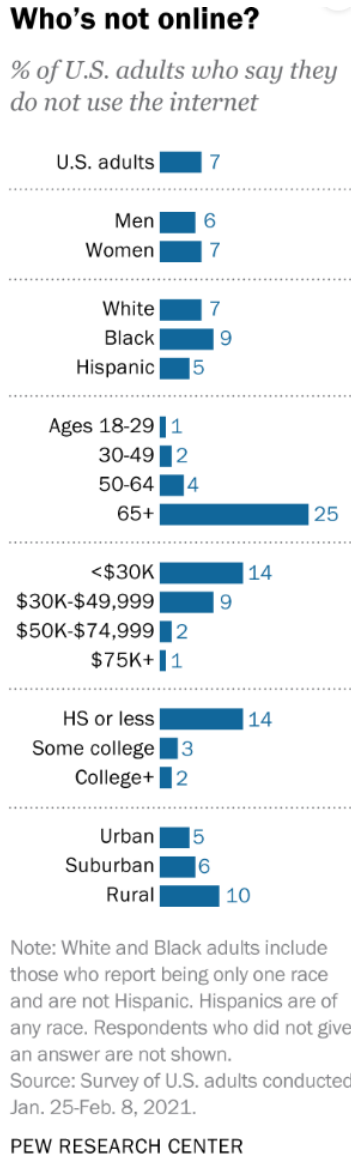
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<sup>64</sup> Linda Hardesty, “Fixed Wireless Service Quality Lags Wired Broadband Says Evercore,” *Fierce Wireless*, February 15, 2022, <https://www.fiercewireless.com/wireless/fixed-wireless-service-quality-lags-wired-broadband-says-evercore>.

<sup>65</sup> Ibid.

<sup>66</sup> See Ibid.

Figure 12: Who's Not Online? <sup>67</sup>



Respondents earning less than \$30,000 a year, those with only a high school education, those living in rural areas, and those over the age of 65 reported to use the internet at lower rates than their higher-income, more educated, younger urban and suburban counterparts.

### 3.1.3 Broadband Speed and Bandwidth

In its rules for the American Rescue Plan Act's broadband funding programs, the U.S. Treasury Department identifies that a family of five who telecommute and use remote education simultaneously require at least 100 Mbps of download capacity

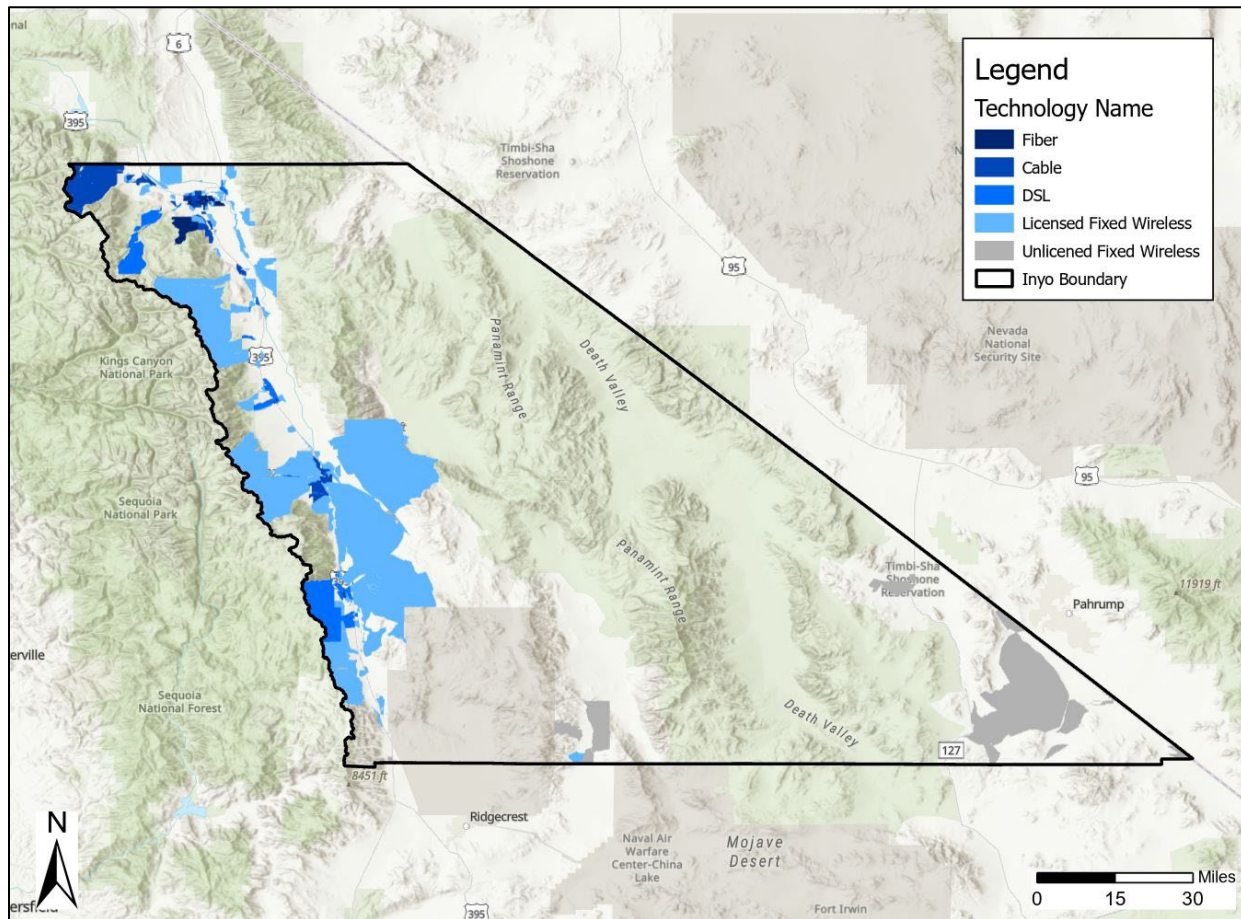
<sup>67</sup> Andrew Perrin and Sara Atske, "7% Of Americans Don't Use the Internet. Who Are They?," Pew Research Center, April 2, 2021, <https://www.pewresearch.org/short-reads/2021/04/02/7-of-americans-dont-use-the-internet-who-are-they/>.



to meet their needs.<sup>68</sup> The FCC also acknowledges that a single student or telecommuter can easily overwhelm a broadband connection capable of only 25/3 Mbps.<sup>69</sup> The current definition of broadband’s minimum speed requirements described in Section 2 does not adequately consider today’s requirement for full digital participation. The proliferation of connected devices, i.e., printers, cellphones, security, laptops, tablets, etc. makes lower-tier services almost unusable. To close the digital divide, broadband plans should be developed to provide ample bandwidth growth so that rural areas will not continue to lag behind urban areas.

The below examination of technology in the county portrays a distinct lack of high-speed options, detailing how existing services may not meet current needs.

**Figure 13: Inyo County Current Internet Service by Fastest Technology Type**



The latest data identifies the un- and underserved households at the census block-level. Note: Broadband Service locations will alter the number likely representing a different view of un- and underserved households:

<sup>68</sup> Department of the Treasury, "Coronavirus State and Local Fiscal Recovery Funds," Interim Final Rule, 31 CFR Part 35, p. 72.

<sup>69</sup> The FCC has identified that a single student or telecommuter can need up to 25 Mbps alone, with combined use requiring "Advanced Service" with downloads above 25 Mbps. FCC, "Broadband Speed Guide," <https://www.fcc.gov/consumers/guides/broadband-speed-guide>, accessed September 2023; FCC, "Household Broadband Guide," [https://www.fcc.gov/sites/default/files/household\\_broadband\\_guide.pdf](https://www.fcc.gov/sites/default/files/household_broadband_guide.pdf), accessed September 2023.

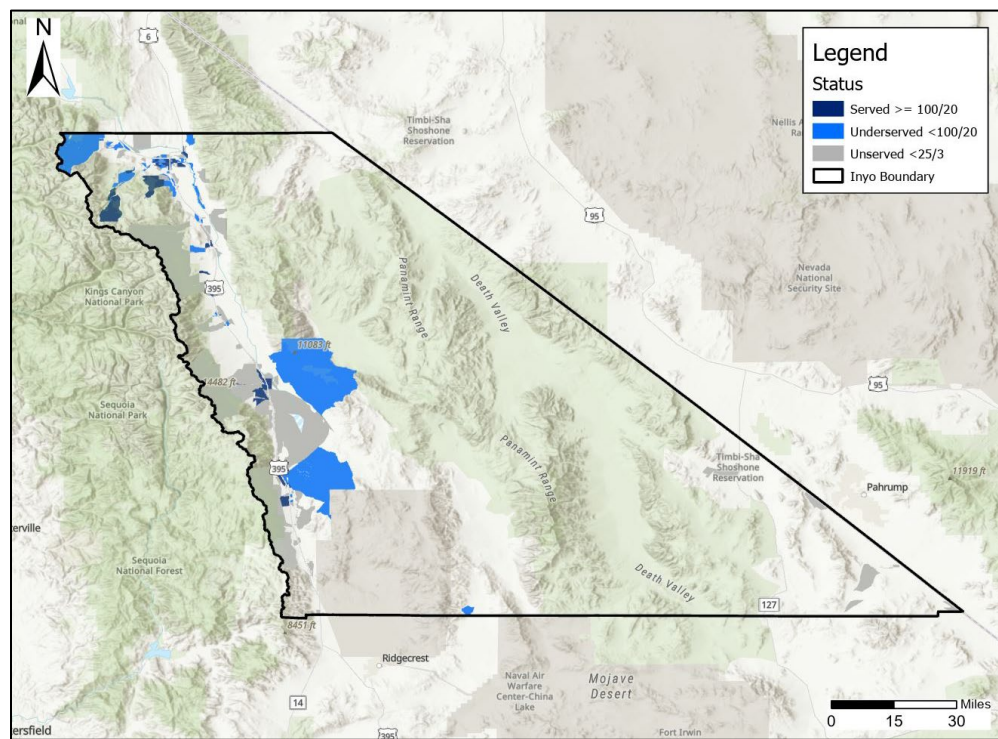


**Table 9: Households Lacking Broadband Service across Inyo County<sup>70</sup>**

Broadband-Serviceable Households	Amount	Percent	Notes
<b>Total number of Households (HHs)</b>	9,468	100%	Defined by FCC address fabric
<b>HHs lacking 25/3 Mbps wireline service</b>	3,504	37.0%	May still receive fixed wireless service
<b>HHs lacking any 25/3 Mbps service</b>	3,035	32.1%	BEAD-defined "unserved" <sup>**</sup>
<b>HHs with 25/3 but not 100/20 Mbps service</b>	4,579	48.4%	BEAD-defined "underserved" <sup>**</sup>

\*Note that the FCC reports comprehensive, technology-based availability information on the "household" level, rather than by count of locations. This distinction is discussed more in Section 4. \*\*When evaluating the internet service levels available at a broadband-serviceable location (BSL), the BEAD program does not consider satellite, unlicensed fixed wireless, or mobile services. The BEAD program defines an "unserved" location as any BSL that cannot receive reliable internet services providing speeds of at least 25/3 Mbps, and an "underserved" location as any BSL that cannot receive reliable internet services providing speeds of at least 100/20 Mbps but can receive reliable internet services providing speeds of 25/3 Mbps.

**Figure 14: Inyo County Service Status**



Note: Broadband Service locations will alter the number likely representing a different view of un- and underserved households.

<sup>70</sup> This data is available on the FCC's National Broadband Map platform, under the option to download the "Broadband Summary by Geography Type." FCC, "Data Download," National Broadband Map, <https://broadbandmap.fcc.gov/data-download/nationwide-data?version=jun2023>, accessed November 2023. CostQuest also provides more detailed information about the distribution of residential and non-residential units by county. CostQuest, "About the Units in the Broadband Serviceable Location Fabric Data," September 19, 2022, <https://www.costquest.com/resources/articles/about-the-units-in-broadband-serviceable-location-fabric-data/>.

### 3.1.4 Affordability and Adoption

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The development of broadband infrastructure to households across Inyo County is the first step in creating access to broadband, but affordability should be a parallel step and affordability requirements are often part of broadband infrastructure grant programs. Both the state and the federal government address affordability, understanding it is a critical step to broadband adoption.

The state's 2020 Broadband for All Plan identifies affordability as the second challenge to achieving broadband for all. In 2019, prior to the pandemic and the growth of federal and state funding, the California Emerging Technology Fund Survey found that over half of the Californians without a home broadband connection either cannot afford it or do not have a computer.<sup>71</sup>

The federal government has long sought to make broadband affordable. However, many programs prior to the pandemic were challenging to use and therefore underutilized. As a result of the pandemic, federal funding was allocated to create the first wide-ranging broadband affordability program.

- December 2020, the federal government recognized affordability as a barrier and created the Emergency Broadband Benefit (EBB) fund to help households pay for connectivity by providing \$3.2 billion in funding.<sup>72</sup>
- November 2021, the EBB was replaced with a longer-term program with more available funding, the Affordable Connectivity Program (ACP). The ACP was allocated \$14.2 billion from the IIJA.
- October 2023, the White House requested an additional \$6 billion to support the ACP program, which will run out of money in 2024 if new funds are not allocated to the program.<sup>73</sup>

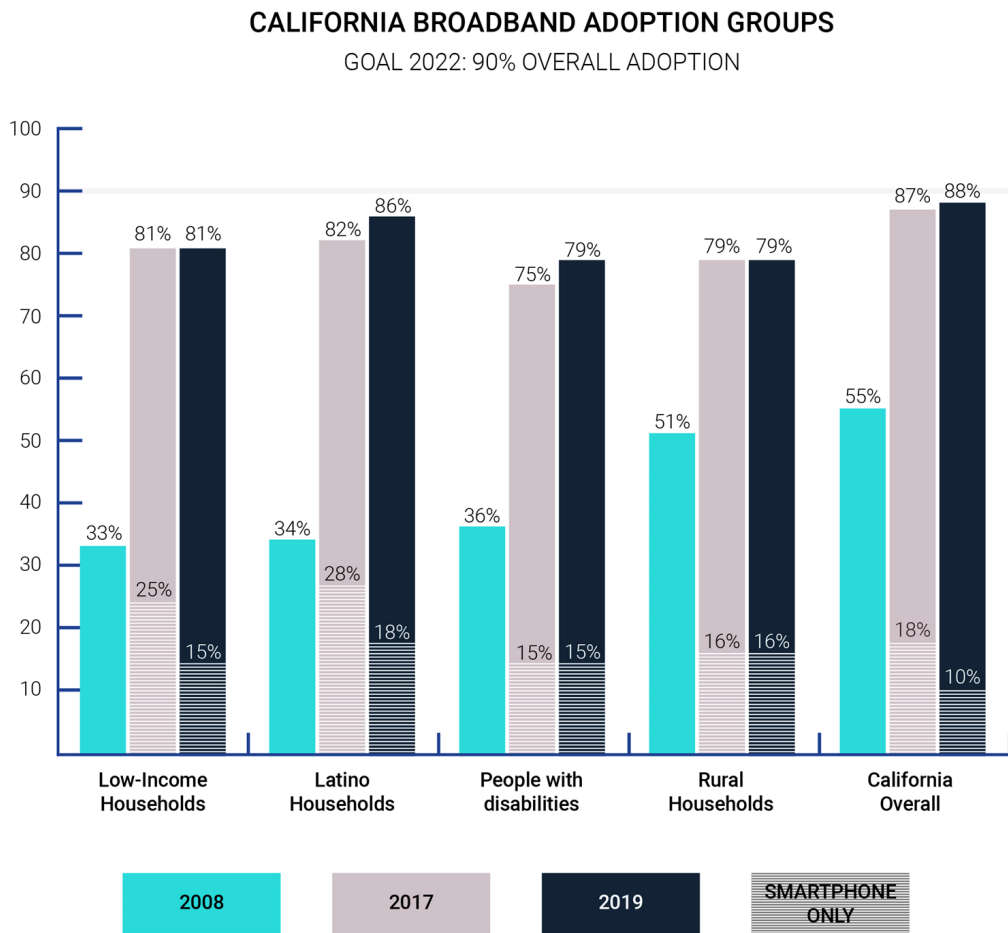
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<sup>71</sup> CA BEAD Five-Year Plan.

<sup>72</sup> Federal Communications Commission, "Emergency Broadband Benefit Program," <https://www.fcc.gov/emergency-broadband-benefit-program>, accessed August 2023.

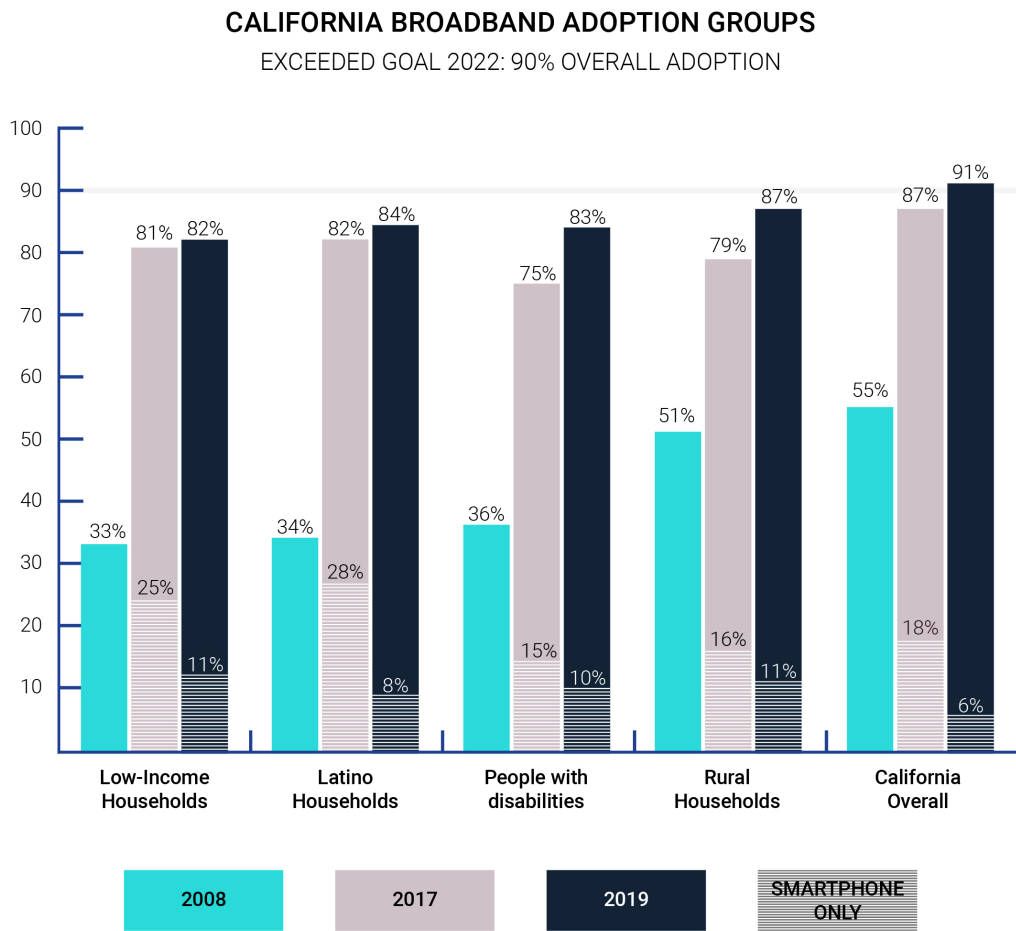
<sup>73</sup> Joan Engbretson, "Biden Asks Congress to Fund ACP Low-Income Broadband Through 2024," Telecompetitor, October 25, 2023, <https://www.telecompetitor.com/biden-asks-congress-to-fund-acp-low-income-broadband-through-2024/>.

Figure 15: 2019 California Adoption Rates<sup>74</sup>



<sup>74</sup> California Emerging Technology Fund, *Statewide Survey on Broadband Adoption*, 2019, accessed July 2023, <https://www.cetfund.org/action-and-results/statewide-surveys/2019-statewide-surveys/>

Figure 16: 2021 California Adoption Rates<sup>75</sup>



The State Broadband for All plan uses 2019 data. California Emerging Technology Fund released a survey in 2021, which incorporates the EBB and ACP subsidies for a significant number of households across the state and Inyo County. Through making broadband more affordable, along with investment in broadband infrastructure, more people are able to adopt broadband. After the EBB and ACP subsidies were put in place, there was a noticeable increase in broadband adoption for all recorded demographics, except for people identifying as Latinos. Through making broadband more affordable, along with investment in broadband infrastructure, more people were motivated and able to adopt broadband.

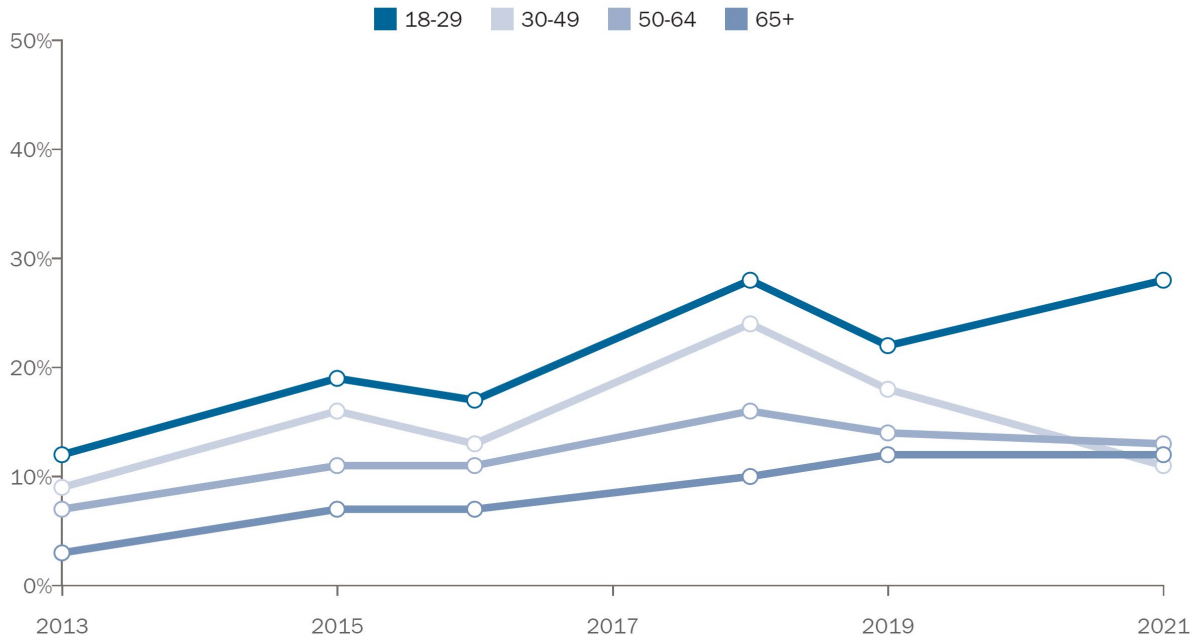
The two graphics above displaying California Broadband Adoption Groups from 2019 and 2021 demonstrate marginal 1-2 percent growth in adoption for low-income households while smartphone-only use has declined. Pew Research shows that a “substantial majority of Americans are cellphone owners across a wide range of demographic groups. By contrast, smartphone ownership exhibits greater variation based on age, household income and educational attainment.”<sup>76</sup>

<sup>75</sup> California Emerging Technology Fund, “Statewide Survey on Broadband Adoption, 2021,” <https://www.cetfund.org/action-and-results/statewide-surveys/>, accessed July 2023.

<sup>76</sup> Pew Research Center, “Mobile Fact Sheet,” April 7, 2021, <https://www.pewresearch.org/internet/fact-sheet/mobile/?tabId=tab-011fca0d-9756-4f48-b352-d58f343696bf>.

**Figure 17: Smartphone dependency by age<sup>77</sup>**

*% of U.S. adults who say they do not use broadband at home but own smartphones, by age*



As discussed in the subsection ‘Who are the Unserved and Underserved,’ lower-income households are often the ones with no or limited access to the internet. They are also the most likely to subscribe to budget-friendly services that may not adequately meet household needs.

While significant federal funding initiatives have been developed to address barriers to universal broadband as discussed below, careful attention needs to be paid to developing pre-funding requirements and post-award compliance monitoring to ensure that the public’s investment is serving the intended need for the long-term.

<sup>77</sup> Pew Research Center, “Mobile Fact Sheet,” April 7, 2021, <https://www.pewresearch.org/internet/fact-sheet/mobile/>.

**Table 10: Major Policy Initiatives to Address Barriers to Universal Broadband Access**

Availability	Amount
➤ <b>NTIA Broadband Equity, Access, and Deployment Program</b>	\$42 billion
➤ <b>FCC Rural Digital Opportunity Fund</b>	\$20 billion
➤ <b>California Senate Bill 156</b>	\$6 billion
➤ <b>NTIA Tribal Broadband Connectivity Program</b>	\$2 billion
➤ <b>USDA ReConnect Program and Rural Development Broadband Program</b>	\$2 billion
Affordability	
➤ <b>FCC's Affordable Connectivity Program</b>	\$14 billion
➤ <b>NTIA Digital Equity Programs</b>	\$2.75 billion
Adoption	
➤ <b>CPUC Broadband Adoption Programs (multiple)*</b>	not established
➤ <b>NTIA Digital Equity Programs</b>	\$2.75 billion

Notes: NTIA = National Telecommunications and Information Administration. USDA = US Department of Agriculture. FCC = Federal Communications Commission. CPUC = California Public Utilities Commission. \* California program/initiatives only. Federal amounts are for the US as a whole.

The lure of a fast broadband connection and new internet-enabled devices are likely to be squashed by the cost of essentials such as housing. California ranked as the state with the highest median monthly housing expense, totaling \$2,111. Not only did California rank highest for this metric, but California is also among the states with the most expensive square footage; the \$2,111 median monthly housing expense will pay for less space when compared to other states.<sup>78</sup> The cost of housing has a demonstrable relationship with broadband adoption rates. To address the cost of internet service, the IJA included \$14.2 billion in funding for the Affordable Connectivity Program (ACP), a broadband affordability program to be administered by the FCC. The ACP began accepting applications on December 31, 2021.

The ACP program provides up to \$30 a month toward the cost of internet service for eligible households and \$75 for qualifying households in some high-cost areas and tribal households. Eligible households can also receive \$100 to purchase an internet-enabled device such as a laptop, desktop, or tablet (with a minimum household contribution of \$10). Both benefits are limited to one service and one device discount per household.

Eligibility is based on income or participation in another government assistance program.<sup>79</sup>

■ **Income**

Federal broadband subsidy programs frequently define low-income households as having income at or below 200% of the Federal Poverty Guidelines:

<sup>78</sup> Robin Rothstein, "Examining The Cost Of Living By State In 2023," *Forbes Advisor*, August 24, 2023, <https://www.forbes.com/advisor/mortgages/cost-of-living-by-state/>.

<sup>79</sup> More information about the ACP and other subsidy programs is found below in Section 8.

**Table 11: FCC ACP Federal Poverty Guidelines**

2023 POVERTY GUIDELINES FOR THE 48 CONTIGUOUS STATES AND THE DISTRICT OF COLUMBIA	
Persons in family/household	Poverty guideline
1	\$14,580
2	\$19,720
3	\$24,860
4	\$30,000
5	\$35,140
6	\$40,280
7	\$45,420
8	\$50,560

*For families/households with more than 8 persons add \$5,140 for each additional person.*

■ **Government Assistance Programs:**

Households may also qualify for ACP based on at least one household member’s participation in one or more of the following government assistance programs:

- Received a Federal Pell Grant during the current award year
- Meets the eligibility criteria for a participating provider’s existing low-income internet program
- Participates in one of these assistance programs:
  - Free and Reduced-Price School Lunch Program or School Breakfast Program, including at U.S. Department of Agriculture (USDA) Community Eligibility Provision schools.
  - SNAP
  - Medicaid
  - Federal Housing Assistance, including:
    - Housing Choice Voucher (HCV) Program (Section 8 Vouchers)
    - Project-Based Rental Assistance (PBRA)/Section 202/ Section 811
    - Public Housing
    - Affordable Housing Programs for American Indians, Alaska Natives or Native Hawaiians
  - Supplemental Security Income (SSI)
  - WIC
  - Veterans Pension or Survivor Benefits

- or [Lifeline](#)<sup>80</sup>
- ➔ Participates in one of these assistance programs and lives on [Qualifying Tribal lands](#):
  - Bureau of Indian Affairs General Assistance
  - Tribal TANF
  - Food Distribution Program on Indian Reservations
  - Head Start (income based)<sup>81</sup>

In Inyo County, 42% of households qualify for the ACP program; however only 17% of eligible household are currently enrolled.<sup>82</sup>

**Table 12: Inyo County ACP Participation**

Name of county	Total households	Eligible households	Eligible households' percentage	Enrolled households	Enrolled households' percentage
<b>Inyo</b>	7,253	3,052	42%	534	17%

It is important to note that ACP will terminate when the \$14.2 billion in funding is exhausted. In October 2023 the White House requested an additional \$6 billion to fund the ACP program through 2024 but the funding request has not yet been considered by congress. Both California’s Last Mile Federal Funding Account (FFA) and the BEAD Act both require that ISPs participate in the ACP. Analysts predict ACP will run out of money sometime in 2024.<sup>83</sup>

Depletion of ACP funding will further exacerbate the issue of access and device affordability for low-income and other participating households. To narrow the gap, funders and funded projects should consider alternate methods for ensuring affordability.

## 3.2 Stakeholder Asset Inventory

### 3.2.1 Community Anchor Institutions (CAIs)

Community Anchor Institutions (CAIs) play a critical role in maintaining community. CAIs provide quality-of-life services such as healthcare and education, serve as resiliency centers during emergencies and natural disasters, drive growth in

<sup>80</sup> Federal Communications Commission, “Helping Households Connect,” <https://www.fcc.gov/acp>, accessed August 29, 2023

<sup>81</sup> Federal Communications Commission, “Helping Households Connect,” <https://www.fcc.gov/acp>, accessed August 29, 2023

<sup>82</sup> California All| Broadband for All, “Affordable Connectivity Program Enrollment Tracker,” <https://broadbandforall.cdt.ca.gov/affordable-connectivity-program/acp-enrollment/#>, accessed August 28, 2023

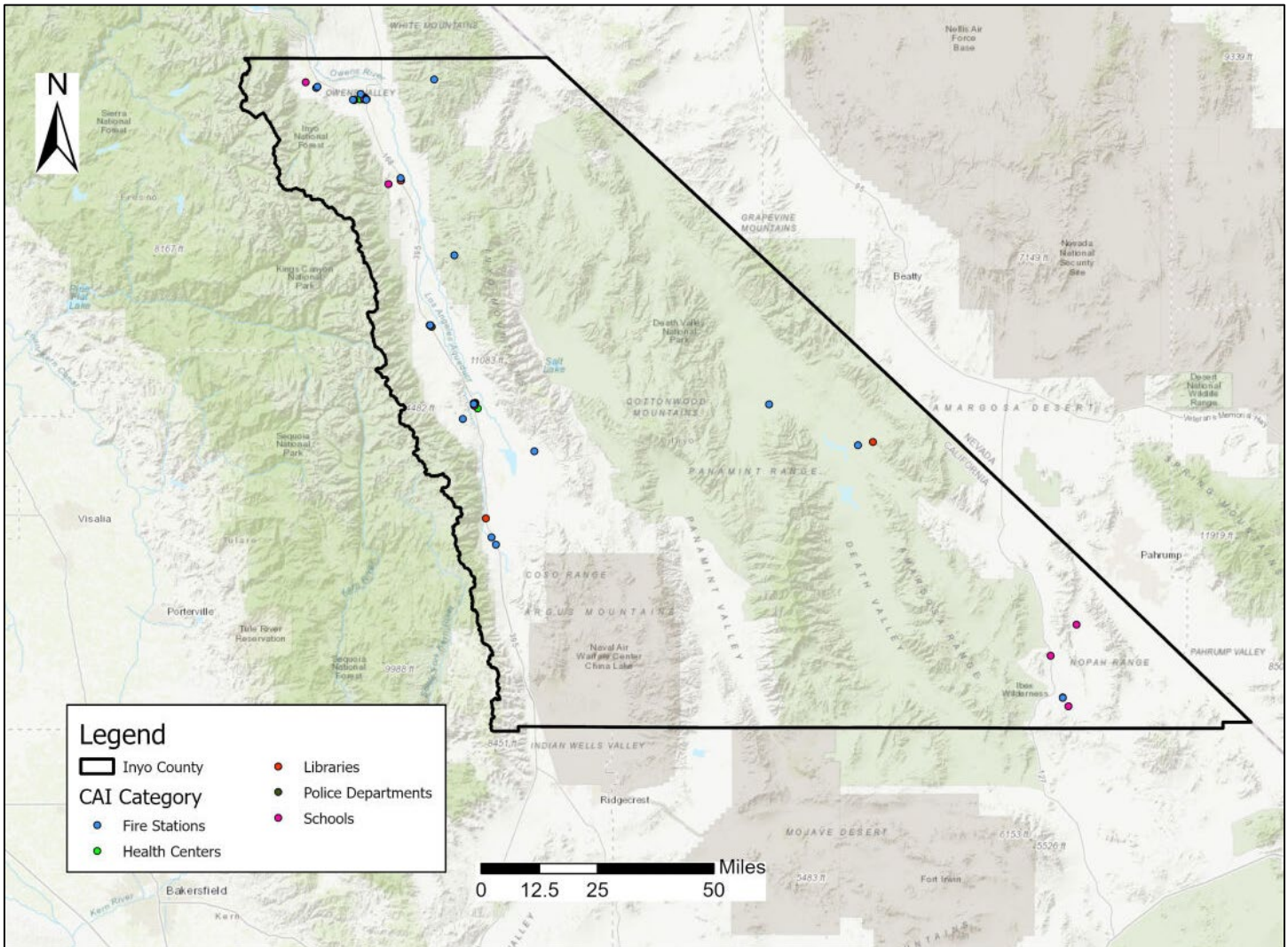
<sup>83</sup> See, e.g., Kathryn de Wit, “Closing the Digital Divide With the Affordable Connectivity Program,” Pew Research Center, June 1, 2023, <https://www.pewtrusts.org/en/research-and-analysis/articles/2023/06/01/closing-the-digital-divide-with-the-affordable-connectivity-program>; Nicole Ferraro, “Bipartisan Group of Congress Members Calls for ACP Funding,” *Light Reading*, August 18, 2023, <https://www.lightreading.com/digital-divide/bipartisan-group-of-congress-members-calls-for-acp-funding>; Ry Marcattilio-McCracken, “A New Tool to Track Federal Funding for Affordable Broadband,” Institute for Local Self-Reliance, August 31, 2022, <https://ilsr.org/new-resource-tracking-the-affordable-connectivity-program/>. The latter link provides an enrollment tracker that enables users to analyze when the funding will run out under a range of different assumptions.



economically depressed areas, and offer safe gathering places to foster a sense of connection to neighborhood. CAIs must have reliable, high-speed access to broadband internet to provide maximum benefit to the community.

An analysis of CAIs demonstrates that a majority of those locations are clustered in the urban, heavily populated areas of Inyo County.

**Figure 18: Inyo County Community Anchor Institution (CAI) Locations**



### 3.2.2 Community Anchor and Business Needs Survey Results

The needs of businesses and CAIs for economic development and sustainability cannot be overstated. This section provides detailed information from the survey activities pertaining to these entities conducted by Tilson. Separately, Tilson conducted an Internet Service Provider (ISP) outreach survey that can be seen in Section 4. The findings suggest that access to high-speed broadband to support business growth and critical county functions, as well as innovation in rural and farming communities, is crucial to positive economic outcomes.

These surveys were disseminated using the ESRI Survey123 platform. More specifically, these were sent to CAIs, business owners, and ISPs who serve the counties included in this study. A separate outreach survey was provided to Rural County Representatives of California (RCRC) “Point-of-contacts” at the beginning of this program, which was not collected through this platform.

The following section will detail general insights learned from these surveys. Further analysis of the business survey results are included in Appendix A.

### **Community Anchor Institution Survey Findings – Summary**

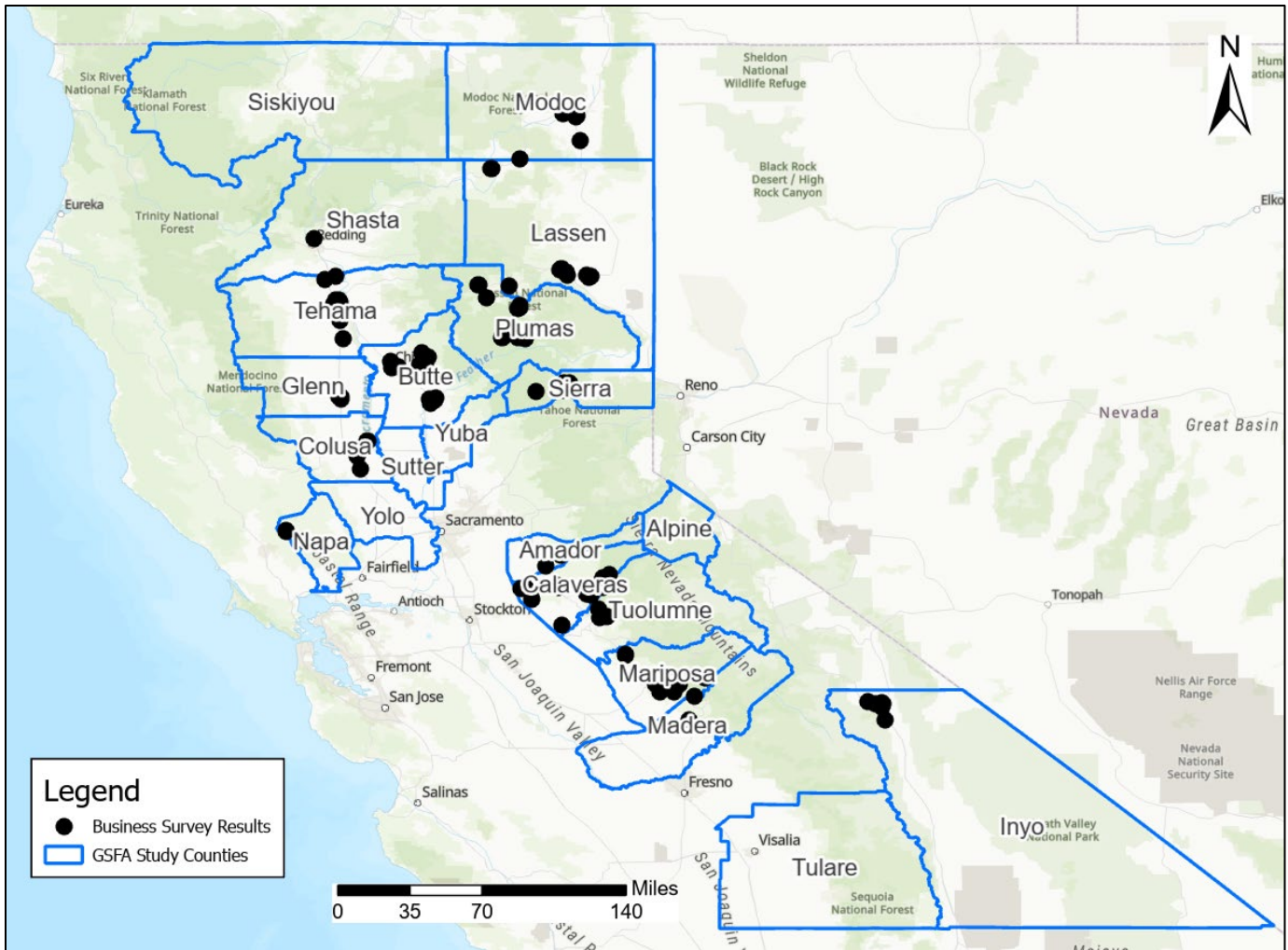
The survey collected information from various CAIs in California, including schools, libraries, and fire protection districts, though there were only 11 responses out of the more than 500 that were engaged. While that does not constitute a statistically significant sample, some of the responses decry universal challenges facilities face with access to inadequate broadband. These institutions serve multiple counties and rely on different ISPs, with AT&T, Comcast, and Frontier among the prominent choices. The methods of internet delivery varied, spanning DSL, fiber optics, and wireless connections. Most organizations procured internet services, while some also acquired phone and television services, and the associated monthly costs ranged from \$85 to \$1,208.

These responses underscored the need for better awareness and access to federal programs to bolster internet connectivity and infrastructure. The small population of data also highlighted the complexity of challenges faced by these institutions, with some seeking to change ISPs due to concerns related to service quality and speed. Some institutions have benefitted from programs such as E-Rate and CalREN subsidies provided by the Corporation for Education Network Initiatives in California (CENIC). A notable interest in broadband planning efforts was evident, indicating a desire to access potential funding opportunities. However, a significant portion of institutions remained unfamiliar with the upcoming federal BEAD program and the consequential challenge process that could affect their eligibility for crucial funding.

### **Business Survey Findings – Summary**

The aim of the business survey was to ask businesses in the study area (at all scales) about their current connectivity, possible options available in the area, and gauge demand for higher bandwidth and applications that would improve their existing or anticipated processes. Notably, Alpine, Madera, Siskiyou, Sutter, Tulare, Yolo, and Yuba received no responses. Below are the locations of all businesses that have responded to the survey:

Figure 19: Locations of Business Survey Results



In asking about current internet speeds, a notable 31 percent of respondents claimed that they were operating at less than 10 Mbps. In total, 50 percent of respondents were operating with a connection less than 50 Mbps, and 63 percent under 100 Mbps. Only 6.5 percent had a connection of greater than 500 Mbps. Of these respondents, 41 percent said that their current speeds were not sufficient for their business needs (with 14 percent with non-response to this query).

When asked about future bandwidth requirements, 15 percent responded that they would not need anything more than 10 Mbps. Most businesses falling into this category were small retail stores, campgrounds, and farms, whose main critical function requiring internet is their Point-of-Sale system. Some of these can be supplemented by cell service, which lowers the immediate demand or need to upgrade. However, some other respondents of this category mentioned that they were realtor offices, sheriff offices, chamber of commerce departments, or other entities that would require a more robust connection, justified by their use cases such as security cameras, web development, and even video conferencing. Because of the disparity in these responses, it is assumed that more digital literacy outreach would be required to inform these businesses of the actual speeds necessary to run their critical day-to-day functions more effectively.

When asked about their infrastructure, 59 percent of businesses stated that they had modern or fairly modern (0-10 years old) wiring and networking equipment. 23 percent stated that they had a fiber optic connection, while 19 percent had a copper based connection. The following is a word cloud describing the most common responses received when asked about network congestion during peak hours.





**Table 13: Tribal Broadband Connectivity Program Round One California Awardees<sup>84</sup>**

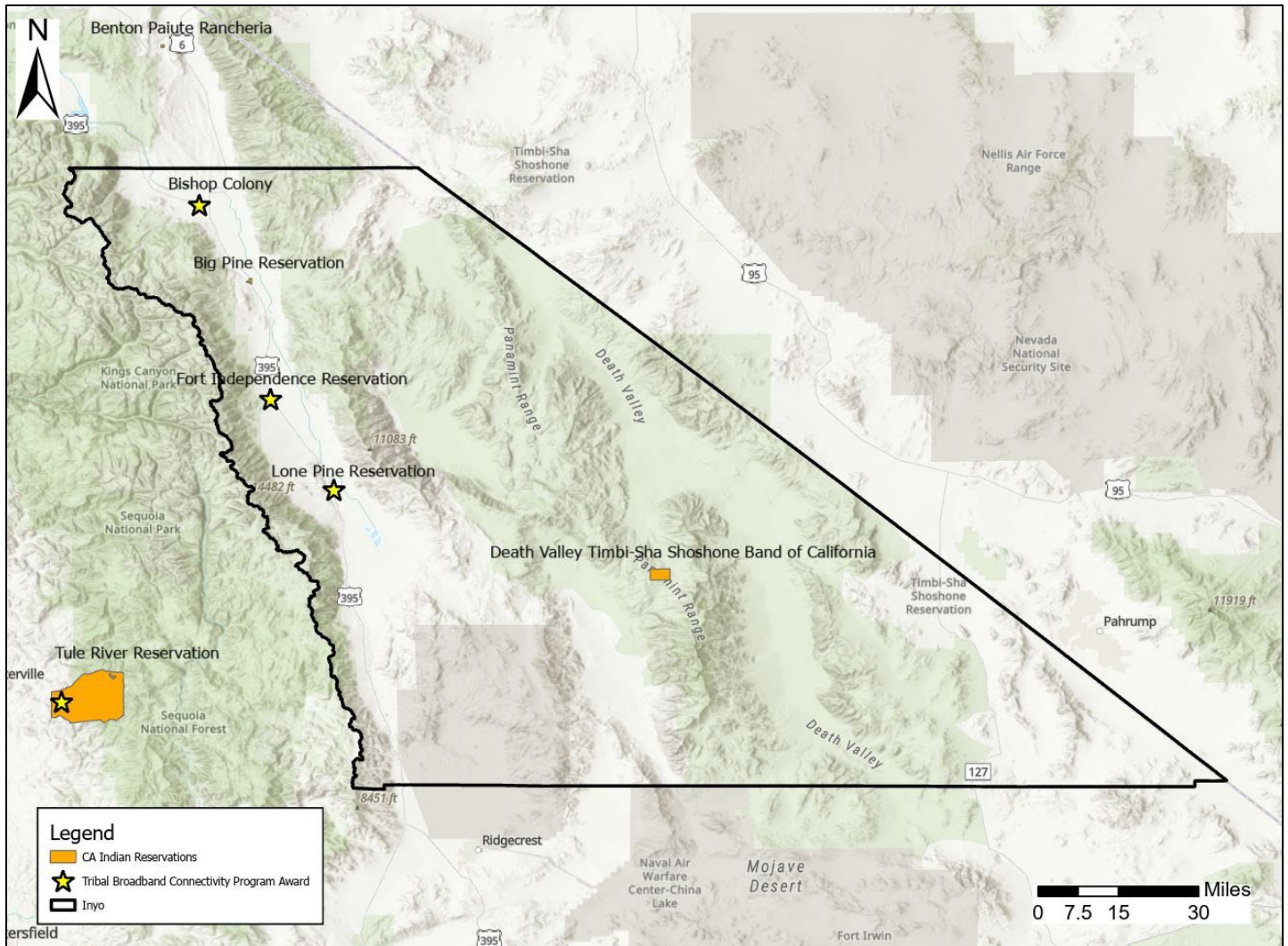
Awardee	Project	Award
Big Sandy Rancheria Band of Western Mono Indians	Infrastructure Deployment	\$1,125,675.59
Big Valley Band of Pomo Indians	Infrastructure Deployment	\$951,684.00
Bishop Paiute Tribe	Planning, Engineering, Feasibility, and Sustainability	\$499,935.50
Blue Lake Rancheria, California	Infrastructure Deployment & and Planning, Engineering, Feasibility, and Sustainability	\$493,400.48
Bridgeport Indian Colony	Planning, Engineering, Feasibility, and Sustainability	\$355,153.32
Cabazon Band of Mission Indians	Infrastructure Deployment	\$320,346.40
California Rural Indian Health Board, Inc.	Planning, Engineering, Feasibility, and Sustainability Studies	\$500,000.00
Inyo Indian Community Council	Broadband Infrastructure Deployment	\$481,533.85
Coyote Valley Band of Pomo Indians	Use and Adoption	\$596,796.00
Ewiiapaayp of Kumeyaay Indians	Planning, Engineering, Feasibility, and Sustainability	\$500,000.00
Fort Independence Indian Reservation	Infrastructure Deployment	\$1,510,610.82
Guidiville Indian Rancheria	Broadband Use and Adoption & Planning, Engineering, Feasibility, and Sustainability	\$500,000.00
Habematolel Pomo of Upper Lake	Broadband Infrastructure Deployment Planning, Engineering, Feasibility, and Sustainability	\$500,000.00
Hoopa Valley Tribal Council	Infrastructure Deployment	\$65,140,407.72
Ione Band of Miwok Indians	Planning, Feasibility, and Sustainability Studies	\$459,000.00
Karuk Tribe	Planning, Engineering, Feasibility, and Sustainability	\$500,000.00
Kashia Band of Pomo Indians of the Stewarts Point Rancheria	Broadband Use and Adoption	\$495,477.00

<sup>84</sup> National Telecommunications and Information Administration, "Tribal Broadband Connectivity Program," Broadband USA, <https://broadbandusa.ntia.doc.gov/funding-programs/tribal-broadband-connectivity>, accessed October 2023; National Telecommunications and Information Administration, "TBCP Awards," <https://nbam.maps.arcgis.com/apps/dashboards/8285506482b941ae8f9de43f8acf3746>, accessed October 2023.

La Jolla Band of Luiseno Indians	Planning, Feasibility, and Sustainability Studies	\$829,239.00
Lone Pine Paiute-Shoshone Reservation	Infrastructure Deployment	\$1,866,081.00
Pauma Band of Luiseno Indians	Use and Adoption	\$498,380.00
Pinoleville Pomo Nation	Use and Adoption	\$496,977.00
Resighini Rancheria	Planning, Engineering, Feasibility, and Sustainability	\$499,953.00
Rincon Band of Luiseno Mission Indians of Rincon Reservation	Use and Adoption   Planning, Feasibility, and Sustainability Studies	\$1,230,457.05
Round Valley Indian Tribes	Infrastructure Deployment	\$13,514,977.00
Santa Ynez Band of Mission Indians (aka Chumash Indians)	Planning, Engineering, Feasibility, and Sustainability	\$500,000.00
Scotts Valley Band of Pomo Indians	Use and Adoption	\$584,000.00
Shingle Springs Band of Miwok Indians	Infrastructure Deployment	\$2,710,067.25
Soboba Band of Luiseno Indians	Broadband Use and Adoption	\$500,000.00
Southern California Tribal Chairman's Association	Broadband Infrastructure Deployment; Broadband Use and Adoption	\$4,500,000.00
Susanville Indian Rancheria	Infrastructure Deployment	\$612,604.00
Table Mountain Rancheria	Planning, Engineering, Feasibility, and Sustainability	\$500,000.00
The Wiyot Tribe	Broadband Use and Adoption	\$499,997.16
Tolowa Dee-ni' Nation	Planning, Engineering, Feasibility, and Sustainability	\$500,000.00
Tule River Indian Tribe of the Tule River Reservation, California	Broadband Infrastructure Deployment & Planning, Engineering, Feasibility, and Sustainability	\$500,000.00
Viejas Band of Kumeyaay Indians	Use and Adoption	\$592,110.00
Yurok Telecommunications Corp.	Infrastructure Deployment	\$61,661,365.50

	Denotes use and adoption initiatives
	Denotes Infrastructure deployment projects
	Denotes planning and feasibility Studies

Figure 21: Inyo County Tribal Communities Location



### 3.3 Overview of Smart Community Technologies

As broadband becomes more universally deployed, opportunities to use internet access to transform and improve the efficiency of government services increases. Smart community technologies have the potential to drive advancement in sustainability, resilience, and equity. Smart community technologies can be adopted to meet the individual needs of each community and the stakeholders it includes.

■ **Connecting to Government**

For instance, smart communities offering public Wi-Fi might develop a landing page for users that provides critical updates, assesses users for specific needs such as emergency housing or substance abuse treatment, and provides easy ways to make use of existing government programs.

### ■ Infrastructure optimization

Smart technologies can provide opportunities to optimize the performance and control of existing infrastructure, managing the energy grid, water and waste systems, and traffic flow.

### ■ Agriculture

Smart agriculture technologies, such as soil and irrigation sensors, can help the county reach its economic goal to increase production by helping to monitor plant health.

### ■ Public Safety

Smart communities offer the ability to connect body-worn, traffic, and security camera footage, as well as traffic flow information, social media activity and other real time data sources. This “single-pane of glass” approach allows real-time situational awareness for emergency managers by tracking all available emergency resources and assisting with decision-making about the deployment of resources—thereby reducing property loss and saving lives.

In addition to using a broadband availability-based approach to identify crucial and high priority areas for expanding high-speed access, VHB have identified issues in the county that could be addressed through connectivity-enabled smart community deployments, which will be detailed in Section 9.

The next map depicts census tracts in the county that fall under the designation of disadvantaged by the Justice40 initiative under the U.S. Department of Transportation. Enabled by Executive Order 14008, with this program the federal government has made it a goal that “40 percent of the overall benefits of certain Federal investments flow to disadvantaged communities that are marginalized, underserved, and overburdened by pollution.”<sup>85</sup>

The categories of investment include “climate change, clean energy and energy efficiency, clean transit, affordable and sustainable housing, training and workforce development, remediation and reduction of legacy pollution, and the development of critical clean water and wastewater infrastructure.”<sup>86</sup>

This data set looks at multiple different factors such as environmental dangers, income, and resource availability based on the most recent census data and other factors to create aggregate need levels and list the top threats a community might be vulnerable to.<sup>87</sup>

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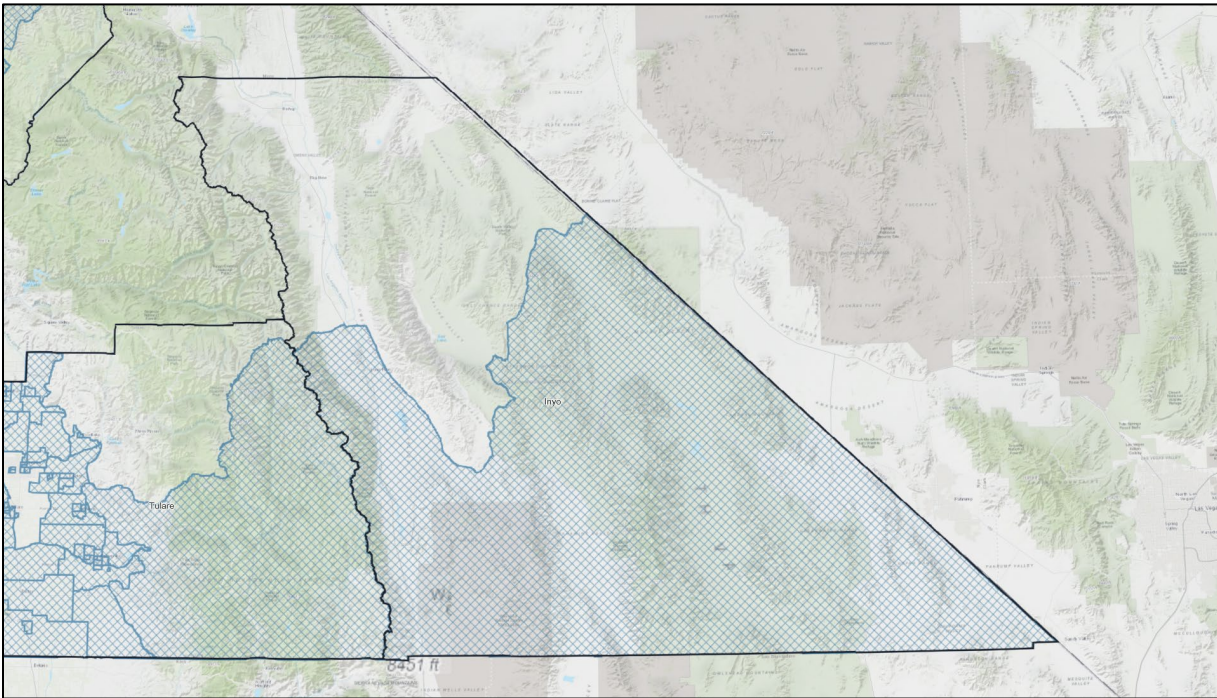
<sup>85</sup> <https://www.whitehouse.gov/environmentaljustice/justice40/>

<sup>86</sup> Ibid

<sup>87</sup> More info about the methodology and ethos of the program are available at <https://www.transportation.gov/equity-Justice40>.



**Figure 22: Map of Justice40 Disadvantaged Tracts (Hatched)**



The Justice40 map identified that at least some Inyo County census tracts were classified as disadvantaged in 3 of its 12 categories. To meet the threshold, a census tract must be among the lowest 35 percent of annual household income and satisfy the category’s additional requirements:

■ **Climate Change**

Areas are identified as disadvantaged if they are at or above the 90<sup>th</sup> percentile for any of the following:

- Expected agriculture loss rate
- Expected building loss rate
- Expected population loss rate
- Projected flood risk
- Projected wildfire risk

■ **Housing**

Areas are identified as disadvantaged if they have experienced historic underinvestment or are at or above the 90<sup>th</sup> percentile for any of the following:

- Housing cost
- Lack of green space
- Lack of indoor plumbing
- Lead paint

### ■ Legacy Pollution

Areas are identified as disadvantaged if they have at least one abandoned mine land or formerly used defense sites or are at or above the 90<sup>th</sup> percentile for any of the following:

- Proximity to hazardous waste facilities
- Proximity to Superfund sites (National Priorities List (NPL))
- Proximity to Risk Management Plan (RMP) facilities

These factors, as well as the economic benefits of bringing broadband to these specific locations, should be weighed when planning and prioritizing future deployments. For additional information and recommendations for smart community technology, refer to Section 9. VHB's Smart Community Web Experience webmap depicting the full layers and data provided by VHB can be accessed here:

<https://experience.arcgis.com/experience/a5845d235e1749f38374f325cfad53eb/>



SECTION

04

**ANALYSIS OF CURRENT BROADBAND MARKET  
AND EXPANSION STRATEGIES**

## 4.1 Introduction and Expansion Strategy Roadmap

This section reviews the current residential broadband market in Inyo County, identifying each significant ISP's current service areas. The ISPs' service area maps will develop an understanding of where broadband services with different performance characteristics are and, more importantly, are *not* available. At a high level, the BEAD grant program will focus on the following two location eligibility criteria.

- **Unserved households lacking 25/3 Mbps service:** 3,035 households (32.1 percent)<sup>88</sup>
- **Underserved households lacking 100/20, but not 25/3 Mbps service:** 4,579 households (48.4 percent)

Inyo County has a *very high* proportion of unserved households, creating significant challenges for the 3,035 households on the other side of the digital divide. These households will benefit greatly from the BEAD program, but there are only a few major clusters of unserved locations that lend themselves to significant project areas. Most others are distributed throughout the county and will likely require different deployment projects to reach scattered unserved addresses.

Inyo County also has a *very high* proportion of underserved households. These areas are less likely to receive BEAD funding, because the CPUC does not believe it has enough funding to cover all unserved and underserved locations across the state.<sup>89</sup> These households nevertheless should remain a priority for county and local policymakers interested in bridging the digital divide, but require a more detailed understanding of the current technologies offered nearby.

These two criteria do not tell the full story either. To explore other aspects of the digital divide, the table below provides a snapshot of the availability of different technologies across the county, based on the FCC's most recent 2023 household data. We note that this information is presented by household, and not by location, because it is the best FCC data available at this level of detail and allows for a better understanding of the impact of the digital divide on the population.

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<sup>88</sup> This data is derived from the FCC's National Broadband Map Area Summaries, which detail these percentages by "units." Residential Broadband Serviceable Locations (BSLs) may represent single-family homes or buildings like apartments that contain multiple distinct dwellings. "Units" represent individual dwellings or households, so a BSL with an individual FCC Location ID can contain multiple units. We note that apartment buildings tend to be constructed in more densely populated areas, which also tend to be more likely to receive high-speed broadband service. As a result, the percentage of units connected will tend to be higher than the percentage of locations connected. This issue is an inherent limitation of the FCC's publicly available data.

<sup>89</sup> CPUC, State of California Five-Year Action Plan: Broadband Equity, Access, and Deployment (BEAD) Program, Final Initial Draft, July 13, 2023, p. 87, ("CA BEAD Five-Year Plan"), <https://docs.cpuc.ca.gov/PublishedDocs/Efile/G000/M513/K977/513977116.PDF>.

**Table 14: Households Receiving Each Level of Service across Inyo County<sup>90</sup>**

Households (HHs) – 9,468 Total	25/3 Mbps	100/20 Mbps	250/25 Mbps
<b>Served by any wireline or fixed wireless</b>	67.9% (6,433)	19.6% (1,854)	14.6% (1,380)
<b>Served by any wireline technology</b>	63.0% (5,964)	16.0% (1,515)	14.6% (1,380)
<b>Wireline Technologies:</b>			
➤ <b>High-speed option (Fiber and/or Cable)</b>	59.9% (5,667)	14.6% (1,380)	14.6% (1,380)
➤ <b>DSL</b>	8.0% (757)	1.6% (148)	0%
➤ <b>DSL as only wireline option at speed</b>	3.1% (297)	1.4% (134)	0%
<b>Fixed Wireless Technologies:</b>			
➤ <b>Fixed wireless</b>	11.9% (1,125)	5.1% (479)	0%
➤ <b>Only fixed wireless at speed</b>	5.0% (469)	3.6% (339)	0%

Of the 9,468 households across the county, a reported 1,380 households (14.6 percent) can receive high-speed broadband services of at least 250/25 Mbps from technologies that can be upgraded to meet needs well into the future. The remaining households do not yet have access to such relatively future-proof technology. The information above highlights the following top broadband availability issues:

- **Many locations are still critically unserved:** Inyo County has a reported 2,676 locations (28.3 percent) that do not yet receive any wireline or wireless service meeting the 10/1 Mbps standard, according to FCC data.
- **Moderate dependence on fixed wireless:** An estimated 469 households (5.0 percent) can receive only basic broadband service via fixed wireless technologies across Inyo County, while 339 households (3.6 percent) depend upon it for access to 100/20 Mbps services. This connectivity has been vital for these households, but in the long term, they should remain a priority to receive high-speed wireline services.
- **Available DSL is inadequate:** A claimed 2,723 households (28.8 percent) in Inyo County have access to DSL services offering at least 10/1 Mbps. However, only 757 households (8.0 percent) in Inyo can receive DSL service offering the minimum broadband speed of 25/3 Mbps set by the FCC in 2016. ISPs providing inadequate DSL service may not have an incentive to upgrade these networks if the projected return on investment is insufficient. However, if provided financial support, these providers may be best positioned to deploy fiber through their DSL service areas using existing access to telephone poles and rights-of-way to install fiber at a lower cost than competitors.
- **High-speed broadband availability gap:** A reported 40.1 percent of households cannot receive high-speed broadband service. This level of availability is low compared to the rest of California and the nation.
- **Available cable services are generally not upgraded:** While a reported 5,615 households (59.3 percent) can receive cable services offering speeds of at least 25/3 Mbps, only 355 households (3.8 percent) can receive cable services offering 100/20 Mbps or more. Where available, cable networks in other markets have generally been upgraded to offer high-speed services of at least 250/25 Mbps, and cable providers in Inyo County should follow suit.
- **Insufficient fiber-to-the-home availability:** Only 10.8 percent of homes in Inyo County can receive fiber services.

<sup>90</sup> Federal Communications Commission, "FCC National Broadband Map," updated May 30, 2023, <https://broadbandmap.fcc.gov/data-download/nationwide-data?version=dec2022>; CostQuest Solutions & Technology Team, "About the Units in the Broadband Serviceable Location Fabric Data," CostQuest Associates, September 19, 2022, <https://www.costquest.com/resources/articles/about-the-units-in-broadband-serviceable-location-fabric-data/>.



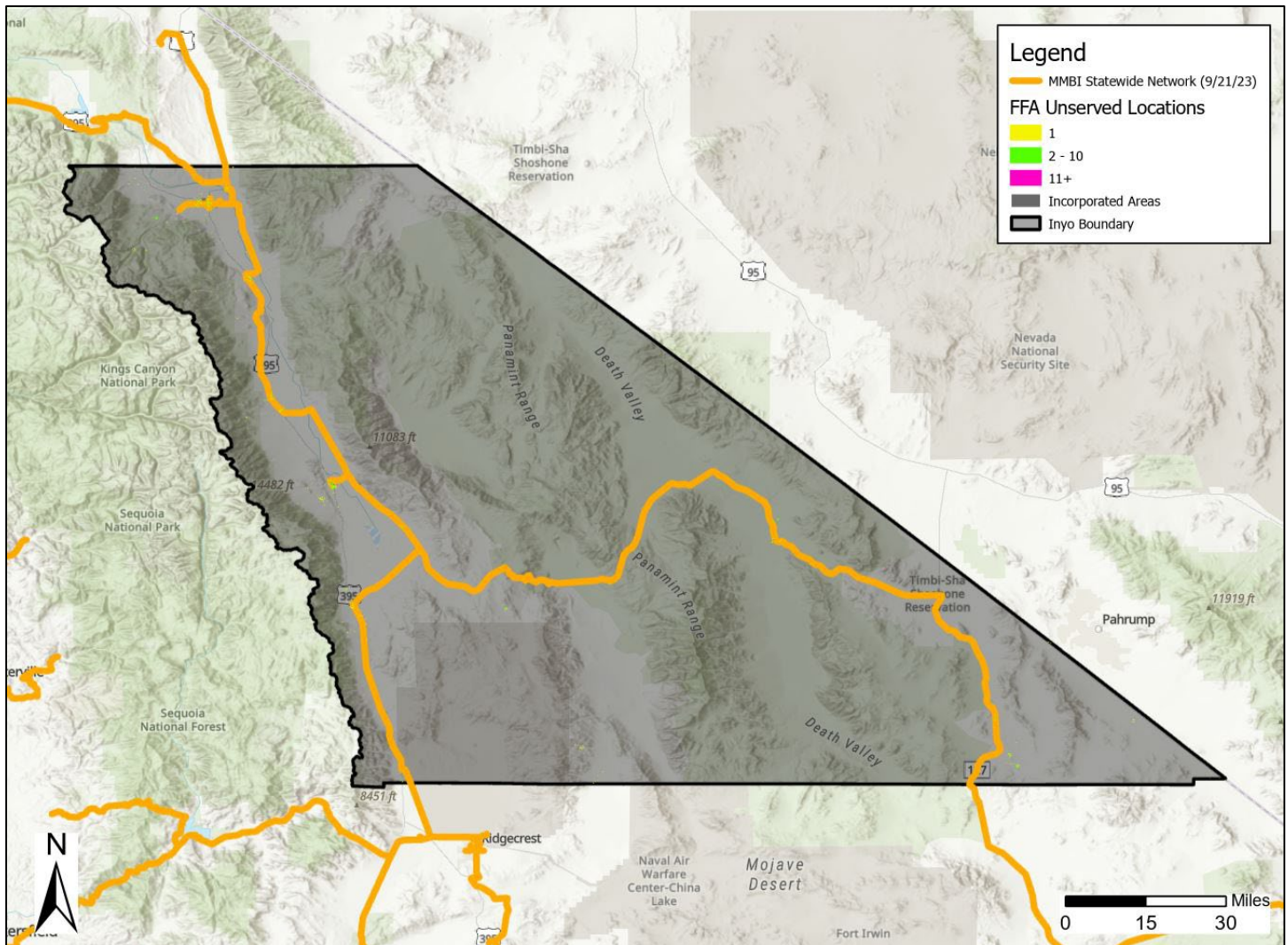
- **Large areas do not have adequate wireline broadband:** Aspendell, Laws, Keeler, Cartago, Tecopa, Death Valley Indian Village, and several areas in the eastern portion of the county all have large collections of unserved and underserved locations that should be among the highest priorities to be connected. The state middle mile network will come within 5 miles of most of these locations, but ISPs will need to construct approximately 25 miles of fiber down Trona Wildrose Road to reach some of the most remote locations. This effort may require collaboration between Kern and Inyo Counties.

The map below shows locations across the region that do not yet have access to fiber or high-speed cable services offering speeds of at least 25/3 Mbps. California's Federal Funding Account grant program essentially used this eligibility standard to identify locations it would accept in the application process, providing a map of them in clustered areas.<sup>91</sup> By excluding fixed wireless, DSL, and older cable system services, this program adopted a standard of service that should service as the long-term goal for all locations. Locations not yet receiving 25/3 Mbps service are generally eligible for most funding opportunities, so municipalities and Inyo County's leadership can facilitate projects to these locations more easily. However, locations receiving wireless but not wireline services capable of 100/20 Mbps will not be eligible for BEAD funding, so ISPs and local governments will need to identify other ways of improving the business case to connect these locations to a high-speed wireline network.

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<sup>91</sup> The FFA defined "unserved" locations as all locations that did not receive reliable wireline services capable of 25/3 Mbps, while classifying DSL services and older cable services as presumptively unreliable. The Federal Funding Account's eligibility criteria are reviewed in more detail in Section 6. The program did not provide individual location information but did provide a mesh of small hexagonal areas and identified how many eligible locations were in each "hexbin." In the following figure, these have been converted to dots centered on the Hexbin locations.

**Figure 23: Planned California Middle Mile Network Routes and Locations Unserved by Modern Cable or Fiber at Speeds of at Least 25/3 Mbps in Inyo County**



**Market Summary:** Inyo County has three primary residential wireline ISPs Optimum, Lone Pine Communications, and Frontier.<sup>92</sup> Optimum’s cable network has the greatest reach, connecting a reported 5,077 locations to its cable service in the most populous portions of the county. However, the network seldom can offer speeds of 100/20 Mbps, so locations served by this older cable network are mostly classified as “underserved” under the BEAD program. Frontier has the next greatest reach, connecting 2,314 locations with its DSL network and now offering fiber services to another 1,167 locations. Frontier has expressed interest in upgrading their existing areas in Aspendell, Alabama Hills, Lone Pine, and Kern County to fiber through multiple submitted FFA projects. Lone Pine Communications focuses on the Lone Pine area, connecting 370 locations with cable services. While AT&T is reported to provide telephone service primarily in the southeastern part of the County, including in Tecopa, Shoshone, and Furnace Creek, its self-reported broadband service area in the county is limited to a few census blocks in Bishop, in northwestern Inyo County.

<sup>92</sup> We note that a few other providers claim to offer services to a very small number of residential locations. TPx Communications offer DSL to a single location. AT&T offers DSL to 11 locations, and fiber services to a reported 6 locations.

An estimated 469 households (5.0 percent) rely on fixed wireless services to obtain basic broadband speeds of 25/3 Mbps in Inyo County. There is only one primary fixed wireless provider in the county. T-Mobile reaches a claimed 7,218 locations. Verizon reports to serve 22 locations as well, but this service area is so small that it is not likely to have a significant impact on the market unless it is expanded significantly. A major portion of these locations served by T-Mobile do not receive speeds necessary to be considered broadband. In another FCC data set, a reported 6,605 households (69.8 percent) in Inyo County can receive some form of fixed wireless service, but 5,480 of those households (57.9 percent) cannot even reliably receive speeds of 10/1 Mbps.

This section's review of individual ISP service areas can be used to explore the most likely expansion and service upgrade opportunities throughout the county. Combined with insights in Section 3's analysis of broadband needs, county and local leadership can use this understanding of each ISP's expansion opportunities to identify the ISPs most likely to deploy or upgrade service to un- and underserved locations in their jurisdictions that have been identified in the map above.

#### Improvement Opportunities Summary:

- Frontier's fiber presence in Bishop and West Bishop can be extended along US 395 to areas with existing DSL service, such as the Big Pine, Fish Springs, Independence, Lone Pine, Olancho, and Haiwee areas, though state or other available middle mile with their existing right-of-way and pole agreements. Their FFA applications in Aspendell, Alabama Hills, and Lone Pine have signaled their intent to adopt this approach.
- Lone Pine Communications and Optimum, the cable providers in Inyo, will need to modernize their existing service offerings to offer services capable of at least 100/20 Mbps and preferably offer download speed of up to 1 Gbps, then expand into other nearby areas.
- The state middle mile network can soon be leveraged by any provider willing to establish services in some of the most remote areas of the county, or a new entrant, to connect areas such as Tecopa, Park Village, Furnace Creek, and Death Valley Indian Village along State Route 190.
- AT&T's existing presence may be very small, but it remains a possible entrant to connect unserved areas if the primary wireline providers in the county do not connect all of the BEAD-eligible unserved locations over the next couple of years. They could also expand deeper into Bishop or along any available state middle mile routes, these expansion possibilities are not very likely.
- Other improvement opportunities are covered in more detail in Section 6's review of Broadband Infrastructure Account and BEAD suggested areas for consideration.

Some of these potential efforts to improve broadband availability will be eligible for broadband funding grants, a topic reviewed in Section 6 below, while other areas may receive new or upgraded networks as a result of local efforts to encourage ISP action, a topic discussed in Section 7. Still, other areas may receive improved service options gradually as a result of last mile construction catalyzed by new middle mile networks such as the State of California's open access middle mile network.

To better understand how to interpret this broadband market assessment, we will first review key factors influencing the three basic ways that improved broadband services can reach more people: expansions, upgrades, and new market entry. Next, this section will review a list of ISPs in Inyo County, along with their service areas, technologies they offer, and the service pricing ranges they charge for residential services. Municipalities looking to encourage deployments should focus on working with fiber service providers, while considering cable providers if they are willing to deploy their most current network technologies.<sup>93</sup> Areas served above 25/3 Mbps by only DSL should be included in the list of priorities, but as Section 6 will

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<sup>93</sup> Section 2 discusses the distinction between DOCSIS 3.1 and DOCSIS 4.0, the latter able to offer significantly faster upload speeds that can compete directly with fiber systems in nearly all consumer applications.



discuss, several key grant programs may not provide funding to such areas, requiring that county and local leadership encourage new expansions or upgrades through other strategies.

#### ■ Key Factors Influencing Service Availability Improvements

**Traditional expansion:** ISPs in the region will generally expand their current service footprints when the costs to expand to nearby areas will generate a reasonable long-term return on investment. This traditional expansion process is often incremental, requiring each ISP to consider the entire range of adjacent areas across its regional or even national network and focus its limited investment resources on the least risky location choices. As a result, this expansion process can be slow and tedious, particularly in rural areas.

The incredible amount of funding available over the next few years is changing how ISPs think about this expansion process. As last mile grant programs have gradually reduced matching funds requirements over the past decade, locations that were once less appealing investments have become significantly more attractive. Major middle mile projects, such as California's upcoming open access network, have also reduced the total costs to reach many un- and underserved areas, creating many new deployment opportunities for ISPs that had remained out of reach from lack of adequate backhaul. With so many funded deployments and upgrades soon to change the broadband availability landscape, the threat of new competition will also encourage existing ISPs to plan their own expansions or potentially cede nearby un- and underserved areas to competitors.

Not all new deployments need to be major expansions either. Across Inyo County, there are pockets of un- or underserved locations that are partially surrounded by served areas. The last mile funding programs have recognized this trend across the nation and adapted accordingly, allowing project submissions with smaller areas. In some cases, the FFA's data depicts only 1-2 unserved locations contained in each biddable area (represented as hexbins). The best approach to connect these scattered unserved locations is for the incumbent to be encouraged to serve these addresses. The funding programs also generally allow applicants to include several noncontiguous deployment areas, so these pockets of unserved areas can be combined together or included with a larger nearby expansion plan, preferably by the incumbent for the most efficient use of funding.

**Upgrading existing networks:** Some ISPs have already begun to upgrade older technologies such as DSL that generally cannot achieve the higher broadband speeds demanded by modern households.<sup>94</sup> These upgrades to existing networks are often substantially less costly than new construction by other ISPs. An existing ISP already has a physical presence and infrastructure, has secured many essential rights-of-way, and is familiar with the area's permitting requirements. An upgrading ISP also has an existing customer base and customer support coverage in the area. As grant funding has become more plentiful, ISPs offering older technologies are facing the threat of competitive entry by other ISPs offering fiber. As a result, these ISPs are very interested in obtaining funding and local support to upgrade their networks to maintain their customer bases. This market assessment identifies each ISP offering multiple wireline technologies to encourage discussions that may facilitate these updates and improve services.

**New regional market entry:** While rarer in rural areas, ISPs without a nearby service area can deploy an entirely new network and begin to offer new services in a region. Generally, market entry is based on the perceived return-on-investment (ROI) from the proposed area. An ISP must serve a certain number of households in an area to cover the costs of on-going support efforts. Combined with the other economic challenges of unserved and underserved areas and the competition present in served areas, there are few opportunities for new ISPs to find areas large enough to support new deployments.

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<sup>94</sup> See discussions of the performance limitations of DSL and older fixed wireless systems and of the broadband usage demands of modern households in Section 2.

However, GSCA, in partnership with UTOPIA Fiber, has developed plans for its entry into [xxx] County. This open-access, last mile network will offer choices between different service providers to each connected household and business, introducing high-speed broadband service competition in areas that often have none. This possible entrant could change the region's broadband services market significantly, putting more competitive pressure on existing providers to expand or upgrade their networks before UTOPIA can expand into their areas. Networks owned by public entities like GSCA operate in a non-profit manner, so many of their business decisions can be made with different goals in mind, such as expanded connectivity to areas in need. Public entities also have access to different financing options, such as municipal bonds, and can develop projects in areas where the expected return on investment occurs after twenty years or more, broadening their range of potential service areas. With this example, policymakers should not assume new regional entrants are impossible to attract and should consider this new entrant when developing plans to work with ISPs to improve services in their jurisdictions.

### ■ Mapping Considerations

To identify each ISP's service areas and develop deployment plans utilizing upcoming funding opportunities discussed in Section 6, this broadband market assessment analyzes the most current available broadband data provided by the FCC's Broadband Data Collection (BDC) program and National Broadband Map.<sup>95</sup> Initially released in November 2022, the FCC's National Broadband Map presents BDC availability data that corresponds to location information defined in the National Broadband Location Fabric, ascribing a service status to each individual address considered a Broadband Serviceable Location (BSL).<sup>96</sup> Unfortunately, the address-level information is available via license only, and at the time of this writing, neither Tilson Technology, nor GSFA have been able to obtain a license to use this proprietary data. As a result, many parts of the analysis must then occur on the census block-level, which hinders the identification of unserved locations in partially served census blocks in general maps, a problem that has become more pronounced over the last decade. To alleviate this issue for grant applicants, the NTIA have recently announced that a new tier of license is available to certain entities that must gain access to the address fabric data used by the FCC's BDC program to apply to a grant program.<sup>97</sup>

The CPUC also requests data from service providers for its own mapping program, and the results are also generalized to the census block level, similar to the FCC's previous Form 477 reporting. Of the two maps, the FCC's map was selected as the primary basis for analysis over CPUC's,<sup>98</sup> because it serves as the basis for California's BEAD program planning documents and upcoming grant program and is used as a supplement to the CPUC's own California broadband map. However, conflicts between the two do exist. The CPUC's coverage areas generally overlap with the FCC's BDC data, but the BDC data identifies more census blocks as partially or fully served by fixed wireless and/or wireline services offering at least 25/3 Mbps. As part of the BEAD planning process, the CPUC must reconcile these two data sets and manage a challenge process (discussed more in Section 6.4) to identify where self-reported ISP service claims may not be accurate. As a result, county and local governments reviewing these maps should look closely and identify areas where these service claims are suspect, then challenge them to ensure un- and underserved areas are eligible for grant funding. It's worth noting that county and local governments are among the limited eligible entities allowed to participate in the BEAD challenge process soon to be conducted by the CPUC.

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<sup>95</sup> Federal Communications Commission, "FCC National Broadband Map," updated May 30, 2023, <https://broadbandmap.fcc.gov/data-download/nationwide-data?version=dec2022>.

<sup>96</sup> A broadband serviceable location is a residential or business location where fixed broadband internet access service is or can be installed, as determined by the FCC. <https://www.costquest.com/resources/articles/clarity-on-bdc-challenge-process-and-definition-of-broadband-serviceable-locations/>; see also <https://www.fcc.gov/sites/default/files/bdc-challenge-overview.pdf>.

<sup>97</sup> NTIA, "NTIA Tier D License Request," <https://apps.costquest.com/NTIArequest/>, accessed September 2023.

<sup>98</sup> CPUC, "CPUC Annual Collected Broadband Data," updated April 2023, <https://www.cpuc.ca.gov/industries-and-topics/internet-and-phone/broadband-mapping-program/cpuc-annual-collected-broadband-data>.

When availability information is presented on the census block-level, partially served census blocks cannot be distinguished from fully served ones. There are few sources that can be used to identify unserved locations in more detail to correct this issue. One such source, the CPUC's Federal Funding Account (FFA) program, used a series of very small hexbins to identify areas containing locations that were eligible for funding under its program rules.<sup>99</sup> This data was included in the map above to identify priority areas.

## 4.2 Residential Providers and Service Breakdown

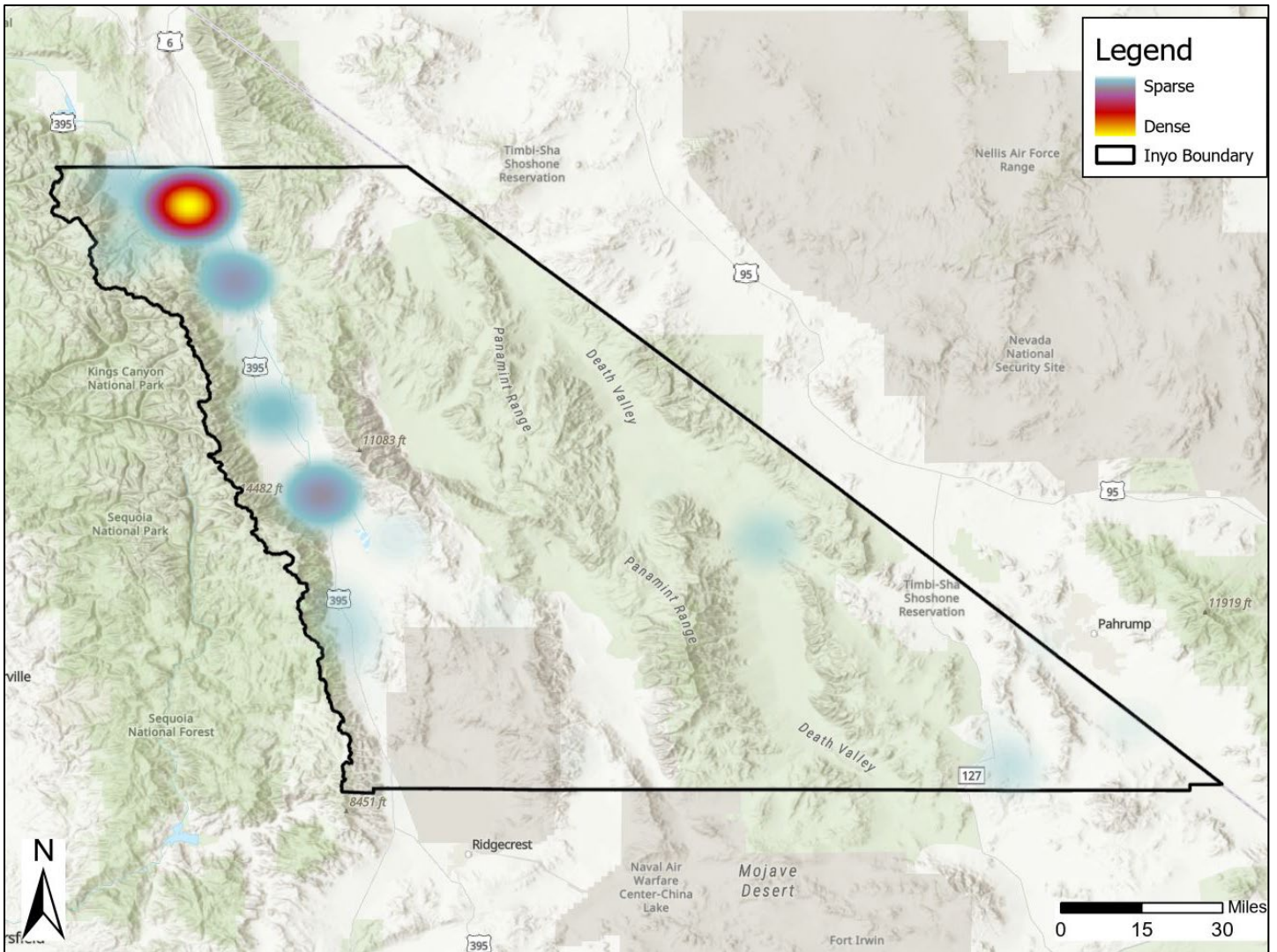
Inyo County, situated in Eastern California, is characterized by its diverse geography, encompassing both deserts and mountains. The county includes a significant portion of Death Valley, one of the hottest and lowest points in North America. To the west, the Sierra Nevada mountain range, including the iconic Mount Whitney, provides a contrast with alpine landscapes and forests. Due to these factors, the population layout of Inyo County is predominantly rural, with small towns and communities scattered along the main valley in the west. Independence, the county seat, is a central point for government activities. Other notable communities include Bishop, Lone Pine, and Big Pine.

In terms of transportation, US 395 is a major north-south highway that runs through the county, connecting it to other parts of California and providing access to the towns along the eastern Sierra. State Route 190 traverses Death Valley, while State Route 168 provides access to Deep Springs Valley in the northeast.

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<sup>99</sup> Hexbins are used in mapping to divide an area into hexagons which join together to completely cover the area in question.

Figure 24: Inyo County Relative Population Density



The following table presents the internet service providers in Inyo County with their available speed offerings and corresponding price ranges (agnostic of technology deployed), as of August 2023:

**Table 15: Inyo County Providers by Technology**

Provider	Dominant Technology	Speed Range	Monthly Recurring Cost	Notes
<b>AT&amp;T Inc</b>	Fiber	300 Mbps - 1Gbps Synch	\$55-80	
<b>FRONTIER</b>	DSL	0.4/0.4Mbps - 115/7Mbps	\$65	
<b>FRONTIER</b>	Fiber	500/500 Mbps - 1/1 Gbps	\$40 - \$60	
<b>Lone Pine Communications</b>	Cable	10/1 Mbps - 500/40 Mbps	\$28 - \$168	
<b>Lone Pine Communications</b>	Fixed Wireless	25/25 Mbps - 75/50 Mbps	\$51 - \$88	
<b>LV.Net</b>	Fixed Wireless	15/2 Mbps - 25/5 Mbps	\$80 - \$125	
<b>Optimum</b>	Cable	300 Mbps - 1 Gbps+	\$35 - \$265	
<b>SBC-Wireless</b>	Fixed Wireless	45/15 Mbps - 85/30 Mbps	\$70 - \$160	
<b>T-Mobile US</b>	Fixed Wireless	245 Mbps	\$50	
<b>Valley Communications</b>	Fixed Wireless	40/10 Mbps	\$55 - \$75	Price Depends on Service Area
<b>VERIZON</b>	Fixed Wireless	300 Mbps - 1 Gbps	\$25 - \$65	

■ **Wireline Broadband Availability**

Broadband service over fiber or cable offers a significantly greater maximum bandwidth capacity for users throughout an area than competing technologies. Without the spectrum limitations of wireless systems, more users can access the internet simultaneously, without much concern for peak demand hours or the need to meter the amount of data used per month. Wireline services also are more resilient to environmental conditions and weather, making them more reliable, and they tend to be substantially less expensive to maintain once installed. Fiber, and to a lesser extent, cable systems (hybrid fiber-coaxial cable, with the cable portion moved deeper into neighborhoods) can also be upgraded to handle even higher speeds and more overall capacity as the electronics enabling each technology continue to improve.

In the table below, the availability of each wireline technology is presented at three key speeds: 25/3 Mbps, 100/20 Mbps, and 250/25 Mbps. The first two speeds are based on the FCC’s 2016 definition of broadband and the more modern understanding of what households now need to enjoy the current range of telecommuting, remote learning, telehealth, and online communications activities. The highest speed presented, 250/25 Mbps, offers an adequate glimpse into the availability of services that can meet the higher demands of e-commerce, video-based content creators and editors, heavy online database users, or simply households with several online-savvy family members. Wireline technologies that can achieve these speeds generally offer downloads of up to 1 Gbps and either currently offer or may be upgraded to upload speeds of 500 Mbps or

more. By presenting the availability of these technologies across these three key speed points, the data also reflects the extent to which cable and fiber systems have been adequately upgraded, while contrasting them against the level of performance upgrades that competing DSL technologies have received as well.

**Table 16: Wireline Service Availability in Inyo County**

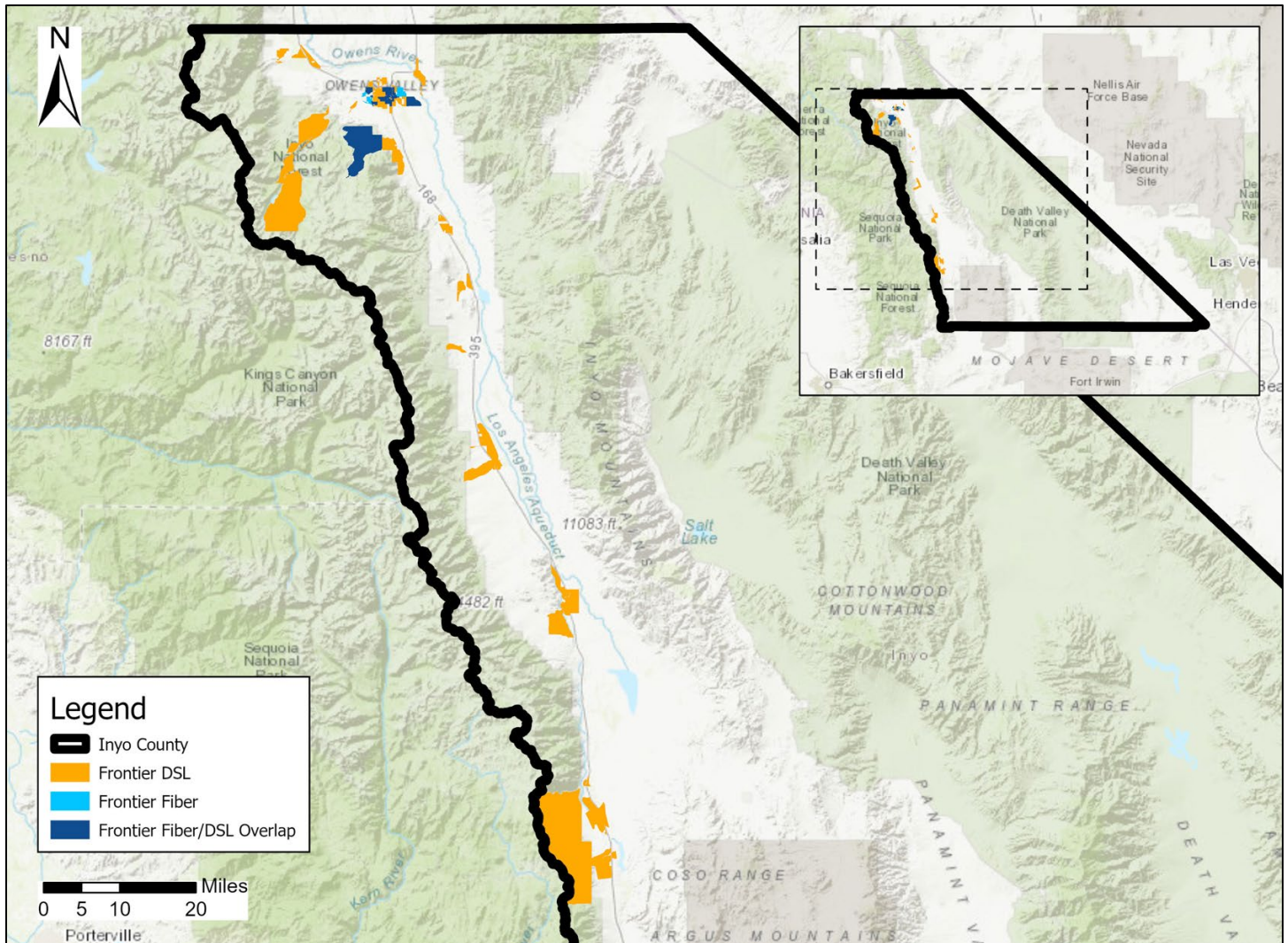
Households (HHs) – 9,468 Total	25/3 Mbps	100/20 Mbps	250/25 Mbps
<b>HHs served by any technology</b>	67.9% (6,433)	19.6% (1,854)	14.6% (1,380)
<b>HHs served by any wireline technology</b>	63.0% (5,964)	16.0% (1,515)	14.6% (1,380)
<b>HHs served by only fixed wireless at speed</b>	5.0% (469)	3.6% (339)	0%
➤ <b>Fiber</b>	10.8% (1,024)	10.8% (1,024)	10.8% (1,024)
➤ <b>Cable</b>	59.3% (5,615)	3.8% (355)	3.8% (355)
➤ <b>DSL</b>	8.0% (757)	1.6% (148)	0%
➤ <b>High-speed option (Fiber and/or Cable)</b>	59.9% (5,667)	14.6% (1,380)	14.6% (1,380)
➤ <b>DSL as only wireline option</b>	3.1% (297)	1.4% (134)	0%

All of the fiber of ISPs in this region have been fully upgraded to offer at least 250/25 Mbps. In contrast, most cable is not capable of delivering even 100/20 Mbps, and most DSL cannot deliver even 25/3 Mbps, despite reaching 2,723 (or 28.8 percent) of households.

The map below shows Frontier’s service availability by census block. Frontier offers fiber services to 1,167 locations in Bishop, in northwestern Inyo County, and DSL to 2,314 locations near the western border and along US 395 in the Big Pine, Fish Springs, Independence, Lone Pine, Olancha, and Haiwee areas. Frontier is the dominant wireline provider in this part of the county. Frontier competes with AT&T, Optimum, and Lone Pine Communications in different portions of its service area. Frontier is also the only wireline provider with a presence in Fish Springs, Aberdeen, and Olancha.



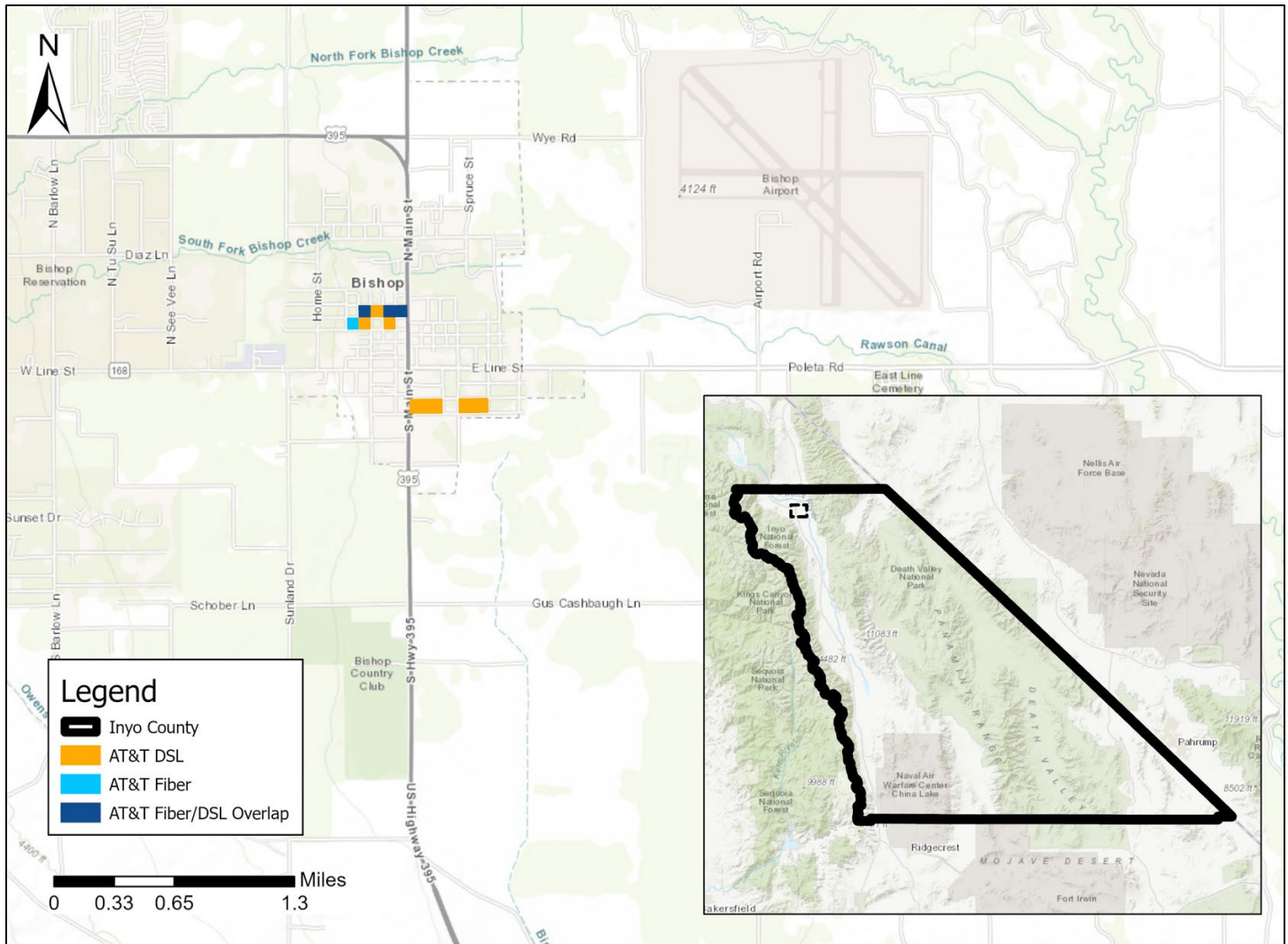
Figure 25: Frontier Service Availability by Technology



Frontier is pursuing funding opportunities more aggressively than other providers that serve Inyo County, submitting three applications to the most recent FFA funding cycle for projects within the county. These project areas propose to serve Aspendell in the northwestern corner of the county, west of Lone Pine, and through Lone Pine itself. If Frontier’s Inyo-exclusive projects are awarded, an additional 706 locations in these areas will have access to the provider’s fiber service.

Frontier is also in one of the best positions to reach areas in the western portion of the county that appear eligible for the BEAD program, such as in and around Olancho, Alabama Hills, Lone Pine. Additionally, if Frontier’s FFA application to serve Aspendell or Lone Pine are not selected for award, this area will remain eligible for the BEAD program.

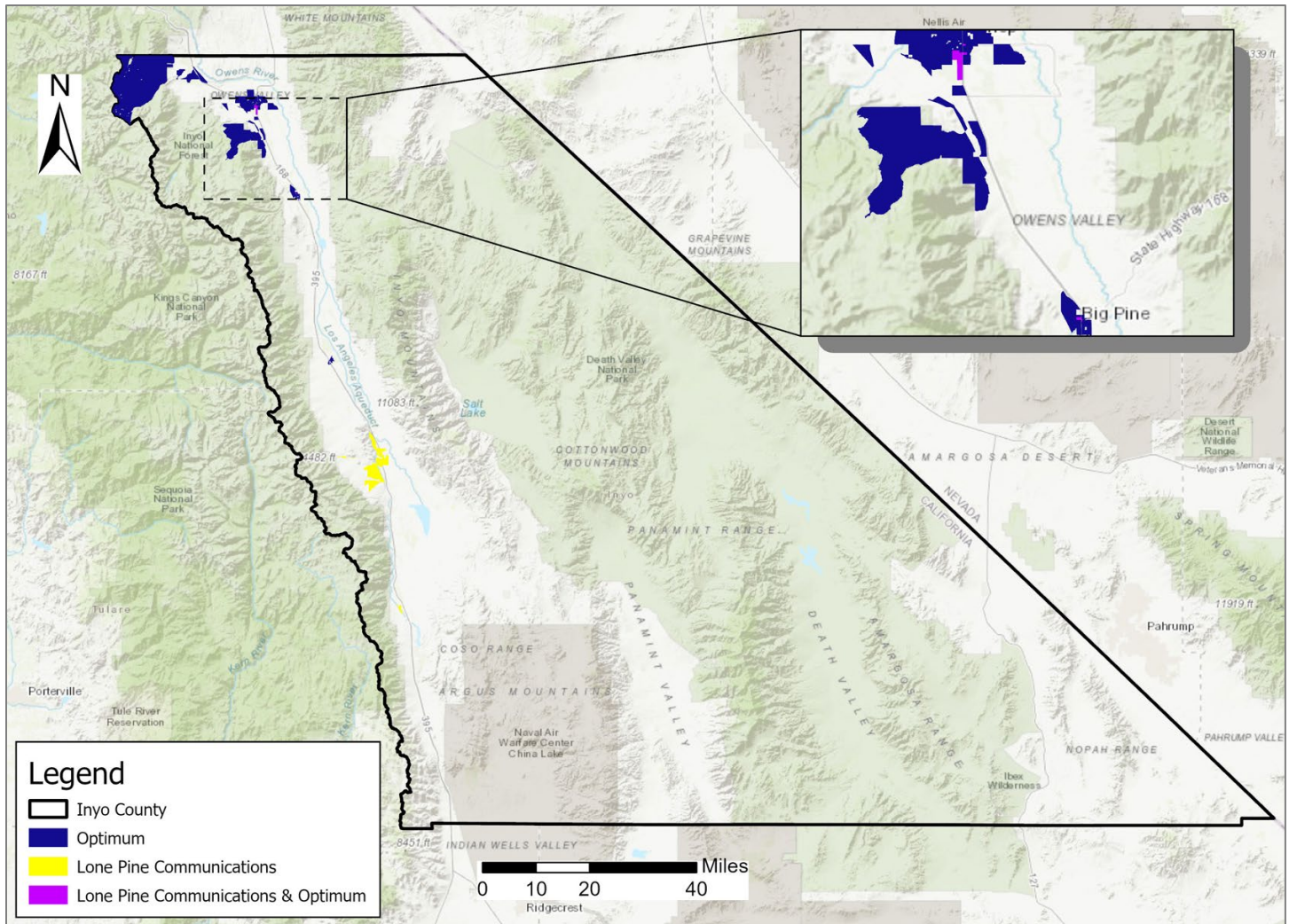
Figure 26: AT&T Service Availability by Technology



While AT&T is said to provide telephone service in the southeastern part of the County, including in Tecopa, Shoshone, and Furnace Creek, their reported broadband service area is much smaller. Both AT&T’s fiber and DSL service areas are limited to a few census blocks in Bishop, in northwestern Inyo County. AT&T’s fiber is available to just six locations in Bishop, while the provider’s DSL network reaches 11. In most other counties included in this study, AT&T applied to the FFA program to install fiber in and beyond the provider’s existing service areas. Inyo County is a notable exception to this trend, with only Frontier applying to this funding opportunity. While AT&T is not currently proposing projects in Inyo County, the provider is typically engaged, appears to stay abreast of relevant funding opportunities, and may be developing projects for future applications to the upcoming BEAD program. AT&T could consider reaching locations near Aspendell in the northwestern corner of the county that appear eligible for BEAD funding if Frontier’s application to the FFA program to serve this area is not selected for award. While not directly adjacent to AT&T’s existing service area, such a project could serve as AT&T’s main entry into Inyo’s residential internet market.



Figure 27: Cable Service Availability by Technology



Both Optimum and Lone Pine Communications offer cable service in some areas of Inyo County. Optimum claims to reach 5,077 locations in north Inyo, including Big Pine, Independence, Bishop, Rovana, and Mount Morgan. Lone Pine Communications, on the other hand, offers cable services to just 370 households in Lone Pine, the provider’s namesake, and once census block in south Bishop.

Both providers could consider upgrading the speeds their networks deliver to end-users by purchasing more bandwidth from transport service providers introduced through the state’s planned middle mile network along US 395. These services will likely be less costly than the transport options currently available, as the state’s middle mile network introduces greater competition into the market. However, the speeds each provider is able to deliver are also limited by the cable technology each uses. Upgrading to DOCSIS 3.1, or 4.0, where feasible, should be encouraged if not already in use. The state middle mile network will also bring substantially more backhaul capacity into their service areas, so if backhaul limitations were one of the reasons the networks had not yet been upgraded, these ISPs will finally have the opportunity to bring high-speed broadband services to their customers.

While the BEAD program heavily favors projects that will deploy fiber, Optimum or Frontier could consider pivoting to this technology in the county.<sup>100</sup> If the providers pursue this opportunity, Lone Pine Communications’ existing service footprint contains BEAD-eligible areas, suggesting that the provider’s cable may not serve all addresses within these census blocks. Lone Pine Communications could consider applying to the BEAD program for support to reach these locations, though the provider may have to cultivate internal capacity to deploy and offer fiber services if it is to pursue this route. Similarly, Optimum could consider applying to BEAD to reach locations near Aspendell in the northwestern corner of the county. However, both areas will only remain eligible for the program if Frontier’s applications to the FFA do not receive an award.

■ **Fixed Wireless Availability**

In those areas not covered by fiber, cable, or DSL, fixed wireless services have offered a vital source of connectivity to a reported 469 households and a competitive option to even more. Indeed, with wireless speeds of at least 100/20 Mbps offered to 5.1 percent of the county, fixed wireless services are currently reported to be the only source of broadband at those speeds for 339 households. The table below identifies the portion of households across Inyo County receiving fixed wireless services at three key speeds.<sup>101</sup>

**Table 17: Fixed Wireless Service Availability in Inyo County**

Households (HHs) – 9,468 Total	25/3 Mbps	50/5 Mbps	100/20 Mbps
<b>HHs served by any tech</b>	67.9% (6,433)	65.1% (6,167)	19.6% (1,854)
<b>HHs served by fixed wireless</b>	11.9% (1,125)	5.1% (482)	5.1% (479)
<b>HHs served by only fixed wireless at speed</b>	5.0% (469)	2.8% (264)	3.6% (339)

While this coverage has likely been a vital lifeline for those who use it, it does mean that locations served by wireless services at speeds of 100/20 Mbps are not eligible for BEAD funding. Similarly, areas served by only fixed wireless at speeds between 25/3 Mbps and 100/20 Mbps will be considered underserved, placing them after the unserved areas in terms of the program’s priorities. As a result, locations served by only fixed wireless at these speeds will likely remain in need of wireline solutions to achieve higher service speeds now available to a vast majority of Californians.<sup>102</sup>

The map below shows census blocks that fixed wireless providers claim to cover. If locations are not in fact served by these fixed wireless services, they should be among the most important places to participate in the various challenge processes discussed in subsection 6.4. Fixed wireless service areas are somewhat difficult to predict and model with certainty, so wireless ISPs can sometimes report that services are available to locations when the local geography hinders connectivity. These errors can prevent locations in need of broadband funding from being eligible for it, so the challenge processes play an important role to ensure that fixed wireless service areas are correctly understood by the CPUC and FCC.

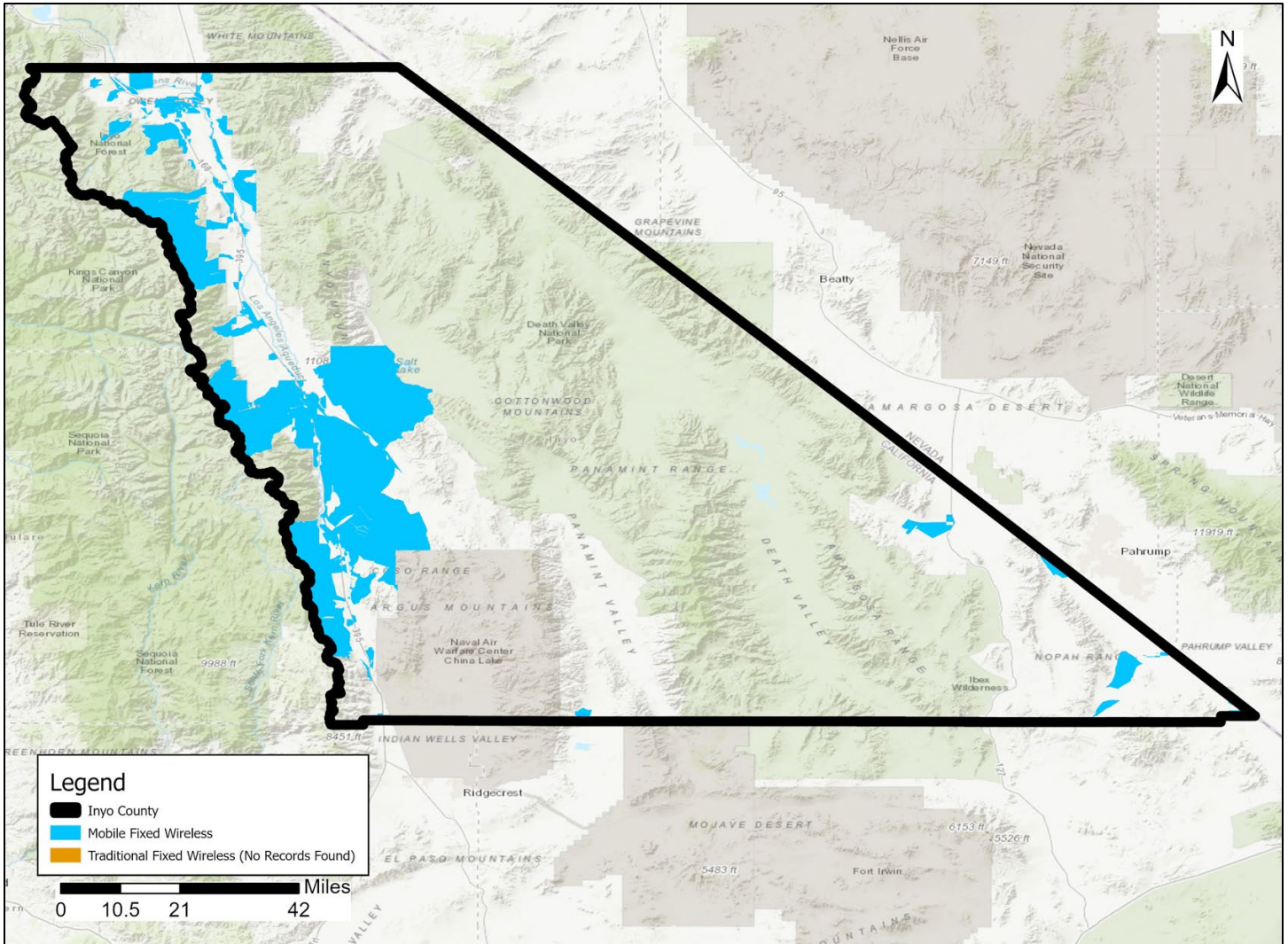
<sup>100</sup> Optimum claims to provide fiber in certain areas, but Lone Pine exclusively offers cable. Procedurally, the BEAD program does allow a non-fiber project to be funded if the location in need does not receive any fiber deployment proposals, so they may participate in later BEAD application rounds in some instances.

<sup>101</sup> Note that the FCC data and some service maps will express service coverage at lower speeds than the FCC’s current minimum definition of broadband. For example, the FCC reports that 69.8 percent of households can receive at least some fixed wireless signal, and 11.9 percent can receive services achieving at least 10/1 Mbps.

<sup>102</sup> The FCC data contains nearly no claims of fixed wireless services offering speeds of 250/25 Mbps, which is the next speed tier tracked by their data.



Figure 28: Fixed and Mobile Wireless Deployments



The above map reflects the reporting that 69.8 percent or 6,605 households are served by some form of fixed wireless. As the information in the table above shows, there are pockets of the county where fixed wireless service can achieve speeds over 100/20 Mbps as well. However, similar to DSL, these technologies struggle to offer any faster speeds in a cost-effective manner, generally either requiring 5G transmitters connected to fiber routes to be placed close to home users or significant spectrum allocations per user that limit the number of possible users.

Mobile service providers such as AT&T, Verizon, and T-Mobile can now use their wireless facilities to offer dedicated home broadband services that compete with the traditional fixed wireless companies, a strategy now reflected in the FCC data. Unfortunately, just like the traditional wireless service areas, these mobile fixed service areas can be considered “served” under the rules of some of the grant programs, so they may not be eligible for BEAD and other wireline network deployment funding opportunities.

## 4.3 ISP Survey Review

*For context about the methodology of the survey, see Section 3. For a full list of the survey results, see Appendix A.*

### **Internet Service Provider Survey Findings - Summary**

Out of all 88 providers contacted, there were only 12 responses in total. The majority (10) were fixed wireless providers, with 4 fiber, 2 cable, 1 copper. Many of these companies provide additional services, such as Voice-over-IP phone services, colocation, IP video, and many other managed connectivity-based services. Many seek to expand their service area, but most notably, 3 fixed wireless providers aim to expand their offerings into the fiber market.

The majority of these respondents have not been awarded grant funding, and do not expect to receive any. There are 2 companies that have active applications in for California Advanced Services Fund (CASF) areas and a USDA Community Connect grant, but those are still in progress. All but one have stated that they are willing to work with local, state, and federal entities to develop more infrastructure. The most common barriers to expansion that they have identified are the lack of middle mile fiber available, funding, difficulties permitting new towers or obtaining space on existing towers, and geographic barriers. Build cost and supply chain issues were stated to be additional difficulties faced by these respondents, with a common thread being prohibitive ROI for rural deployments.

When asked about current partnerships, there were varying degrees of activity, with some having unofficial, working relationships with school boards, housing authorities, and other government utility organizations, but the remaining claiming that they have not had a suitable opportunity, have not been approached, or prefer not to because it allows them to deploy faster without having to provide a cost share model. Regardless, all have answered yes to being interested in partnering financially with state, county, and federal organizations.

### **Internet Service Provider Survey Findings – County Specific**

For Inyo County, in total there were four active ISP respondents to our ESRI 123 ISP survey.

#### **1. Lone Pine Communications**

##### **1. LV.Net**

##### **2. Succeed.Net**

##### **3. Valley Internet**

**Table 18: ISP Survey Results (Toughest aspects of rural deployment)**

Response	Count	Percentage
<b>Permitting-Municipal</b>	1	25%
<b>Permitting-County</b>	3	75%
<b>Permitting-State</b>	0	0%
<b>Prohibitive build cost</b>	3	75%
<b>Lack of access to middle mile infrastructure</b>	1	25%
<b>Supply chain issues</b>	1	25%
<b>Skilled labor</b>	1	25%
<b>Maintaining affordability to the consumers</b>	2	50%
<b>Other</b>	0	0%

SECTION

# 05

**ASSET INVENTORY AND  
GAP ANALYSIS**

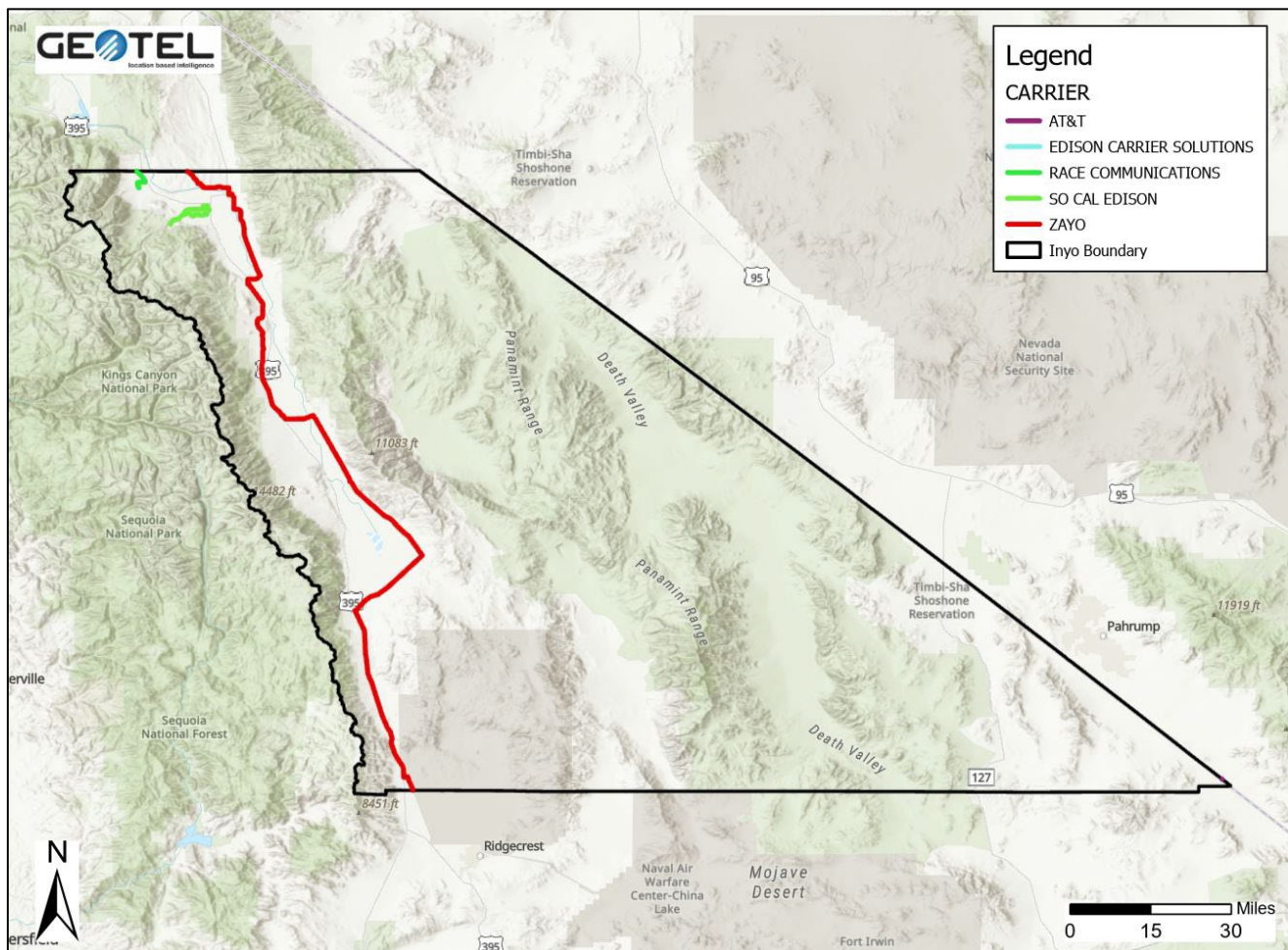


This section explores the currently available broadband infrastructure within Inyo County, including public assets that could potentially be leveraged for expansion. It also provides a gap analysis to highlight areas of need currently lacking sufficient connectivity. This inventory of existing infrastructure assets serves as the foundation upon which any broadband expansion initiatives can be built. In turn, the gap analysis will help identify the disparities between current infrastructure and the broadband connectivity goals recommended here, providing valuable insights into the steps required to bridge these gaps and pave the way for enhanced digital connectivity and economic growth. GIS layers depicted in this section are packaged as an additional deliverable together with this document, in order to empower the county with data that can be used for decision making when prioritizing areas for grant-funded deployments through cooperation or partnerships with ISPs.

## 5.1 Middle-Mile Fiber Route Inventory

Middle mile fiber infrastructure provides high-capacity bandwidth and data communications from an aggregation point, such as a central office or cable headend, to a fiber point-of-presence (PoP). Access to adequate middle mile infrastructure is a major determinant of the feasibility of last mile broadband infrastructure projects and the basis from which wireline and fixed wireless services are offered to customers.

Figure 29: County Middle-Mile Carriers



This preceding map depicts the carriers who have middle-mile infrastructure in Inyo County. The listed carriers are as follows: Allstream, AT&T, Edison Carrier Solutions, Race Communications and Zayo. These fiber-optic carriers do not publish, report, or make their routes available publicly, so information about the routes was acquired from GeoTel, a geospatial data provider that continually updates its database of middle mile carrier routes. The data provides a limited number of details, such as whether the fiber is “off-road”, “on-road”, or running concurrently with a “railroad.” These designations roughly approximate which routes are aerial or in rights-of-way but are not conclusive in some cases.

Middle mile fiber deployments run through main city centers, towns, and unincorporated communities. Overlaid on the population density heatmap, the routes hit every noticeable pocket. Rural last mile networks deployed to reach unserved broadband-serviceable locations (BSLs) may be able to interconnect with these middle mile fiber routes, providing the ability to scale up service offerings over time as household bandwidth demands continue to increase. However, existing middle mile fiber is not always accessible for interconnection at a location convenient for a last mile network.

The following table shows the middle mile carriers that provide dark fiber and datacenter/colocation services, which will allow for providers to weigh their backbone connectivity options when expanding into un- and underserved areas.

**Table 19: Middle-Mile Carrier Service Offerings**

Carrier	Dark Fiber	Data Center and Colocation
<b>AT&amp;T</b>	NO	YES
<b>Edison Carrier Solutions</b>	YES	YES
<b>Race Communications</b>	NO	YES
<b>Zayo</b>	YES	YES

Dark fiber allows carriers to light and manage their own infrastructure at a fixed cost, being responsible for the equipment cost themselves. Dark fiber allows the carrier to scale up with their demand requirements through their own upgrades, compared with having to buy more bandwidth from their provider. This option might be more expensive for smaller businesses but is a better choice for carriers who need full control of their own network, have operation and management capabilities, and foresee that they will be using the infrastructure for the long-term, allowing them to lock into an Indefeasible Right of Use (IRU) contract to secure access to that dark fiber for 5, 10, or 20 years or more.

Data center connectivity, and by extension, collocation, can also provide advantages to providers and business alike. Carriers can lease space in data centers to house their electronics connecting this leased dark fiber, avoiding the need to have their own real estate to host servers and ensure reliability through backup power and redundancy. This type of connection also can provide the ability to collocate with other providers in an Internet Exchange Point (IXP), which allows for ‘peering’ with other networks, reducing latency by keeping internet originating traffic as local and redundant as geographically possible<sup>103</sup> This geographical redundancy enhances the resilience of the network, ensuring that users experience consistent and reliable internet services. Moreover, data center collocation extends additional advantages to businesses, enabling them to leverage data center facilities to host their critical infrastructure, benefiting from the same secure, scalable, and well-connected

<sup>103</sup> Netrality, "Internet Exchanges: The Glue That Holds the Internet Together," <https://netrality.com/data-centers/internet-exchanges-the-glue-that-holds-the-internet-together/>, accessed September 2023.



environment. As a result, they can focus their resources on core operations, while the data center experts handle the complexities of infrastructure management, security, and compliance.

In essence, data center connectivity and colocation services create a symbiotic relationship that bolsters the performance and reach of carriers while providing a solid foundation for businesses to thrive and scale up as required. Together, they form a critical part of the strategy required for both carriers and business to expand their enterprises.

## 5.2 Additional Inventory of County Assets

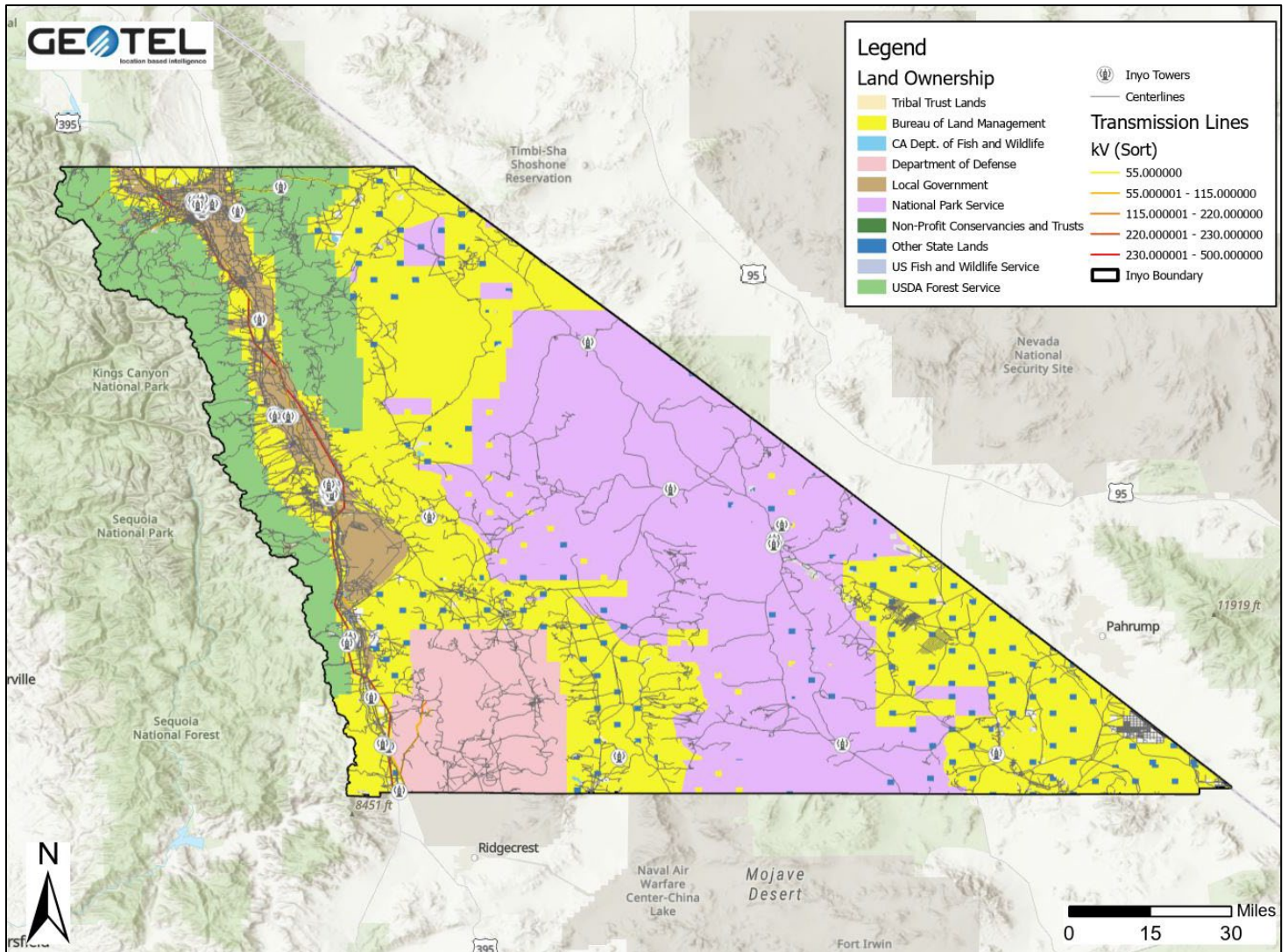
To expand broadband services efficiently, ISPs must collaborate with local authorities to access and utilize publicly owned resources that may either be essential to the deployment or significantly reduce deployment costs. Local governments can use their assets to encourage interested ISPs to work with them, serving as a basis to develop coordination agreements or partnerships that will allow the municipality to influence the deployment area and other factors.

The following map is a starting point for municipalities to create inventories of available assets, establish processes to lease them to ISPs, and develop asset access agreements. ISPs can lease assets used for co-locating or installing various broadband-related infrastructure components such as antennas, towers, buildings, and substations, underground conduits, fiber optics, spectrum resources and land and space resources such as public rights-of-way and land parcels. ISPs that would benefit from access to several of these asset categories may also be very interested in a partnership, which will improve coordination further and enhance the availability of cutting-edge broadband infrastructure and services across the region, benefiting households, enterprises, agriculture, and industry.

To plan deployments in areas of need, ISPs and municipalities must consider land ownership, registered towers, and electric transmission lines. Utilizing existing towers can facilitate cost-effective co-location of fixed and mobile broadband equipment, enabling last mile wireless service or providing backhaul to remote locations and facilitating nearby wireline deployments. In cases where no nearby towers are available, ISPs can consider constructing a new tower on publicly owned city or county land, preferably within the footprint of an energy utility. Locations near transmission lines and substations can make more appealing development locations, offering a clear party to contract with and often power for broadband huts or nodes.

An inventory of towers and available space can also assist fixed wireless partnerships, which will be crucial to serve the most remote locations in the county. Free tools, such as Cambium LinkPlanner, can show tower path quality by using LiDAR data depicting potential obstructions between two points or modeling non-line-of-sight (LoS) deployments using the CBRS spectrum. These materials are made available in the additional GIS deliverables, with key details presented below.

Figure 30: Assets to Leverage for Infrastructure Deployments (Depiction of contents of GIS Package)



New broadband infrastructure must be designed with a forward-looking approach, capable of accommodating the expected growth in demand in the targeted areas. Shared infrastructure solutions should be explored to reduce costs and better leverage resources. For example, Section 7 explores the ‘dig-once’ coordination efforts Caltrans introduced with traffic projects that can enable opportunities to lay conduit concurrently, saving time and resources in the case of future expansion.

### 5.2.1 CALTRANS Alignment and Golden State Net Middle Mile Project

As mandated by California Assembly Bill 1549 (2016)<sup>104</sup> the California Department of Transportation (Caltrans) was tasked to inform broadband deployment organizations about transportation projects suitable for broadband installation through its website. This notification occurs during the planning phase of specific highway construction projects led by Caltrans, who

<sup>104</sup>California Assembly Bill AB-1549," California State Legislature, [http://www.leginfo.ca.gov/pub/15-16/bill/asm/ab\\_1501-1550/ab\\_1549\\_bill\\_20160630\\_amended\\_sen\\_v93.htm](http://www.leginfo.ca.gov/pub/15-16/bill/asm/ab_1501-1550/ab_1549_bill_20160630_amended_sen_v93.htm), Section 1, subsec. C (accessed September 2023).

regularly update their website with GIS layers of active, planned, and completed road projects of all types. Upon receiving notification from Caltrans, broadband deployment organizations can partner with Caltrans to incorporate the installation of broadband conduit into the project, if the project type aligns with this type of work.

Since this legislation was initially passed, Caltrans has made great strides working in conjunction with Golden State Net (GSN) to use these priority corridors in the deployment of a state-wide middle mile network.<sup>105</sup> In July of 2021, the California State Legislature passed Senate Bill 156, which allocated \$3.25 billion toward the construction of an open access middle mile network that would provide many areas without adequate access to essential middle mile with the connectivity they need to build or expand networks to unserved and underserved communities.<sup>106</sup> California has a robust state-wide research and education middle mile network known as CalREN, provided by the Corporation for Education Network Initiatives in California (CENIC). This organization formed GSN, which California Department of Technology (CDT) approved to be the third-party administrator for the open access middle mile network created by SB 156.<sup>107</sup> On June 30, 2023, NTIA announced that CDT and, by extension, GSN, were awarded a further \$73 million from the NTIA's middle mile grant program to fund construction activities for the proposed state-wide network and run 288-count fiber across California.<sup>108</sup>

The middle mile network comes together from a patchwork of different approaches. Many of the routes through the Sacramento Valley are leased from existing providers, while the portion of I-5 from Alpine to Los Angeles was purchased outright. The remaining routes are categorized as joint builds, and many of the spokes placed to provide service to un- and underserved communities will be new construction from GSN. The open access nature of this infrastructure can make it appealing for new providers, facilitating entry into existing markets to directly compete with or outperform incumbents.

For any routes not captured by this project, or even small laterals that would be required in Inyo County to reach remote locations, AB 1549 also addresses guidelines to streamline the process of installing broadband conduit through these proposed project ROWs. According to these guidelines, broadband stakeholders have two approaches:<sup>109</sup>

- **Stand-alone Encroachment Permit Project:** This option is suitable for broadband deployment entities that prefer to independently manage the planning, design, and installation of their conduit, utilizing contractors of their choice.
- **Planned Transportation Partnering Project:** For broadband deployment entities desiring closer cooperation with Caltrans throughout the planning, design, and installation phases of the conduit, they can opt for a planned transportation partnering project.

In both scenarios, broadband stakeholders must obtain encroachment permits before proceeding with the installation of broadband conduits. This strategy can be used by providers to expand their service into available parts of the county.

To keep up with Caltrans project progress updates, follow this link to the CA.gov website: <https://dot.ca.gov/programs/asset-management/caltrans-project-portal>.

For updates on the Middle Mile Broadband Initiative, visit this link: <https://site-cammbi.hub.arcgis.com/pages/statewide-middle-mile-network-map>

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<sup>105</sup> "GSN Statewide System Level Design," California Department of Technology, <https://cdt.ca.gov/wp-content/uploads/2022/04/GSN-Statewide-System-Level-Design-04222022.pdf> (accessed September 2023).

<sup>106</sup> California SB 156 (2021-2022 Regular Session), [https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill\\_id=202120220SB156](https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202120220SB156).

<sup>107</sup> Golden State Net, "About CENIC California Middle Mile Broadband Initiative, LLC dba GOLDENSTATENET," <https://goldenstatenet.org/about>, accessed October 2023.

<sup>108</sup> California Department of Technology, "California Department of Technology Secures \$73 Million Grant for Middle mile Broadband Initiative," June 30, 2023, <https://techblog.cdt.ca.gov/2023/06/california-department-of-technology-secures-73-million-grant-for-middle-mile-broadband-initiative/>.

<sup>109</sup> California Department of Transportation, "Encroachment Permits Application Guide Utility Booklet," section 603.2A-1 (Wired Broadband Facility Installation Processes), revised July 2022, <https://dot.ca.gov/-/media/dot-media/programs/traffic-operations/documents/encroachment-permits/chapter-6-ada-a11y.pdf>.

## 5.3 Broadband Gap Analysis

The purpose of this section is to detail the areas of Inyo County in need of strategies to address lack of high-speed broadband access.

### 5.3.1 Discussion of County Network Design Process and Expansion Considerations

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This study was requested by the Golden State Financing Authority (GSFA) and is accompanied by a parallel effort by Tilson with the Golden State Connect Authority (GSCA), both under the umbrella of the Rural County Representatives of California (RCRC). Under this initiative, a number of RCRC counties received strategic plans and high-level designs for robust fiber networks for various jurisdictions under RCRC that were awarded a LATA (Local Agency Technical Assistance) grant. Tilson was directed to collaborate with UTOPIA (Utah Telecommunication Open Infrastructure Agency), acting as the engineering manager, to guide Tilson with engineering standards and cost estimate assumptions. Tilson was provided various engineering deliverables, such as a conceptual network design, a subsequent refined high-level design, and a limited low-level design, with the end goal of creating shovel-ready network designs. These three key deliverables are intended to identify and estimate constructable project areas that maximize various funding opportunities available now and in the future.

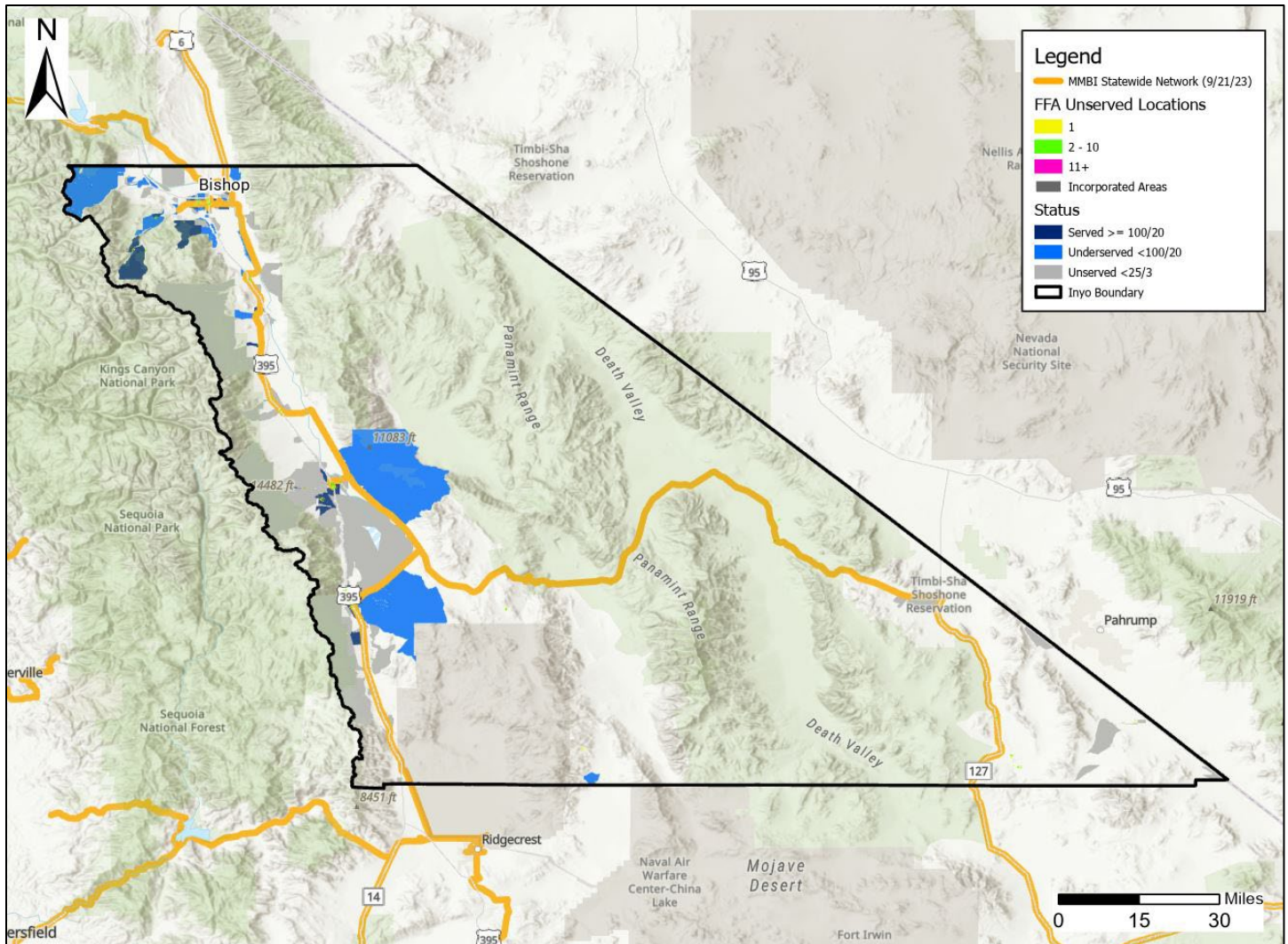
#### ■ Conceptual Network Design

The conceptual design (CD) is an all-encompassing network design that provides connectivity to every household within the LATA awardee's unincorporated jurisdiction, with the exclusion of incorporated cities (unless otherwise specified). Using publicly available address and road databases, Tilson created serviceable address lists for all counties to use as inputs for the automated fiber design software, Biarri FOND. This program enables Tilson's engineering team to customize and optimize wireline broadband network designs by using the centerline layer and address point layer to run a network analysis and generate complete fiber designs using a set of parameters and requirements. For this specific program, UTOPIA dictated that the designs would be based on an Active Ethernet deployment that terminates a fiber cable to the end premise, offering a 'best-case scenario' in terms of deployable speed compared to a PON architecture. Tilson designed around this parameter as specified by UTOPIA and developed a bill of materials (BOM) from FOND's proposed designs and engineers' reviews and manual adjustments. After producing these designs, Tilson engineers perform a high-level quality check (QC) of the network design as well. Following design completion, the engineers passed along the BOM to a financial analyst who integrates it into a financial model to produce build cost projections. The build cost projections include a breakdown of the entire network infrastructure build and key evaluation metrics, such as the cost per mile and cost per passing. The results of this work product are a conceptual network design and high-level build cost projections to every unincorporated serviceable location across the county.

The design documents have been made available to the GSFA, and municipalities are encouraged to work with it and the GSCA to develop additional deployment plans and partnerships.



Figure 31: FFA-Eligible Locations and GSN/CDT State Middle Mile



Unserved areas are color-coded to reflect the number of eligible locations in that area. Points containing two to ten FFA eligible unserved locations are green; areas with more than 11 are magenta, and areas with only one FFA unserved passing are yellow. The former illustrates clusters for more concentrated areas that can be appealing to ISPs for completely new expansion, while the latter shows both remote passings that require long drops, low density passings, or potentially BDC mapping errors.

Additionally, because two serviceability datasets are presented here, different information can be gleaned from their combinations. Primarily, the FFA points may highlight partially unserved census blocks, illustrating the tendency for census block-level reporting to obfuscate these individual locations. When high density FFA-eligible clusters are found in areas in lighter blue shade (designated "Served < 100/20"), the area is likely to rely primarily on fixed wireless service or legacy cable infrastructure. In the dark blue, "Served >= 100/20" areas can also be subject to these technologies but at a higher service standard, due to their proximity to PoPs, suffering from overstating of speeds from wireless providers, or cherry picking from cable operators. The latter is well poised for incumbent expansion, especially with access to the new state middle mile routes. The limitations of both of these technologies, discussed in Section 2, make these dense clusters into prime targets for modern wireline infrastructure deployments.

Priority areas should have high middle mile traffic and close proximity to central offices, lit equipment, and in most cases, adequate service offerings such as fiber access, so the strategy to reach dense unserved pockets in these cases revolves

around addressing *islanding*, where unserved locations are surrounded by otherwise served locations. In most of these instances, partnerships and subsidies should typically be sought to alleviate these issues via the incumbents' service. Frontier is the prime candidate to adopt this approach due to their fiber presence and DSL network that is near planned state middle mile, especially in the areas of Big Pine, Lone Pine, Fish Springs, and Olancho. Additionally, middle mile fiber will have to be run to Aspendell in the West, being the densest area in Inyo in need of any modern wireline. The cable providers Lone Pine Communications and Optimum should also consider leveraging these new facilities and looking for subsidies to expand their network to the areas in and around Bishop that still need service. Frontier is the prime candidate for this expansion with the biggest reach in Inyo, and active FFA applications to accomplish just that.

The middle mile can enable existing companies to expand, as well as enabling new market entrants to introduce infrastructure in these markets much more cheaply. Areas close to this planned middle mile such as Park Village and Indian Village in Death Valley, or Tecopa, are well poised for this style of expansion.

Fixed wireless is the remaining technology in the county and can be used to address any areas that are low-density outliers. Thanks to the state middle mile, these existing systems can benefit from a fiber PoP at the tower site to enable much greater speeds than previously seen. To serve the pocket of unserved in Homewood Canyon, an ISP will have to construct approximately 25 miles of fiber down Trona Wildrose Road. This effort may require collaboration between Kern and Inyo Counties. Otherwise, a fixed wireless deployment would create significant cost-avoidance to this approach.

Through looking at the asset inventory layer, there does seem to be potential opportunity in the availability of land publicly owned by the Bureau of Land Management (BLM), who have expressed interest in making their managed lands available for the purposes of broadband expansion. Through the use of repeater sites that are close to the middle mile, fixed wireless service could be modernized through the use of clever repeater site deployments by way of navigating the elevation changes.

Ultimately, expansions will be strategic decisions based on the identified needs of Inyo County, the funding opportunities for unserved and underserved locations, improved access to middle mile infrastructure, and each ISP's willingness to build in these areas. However, there is a fundamental tension at the core of this decision-making. Should the expansion strategy focus on achieving fiber connectivity to even the most remote locations, essentially focusing on near universal high-speed wireline connectivity as the region's long-term "endgame," or should developers simply focus on the "low-hanging fruit," performing the least costly upgrades and expansions to the most locations as quickly as possible?

This tension is reflected in several questions of priority. Should remote areas with the greatest need be targeted, or should clusters near new middle mile routes be prioritized because they will be less costly to connect? Does fixed wireless sufficiently solve remote locations' connectivity problems enough to shift focus toward upgrading more underserved locations to fiber, or should more costly wireline expansions to remote locations unserved by wireline still be prioritized, despite having access to fixed wireless services exceeding minimum broadband speed standards? All of these options have their merit. However, when examining the tradeoffs between these different strategies, funding opportunities will largely determine where providers, both new and existing, will focus their efforts.

And with each opportunity having their own guidelines, standards, limitations, and considerations, a firm understanding of the nuances of each is required to plan accordingly. Section 6 dives into these existing and upcoming funding programs in detail.



SECTION

06

**BROADBAND FUNDING STRATEGIES**

California's broadband funding landscape has improved dramatically since 2020, providing an unprecedented amount of funding to finally connect California's most remote or challenging unserved and underserved areas. Over the next few years, the California Public Utilities Commission (CPUC) will award approximately \$4 billion to support broadband projects to connect households and businesses that lack access to reliable services offering speeds of at least 25/3 Mbps.<sup>110</sup> Combined with additional federal broadband funding opportunities, California counties and municipalities now have access to a wide range of funding options to address the digital divide.

With this abundance of deployment funding options, regional, county, and local governments now face two broadband planning challenges. First, these public entities may need to work with ISPs or qualified public partners to **develop grant-eligible broadband deployment projects** that will make the best use of funding opportunities to meet the specific connectivity needs of their communities. Second, as historically unserved areas are finally connected to high-speed broadband networks, these communities will face new digital equity challenges. Some people are unable to adopt broadband services for financial reasons, while others lack the digital devices or skills necessary to take full advantage of the internet. Public entities should **develop or support funding-eligible broadband adoption and digital skills programs** using new funding opportunities designed to help everyone experience the economic and quality-of-life benefits of modern broadband. The county and municipalities must work with local community anchor institutions (CAIs) to understand how they already have been addressing these connectivity challenges and how the range of funding programs can be used to improve these efforts.

While Section 8 will examine funding opportunities that support digital equity, this section will focus on programs that will shape future network deployments. The aim of this overview is to empower Inyo County and its municipalities to become involved in the planning and deployment process by working with interested ISPs and qualified public partners to facilitate better connectivity in their own communities. Critical considerations for public sector entities participating in these processes include:

1. An understanding of the level of effort required to submit a grant application to a broadband infrastructure funding program,
2. An understanding of coordination and partnership opportunities between public entities and ISPs or qualified public partners,
3. The range of available funding options, and how they relate to connectivity needs within Inyo County, as well as each program's eligible location criteria and requirements for matching funds,
4. The methods to ensure that unserved locations are eligible for funding by challenging broadband map inaccuracies,
5. The implementation of broadband deployment-friendly local permitting and policy environments that will reduce deployment costs and encourage ISP investment.

Subsection 6.1 ("Applying to a network deployment funding opportunity") provides an overview of the standard submission requirements for network deployment programs that prospective applicants should consider before preparing a proposal. This section also reviews the roles and responsibilities associated with network construction and operation to help public entities assess when coordination or a partnership between qualified local partners and either private or public Internet Service Providers (ISPs) may be in the project's best interest.

Subsection 6.2 ("Broadband deployment grant programs") then reviews the current, most applicable broadband deployment funding options available to Inyo County administered by either the CPUC or the federal government. Relevant CPUC

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<sup>110</sup> The Last Mile Federal Funding Account, Broadband Infrastructure Account, and upcoming California Broadband Equity, Access, and Deployment (BEAD) program each consider different groups of technologies when defining "reliable" broadband at this speed. See Section 6.1 below.



opportunities include the Last Mile Federal Funding Account (FFA), Broadband Infrastructure Grant Account (BIA), and the upcoming Broadband Equity, Access, and Deployment (BEAD) Program.<sup>111</sup> As these three programs present the most logical future opportunities for Inyo County and its municipalities, this section explores approaches for maximizing each opportunity's impact. Discussion of additional federal funding programs, such as the United States Department of Agriculture (USDA) Rural Utility Service's (RUS) **ReConnect** program and the Universal Service Administrative Company's (USAC) **E-Rate Special Constructions Projects** program are included, as these opportunities may also play a role in a comprehensive solution to connect Inyo County.

However, as noted above, a grant award supporting network construction through an unconnected area is often only the first step to bringing an entire community online, and construction itself is not without its own challenges. Though a grant can help to make a project economically feasible, awardees may still need to issue debt in order to fulfill a program's matching funds requirement or, in the case of programs with a receipt reimbursement structure, supply necessary cash on-hand to support construction between award payments. As a network is constructed, individual houses may be too far from the street to be served by standard installation practices. Apartment complexes may not have sufficient in-building wiring to deliver suitable speeds to residents even if a high-speed network serves their building. Additionally, residents with limited experience online could need support learning to use the internet safely and to their benefit. Fortunately, programs offering funds to address these additional needs are increasingly common. Subsection 6.3 provides an overview of these deployment-based opportunities, while Section 8 discusses programs supporting achievement of digital equity goals.

Subsection 6.4 ("Mapping and challenge processes") will review how counties and municipalities can work to ensure that unserved locations are eligible for grant funding. Each of these last-mile funding programs requires that applicants rely upon broadband service availability information and maps from either the FCC or the State of California to demonstrate a given project falls within a grant program's criteria for eligible locations. However, not all locations are accurately classified as served on these maps. The county or a municipality may attempt to reclassify locations to make them eligible for funding if it is able to gather sufficient evidence that those locations are not served. These challenge processes can be used to combat self-reported and overly optimistic ISP claims of service availability, reliability, or performance, particularly for service provided over aging DSL systems and wireless systems. The county or municipality can implement a number of strategies that can gather this information to ensure residents connected by these subpar systems can be included in deployment planning during this unique and brief funding window.

Section 7 ("Fostering a healthy broadband deployment environment") will review how counties and municipalities can encourage ISPs to deploy networks to their historically underserved areas. Communities can choose to work closely with private ISPs to develop and support grant-eligible deployment projects by developing partnerships, or they may simply prefer to facilitate private investment by streamlining permitting, access to public rights-of-way, and other local administrative processes. Other states and municipalities across the nation have developed and adopted "Broadband-Ready Communities" policies and best practices to address local deployment policy issues, foster improved cooperation with ISPs, and potentially reduce local administrative costs as well.<sup>112</sup> This section will review policies and strategies that municipalities can adopt to improve cooperation and reduce the cost of network deployments.

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<sup>111</sup> While NTIA administers the BEAD program at the national level, California and other states are responsible for developing and implementing programs to select subawards, who then construct networks conforming to the Infrastructure and Investment Jobs Act's statutory priorities.

<sup>112</sup> See, e.g., Next Century Cities, "Becoming Broadband Ready Toolkit," <https://nextcenturycities.org/broadband-toolkit/>, accessed September 19, 2023; Indiana Broadband Office, "Broadband Ready Communities," <https://www.in.gov/indianabroadband/broadband-ready-communities-program/>, accessed September 19, 2023; Georgia Department of Community Affairs, "Broadband Ready Community Designation," <https://broadband.georgia.gov/general-information>, accessed September 19, 2023.

## 6.1 Applying to a Network Deployment Funding Opportunity

Network deployment funding opportunities have become increasingly sophisticated over the past few years. Many require that applicants already have a project plan in place, with sufficient detail regarding how the network will be constructed, operated, and maintained with relevant partnership agreements already or near executed. This section provides prospective public-sector applicants an overview of necessary considerations to guide a network concept to a submission-ready project, such as:

- Developing an understanding of one's organizational capacity for network construction and operation
- Reviewing cooperation opportunities and partnership structures compatible with this capacity
- Creating and executing project plan and companion application submission plan

While preparing an application does require significant planning and effort, many programs request near-identical or similar materials. This similarity creates an advantage for well-organized applicants, who can develop a core set of materials relevant to most opportunities, reducing effort required to submit a particular application. The Appendix contains a review of the common elements of the most important funding programs, and other programs share many of these details.

While these planning requirements may occasionally seem daunting, qualified ISPs should have no problem developing these materials. Public entities should simply be aware of these requirements to ensure they can be involved when needed and help to shape certain decisions, particularly if they are contributing their own efforts and resources to project planning and deployment.

Additionally, in the event a project is not selected for funding, plans and materials can often be revised to meet another opportunities' requirements. Preparing grant applications should therefore be understood as an iterative process. Planning efforts and any coordination agreements or partnerships should be created with this flexibility in mind to minimize the burden of pivoting to future project iterations if needed.

### 6.1.1 Common Considerations for Deployment-Focused Funding Opportunities

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Grant programs to fund network construction aim to maximize the number of households that will receive new or improved internet service. Typically, programs will limit locations eligible for funding to locations that do not receive a certain level of service, such as 25/3 Mbps or 100/20 Mbps in some instances. Many restrict the types of entities that can apply for funding or include certain ownership requirements and service obligations for the resulting network.

To improve the chances that an awarded project fulfills its intended purpose, grant programs typically require applicants to provide extensive materials demonstrating that a proposed network is well thought out, financially sustainable, and executable within a specified timeframe. Materials often include, but are not limited to, a network's high-level engineering and designs, financial projections, construction timelines, anticipated permits, and proof substantiating that an applicant has funds available to meet the program's matching funds requirement. Many opportunities also require proof that an applicant has resources to support activities between funding reimbursements, as is the case for the three California programs discussed later in this section. Funding programs also assess the financial standing of applicants and any partners to understand the risks that may come with an award, often by requesting historical and projected financial statements and

organization charts. Prospective applicants should expect to provide the following materials, at a minimum, when submitting proposals to grant programs funding network deployment:

**Table 20: Standard last-mile application areas and materials**

Applicant and/or partnership information	Organization charts	Historical financial statements
	Organization-wide financial projections	Partnership structure and supporting documentation (as applicable)
Proof of project necessity	Proof of project area level of service	Stakeholder letters of support
Project Budget	Detailed budgets aligned with network design	Proof of matching funds
Network Construction Plan	Network diagrams	Construction timeline
	Network routes and service area (.kmz or shapefiles)	Project and workforce plans
Network Operation	Project pro forma projections demonstrating sustainability	End customer service pricing
	Operations plan	Marketing plan

In addition to these materials, many programs require narrative descriptions of key items justifying the proposal. The majority of opportunities also require an affidavit or certification by an authorized signatory of the lead applicant to prevent frivolous applications or inaccurate claims. Further discussion of these standard application materials can be found in Appendix B.

**6.1.2 Organizational Capacity and Partnership Considerations**

It is no small endeavor to execute a project plan to build, own, and operate a network. Aside from the effort required to prepare an application with detailed mapping, network designs, and financial projections, the role of constructing and operating the network requires significant and ongoing commitment and resources. While public entities may be attracted to the idea of serving their communities, many may not have the organizational capacity to handle the broad range of responsibilities that come with these roles. Responsibilities commonly associated with last-mile network deployment include:

- Management of contractors and project implementation,
- Securing funds to meet program match requirements,
- Maintaining cash reserves to fund project implementation,
- Performing ongoing operations, maintenance, and upgrades,
- Attracting and retaining customers

Partnerships and cooperation strategies with the private sector and qualified public partners can help projects be realized without placing undue burden on public entities committed to serving their constituents. While such partnerships can take

any form depending on each party's expertise, an increasingly common structure is that of public asset ownership with private operation. This structure can allow public entities the benefit of using the network for their internal operations, realizing revenue through leasing dark fiber stands, and the opportunity to influence end-user bandwidth and services in some circumstances through agreements with the ISP partner. On the other hand, the private partner gains new or improved access to a customer base and can easily scale up existing operations to support service provision to new end-users. Note that various elements of this model can be customized significantly and that other models that do not involve public ownership of any assets nevertheless share many considerations, making this model an excellent starting point to understand the range of possible public-private and public-public models.

#### ■ Deployment Considerations for Public Ownership, Private Operation Partnership Model

Under this model, either the public entity or the ISP may produce high-level engineering and design and lead network construction, though ISPs typically fill this role, as most already have established relationships with contractors and vendors to purchase necessary materials and services. Either party may also hire a third-party contractor to perform some of these steps, overseeing this subcontractor's work and integrating it into the overall project. If the ISP partner oversees the design and manages construction, the public entity can still participate through asset contributions or processes that facilitate network deployment, such as access to poles, underground conduit, rights-of-way, and expedited permit approvals.<sup>113</sup> This arrangement places the risk of managing contractors and executing deployment within the project timeline on the ISP partner, who may be more experienced in this role.

Providing funds to meet a grant program's match requirement can fall to the private partner, the public entity, or both parties. However, these contributions can impact the relative influence each party has on project outcomes. For instance, if a public entity is providing a larger proportion of the match, it may use this leverage to influence which deployment routes and roads are chosen to be included in the project. For example, the public entity may require that the network reach additional locations that benefit the community if it provides a larger portion of matching funds. In contrast, if a private partner provides a larger portion of this match, it may not allow the public entity to retain ownership of the constructed assets. This latter option can be considered a distinct public-private partnership model, the **Public Investment in Private Infrastructure**, and still provides significant opportunity to shape the project but with less control over the infrastructure and services offered over it in the long-term.

Maintaining cash reserves on-hand to cover project implementation costs can be handled either by the private partner or public entity, though this is typically the responsibility of the party managing construction. As with the match, both parties may contribute, and the relative proportion of this contribution may give greater leverage over the project's service area and outcomes. However, risk associated with issuing debt or opportunity cost of the committing funds should be considered against the benefit this increased leverage may provide on other decisions and project design.

#### ■ Ownership and Operations Considerations for Public Ownership, Private Operation Partnership Model

Under this model, public entities typically own underlying network assets, such as fiber and conduit, while private entities own network electronics and provide services to customers over the network. This approach is often beneficial because fiber and conduit require little upkeep and can be leased or shared with other organizations that serve the public's interest, such as fire stations, police stations, local utilities, or community centers.<sup>114</sup> In contrast to fiber and conduit, network electronics are

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<sup>113</sup> For further discussion of broadband deployment-friendly policies municipalities can adopt to make their jurisdictions more attractive to private providers, see Section 7: Fostering a Healthy Broadband Deployment Environment.

<sup>114</sup> Public entities interested in this approach should consider whether they have the capacity to perform ongoing maintenance for fiber and conduit. If not, there should be consideration for shifting this responsibility to the ISP partner depending on the terms of the contractual agreement. Maintenance can also be performed by another third party.

typically upgraded every five to seven years to serve growing capacity demands, which ISPs are accustomed to anticipating. Additionally, ISPs may be more experienced in the areas of customer acquisition and retention, customer support, marketing, and billing.

### ■ Opportunities for Partnership Customization

While the roles described above are a common form of the public ownership, private operation partnership model, this arrangement can always be customized to fit the partners' abilities and goals. Public entities with experience managing their own utility systems may consider filling the role of customer-facing services, such as billing, service calls, and marketing. Public entities with network operations experience may feel comfortable augmenting current staff to maintain network electronics and provision end-user services themselves. Those with experience managing public works projects may consider leading project construction with existing offices and staff. Public organizations that adopt the responsibilities of ultimately owning and operating their own networks are simply referred to as public ISPs.

Conversely, some public entities may not feel suited to even own the underlying fiber and conduit and may prefer to limit their involvement in a project by not entering into any formal partnerships. Entities in this position can still have an impact on project outcomes by providing matching funds, letters of support, access to rights-of-way, or existing conduit along project routes. ISPs will be eager to collaborate with public entities, as demonstrating public support can increase a project's score for many funding opportunities, and access to public assets can reduce project costs. For example, right-of-way fees can sometimes be waived or donated, and a project can often count this contribution towards a project's matching funds requirement. Strategies and policies that contribute to this **Public Facilitation of Private Infrastructure** are discussed more at length in Section 7 and still play an important role in other partnership and coordination models as well.

### ■ Public-Public Partnership Strategies

Collaboration between two or more public entities can also result in successful network deployments. If another public entity (or entities) has demonstrated experience in some or all of the areas described above, then a formal partnership between the two could instead serve as the mechanism for securing the necessary resources, expertise, and capacity to carry out network deployment projects. These partnerships can form between two municipalities that share the goal of serving a continuous area within both jurisdictions, between a municipality and a larger entity such as a county or regional economic development authority, or between a county or local government and a multi-region development initiative with network deployment goals, such as GSCA. Additionally, public entities who do not feel they have suitable expertise to manage a partnership with an ISP could instead seek to collaborate with a public partner with more experience in this area, who can manage this relationship on behalf of the public (or group of public) entities.

The GSCA's approach exemplifies this flexibility. This public entity has developed a relationship with UTOPIA Fiber, a successful publicly owned broadband network provider throughout many parts of Utah, to build, construct, and manage an open-access, last mile network throughout parts of GSCA's 40 member counties, as funding and financing are acquired. GSCA's governance is conducted by a group of elected supervisors from member counties, ensuring that the partnerships between it and the elected leadership of each county remain at the core of the organization. GSCA also assists member counties with acquiring technical assistance and broadband planning support, facilitating improved connectivity even before construction begins. GSCA is willing to work with municipalities within each county as well, offering a flexible approach to developing project plans and financing that can meet the needs of local communities.

### ■ Navigating Application Submissions with a Partner

Preparing an application to a network deployment grant program requires effort, careful planning, and close collaboration between involved groups. The expertise required to perform high-level engineering and design, companion network designs

and maps, detailed budgets, financial pro formas, and other materials often requires that project routes, partnerships, and operation details already be near-finalized at least a month before the submission deadline to leave time for preparing narratives, collecting letters of support from stakeholders, or conducting any challenges to levels of service reported in the target project area that are believed to be overstated.

It is worthwhile to have a common understanding among partners as to the roles, responsibilities, and ownership structure for the resulting network before application preparation begins in earnest. A coordination agreement for the project (or a general agreement applicable across multiple future projects) is a common method to establish this understanding. Preparing this agreement can take significant time, as it involves legal teams from all parties working through terms and conditions related to the project. Beginning this process early is highly encouraged, as it reduces the risk that the parties will not reach an agreement before a program's submission deadline.

Another approach to allocating responsibilities between partners is to issue a Request for Proposal (RFP), dictating the respondents' obligations in the project scope itself. This method is often required to satisfy a municipality's procurement rules and ensure that the best partner is chosen through a competitive process. The agreement resulting from this process can specify each partner's involvement in network deployment, ownership, and operations. While time consuming, the RFP approach will, under good conditions, provide the public entity with a range of private partners to evaluate, allowing for selection of the partner that best suits the public entity's goals.

Finally, preparing a grant application between partners, as with the network plan itself, must have clearly defined responsibilities for each party, department, or contractor involved. Close coordination is essential, as the specific requirements of each opportunity may warrant multiple iterations of materials and plans, particularly if the proposed project area is not yet finalized before the drafting of application materials begins.

## 6.2 Broadband Deployment Grant Programs

The range of broadband deployment funding options available over the next few years likely represents the greatest amount of public support for broadband funding that will ever be offered in California. With a developed understanding of the level of effort and expertise needed to produce a grant application for a broadband infrastructure project, municipalities within Inyo County interested in such opportunities should aim to stay informed of upcoming funding programs, their eligibility requirements, and target uses to plan projects and supporting activities accordingly.

### 6.2.1 California funding opportunities overview

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Combined with California's middle mile network, the three major California grant programs will finally allow counties and municipalities, working in cooperation with ISPs or public partners, to address the most pressing broadband connectivity needs in their communities.

1. The **Federal Funding Account** program is providing \$2 billion for broadband infrastructure, with approximately \$13,200,000 allocated specifically to projects in Inyo County. In September of 2023, the CPUC received three applications for Inyo County, all from Frontier. One project will span both Inyo and Kern Counties and requested \$6,629,936, only a small portion of which will come from Inyo County's allocation. The other two projects located exclusively in Inyo County requested \$3,568,487. There is likely to be some funding remaining for another FFA application round, with application rounds expected to open every six months.



2. The **Broadband Infrastructure Account** program has been revised to complement this program, drawing from an annual funding pool of up to \$150 million per year, based on annual fees collected from a surcharge on telecommunications bills.<sup>115</sup> This program's application window is expected to open once a year in the spring, with the actual amount available varying based on demand.
3. The **California Broadband Equity, Access, and Deployment** (BEAD) program is expected to begin offering \$1.86 billion in deployment support as early as the summer of 2024.<sup>116</sup> While this program's rules have not been finalized, the NTIA has placed a number of requirements on the program, including a rule that mandates all unserved locations across the state be prioritized for funding before the program can accept applications for primarily underserved locations.<sup>117</sup> As a result, this funding will be available to unserved locations (those without access to 25/3 Mbps service), but is unlikely to be available for underserved locations (those with access to 25/3 Mbps service but not 100/20 Mbps service).<sup>118</sup>

This incredible amount of funding is likely to be available only over the next few years, so counties and municipalities must be strategic about how they work with partners to take advantage of each of these rare opportunities. The three programs' location eligibility considerations and application timing differ enough to require strategic planning. The funding programs also limit the overall grant amounts that can be requested, so no one funding program will meet all the connectivity needs of the county. As a result, each deployment project submitted to one of the grant programs should be carefully designed to:

- Comply with that grant's location eligibility requirements,
- Limit the size and cost of the project area to comply with the grant request limit, and
- Design the network's eligible service area to facilitate future expansions covered by other grants.

Generally, programs with more restrictive eligibility criteria should be used to focus on locations that can meet those restrictions, while more flexible projects should focus on areas otherwise ineligible or unlikely to be covered by more restrictive programs. The county or municipality then can encourage or design each distinct project to take advantage of the strengths of the specific grant opportunity available at the time in order to best utilize the overall range of funding opportunities available to it over the next few years.

<sup>115</sup> Note that this amount is to be distributed across the CASF account programs. CPUC, "Broadband Infrastructure Grant Account Program Requirements, Guidelines and Application Materials," Decision 22-11-023, Attachment 1, Updated May 25, 2023, p. A-3, <https://www.cpuc.ca.gov/-/media/cpuc-website/divisions/communications-division/documents/casf-infrastructure-and-market-analysis/broadband-infrastructure-grant-account--landing-page/decision-docs/d2211023attachment-1casf-guidelinesw-coverheader-lef-052523.pdf>. In 2023, the CPUC is expected to award \$24.9 million to 2022 Broadband Infrastructure Account grant awardees and has explained that future allocations will be based on each year's applications and funding trends from other application programs. CPUC, Decision Adopting Modifications to Broadband Public Housing Account, Broadband Adoption Account, and Rural and Urban Regional Broadband Consortia Account Program Rules; and Fiscal Year 2022-2023 Allocation of California Advanced Services Fund Budget," Rulemaking 20-08-021, Decision 22-05-029, pp. 67-68, May 19, 2022, <https://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M479/K637/479637749.PDF>.

<sup>116</sup> NTIA, "Biden-Harris Administration Announces More Than \$1.8 Billion to California to Deploy High-Speed Internet Infrastructure," June 26, 2023, <https://www.internetforall.gov/news-media/biden-harris-administration-announces-more-18-billion-california-deploy-high-speed>; CPUC, "California Broadband Equity, Access, and Deployment (BEAD) Program," <https://www.cpuc.ca.gov/beadprogram>, accessed September 2023.

<sup>117</sup> The BEAD program defines an "unserved location" as any broadband-serviceable location that lacks access to reliable broadband service with a speed of at least 25/3 Mbps and latency of less than 100 milliseconds from any wireline or licensed fixed wireless provider. BEAD NOFO, p. 17. An "underserved location" is similarly defined but identifies locations with a maximum available service speed of at least 25/3 Mbps but less than 100/20 Mbps. *Ibid.*, at 16.

<sup>118</sup> CPUC, State of California Five-Year Action Plan: Broadband Equity, Access, and Deployment (BEAD) Program, Final Initial Draft, July 13, 2023, p. 87, ("CA BEAD Five-Year Plan"), <https://docs.cpuc.ca.gov/PublishedDocs/Efile/G000/M513/K977/513977116.PDF>.

**Table 21: Key Eligibility Considerations of California’s Three Primary Last-Mile Grant Programs**

Grant Program	Grant Availability Timing	Eligible Areas	Additional Location Considerations
<b>Last-Mile Federal Funding Account (FFA)</b>	First application cycle ended Sept. 29, 2023; each cycle expected to occur 6 months	Must lack access to 25/3 Mbps service from “reliable” wireline source	DSL and cable using DOCSIS 2.0 or below are presumed not “reliable.” <sup>119</sup>
<b>CASF Broadband Infrastructure Account (BIA)</b>	Recent application cycle ended June 1, 2023 <sup>120</sup> ; expected to occur annually	Must lack access to 25/3 Mbps service from wireline or fixed wireless sources	Strong focus on low-income areas. <sup>121</sup>
<b>Broadband Equity, Access, and Deployment Program (BEAD)</b>	First application cycle expected to begin mid-2024 at the earliest; at least two application cycles expected	Likely restricted to locations that lack access to 25/3 Mbps service from “reliable” wireline or licensed fixed wireless	“Reliable” defined as “available with a high degree of certainty.” <sup>122</sup>

■ **California Federal Funding Account Program**

The State of California allocated \$13,221,784 to Inyo County to be distributed through the FFA program. In September of 2023, the CPUC received three applications for Inyo County, all from Frontier. One project will span both Inyo and Kern Counties and requested \$6,629,936, only a small portion of which will come from Inyo County’s allocation. The other two projects located exclusively in Inyo County requested \$3,568,487 to connect 706 FFA-eligible locations at an average cost of \$5,055 per location. These funding requests are presented in the table below.

**Table 22: Applications for Inyo County Submitted to the Federal Funding Account by September 29, 2023**

Organization	Project Name	Amount Requested	Unserviced Locations
Frontier	Inyo 1	\$1,413,619	441
Frontier	Inyo 2	\$2,154,868	265
Frontier	Kern*	\$6,629,936	523

\*Denotes a project that spans multiple counties

<sup>119</sup> CPUC, Federal Funding Account Program Rules and Guidelines, Order Instituting Rulemaking Regarding Broadband Infrastructure Deployment and to Support Service Providers in the State of California, Rulemaking 20-09-001, Decision 22-04-055, Appendix, April 21, 2022, pp. A-8, A-16, (“FFA Guidelines”), <https://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M470/K481/470481278.PDF>; CPUC, “Frequently Asked Questions (FAQs) – Federal Funding Account, Last Mile,” April 2023, p. 3, [https://www.cpuc.ca.gov/-/media/CPUC%20Website/Files/uploadedFiles/CPUC\\_Public\\_Website/Content/Utilities\\_and\\_Industries/Communications\\_-\\_Telecommunications\\_and\\_Broadband/FFA%20Webpage%202023-04/FFA%20FAQs%20V2.pdf](https://www.cpuc.ca.gov/-/media/CPUC%20Website/Files/uploadedFiles/CPUC_Public_Website/Content/Utilities_and_Industries/Communications_-_Telecommunications_and_Broadband/FFA%20Webpage%202023-04/FFA%20FAQs%20V2.pdf).

<sup>120</sup> CPUC, “Second Postponement of the 2023 CASF Infrastructure Application Deadlines,” April 18, 2023, <https://www.cpuc.ca.gov/-/media/cpuc-website/divisions/communications-division/documents/casf-infrastructure-and-market-analysis/2023-letters/20230418-exec-dir-casf-infra-extension-deadline-letter.pdf>.

<sup>121</sup> CASF, Broadband Infrastructure Grant Account Program Requirements, Guidelines and Application Materials, Order Instituting Rulemaking Regarding Revisions to the California Advanced Services Fund, Rulemaking 20-08-021, Decision 22-11-023, Attachment 1, p. A-10, updated May 31, 2023, <https://www.cpuc.ca.gov/-/media/cpuc-website/divisions/communications-division/documents/casf-infrastructure-and-market-analysis/broadband-infrastructure-grant-account--landing-page/decision-docs/d2211023attachment-1casf-guidelinesw-coverheader053123.pdf>.

<sup>122</sup> NTIA, Broadband Equity, Access, and Deployment Program Notice of Funding Opportunity, 15, May 12, 2022, (“BEAD NOFO”), <https://broadbandusa.ntia.doc.gov/sites/default/files/2022-05/BEAD%20NOFO.pdf>.



The FFA Program does not require a matching funds commitment and is allocated at the county level, so applicants do not compete with other projects across the state.<sup>123</sup> This program is the only one of the three to classify locations served by either DSL or fixed wireless services at speeds at or above 25/3 Mbps as funding-eligible in the proposed deployment areas.<sup>124</sup> If an area is shown as served, but community testimonials, speed tests, and other network performance data collected suggest otherwise, CPUC may still consider the project area eligible for funding.<sup>125</sup> Additionally, the FFA awards additional points to projects that will serve disadvantaged communities, using demographic information provided by the CPUC and its own additional information sources.<sup>126</sup> As a result, this program offers the best opportunity to connect locations that would be less likely or outright ineligible to receive funding from the other programs due to levels of service reported in the area.<sup>127</sup>

The FFA program also puts certain location and cost limits on projects to be reviewed and approved without additional formal resolutions.<sup>128</sup> To receive the standard review, a project's grant request must not exceed \$25 million, and the average cost per location cannot exceed \$9,300 per location.<sup>129</sup> If the project exceeds either of these criteria, requests a waiver of one of the program requirements, or includes any locations also present in a competing FFA application, then a more detailed review and formal CPUC resolution will be required. Notably, the applicant may also include a limited number of served households in its proposed deployment area if necessary to make the project financially viable, but the CPUC has not provided a clear standard about how it will evaluate this request.<sup>130</sup>

At the time of this writing, applications are still being reviewed, and winners have not yet been announced. Detailed information about each application, including maps of proposed funded service areas, can be found here:

<https://broadbandportal.cpuc.ca.gov/s/objection-page>

Given the impact each project award would have on future network deployment efforts in the county, ISPs and municipalities must be flexible when planning for projects that can best utilize the other funding opportunities available over the next two years. The map below shows the locations that were eligible for the FFA program. We note that the eligibility criteria is broader than the BEAD program's definitions of "unserved" locations.

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<sup>123</sup> The Federal Funding Account program does not require a match. The program does award applicants with up to 10 points for providing up to a 50 percent match, but with applicants only competing against other project proposals within the same county, applicants do not have a strong incentive to offer matching funding for these scoring rewards.

<sup>124</sup> FFA FAQ, pp. 3, 5.

<sup>125</sup> FFA Guidelines, p. A-16.

<sup>126</sup> FFA Guidelines, p. A-7.

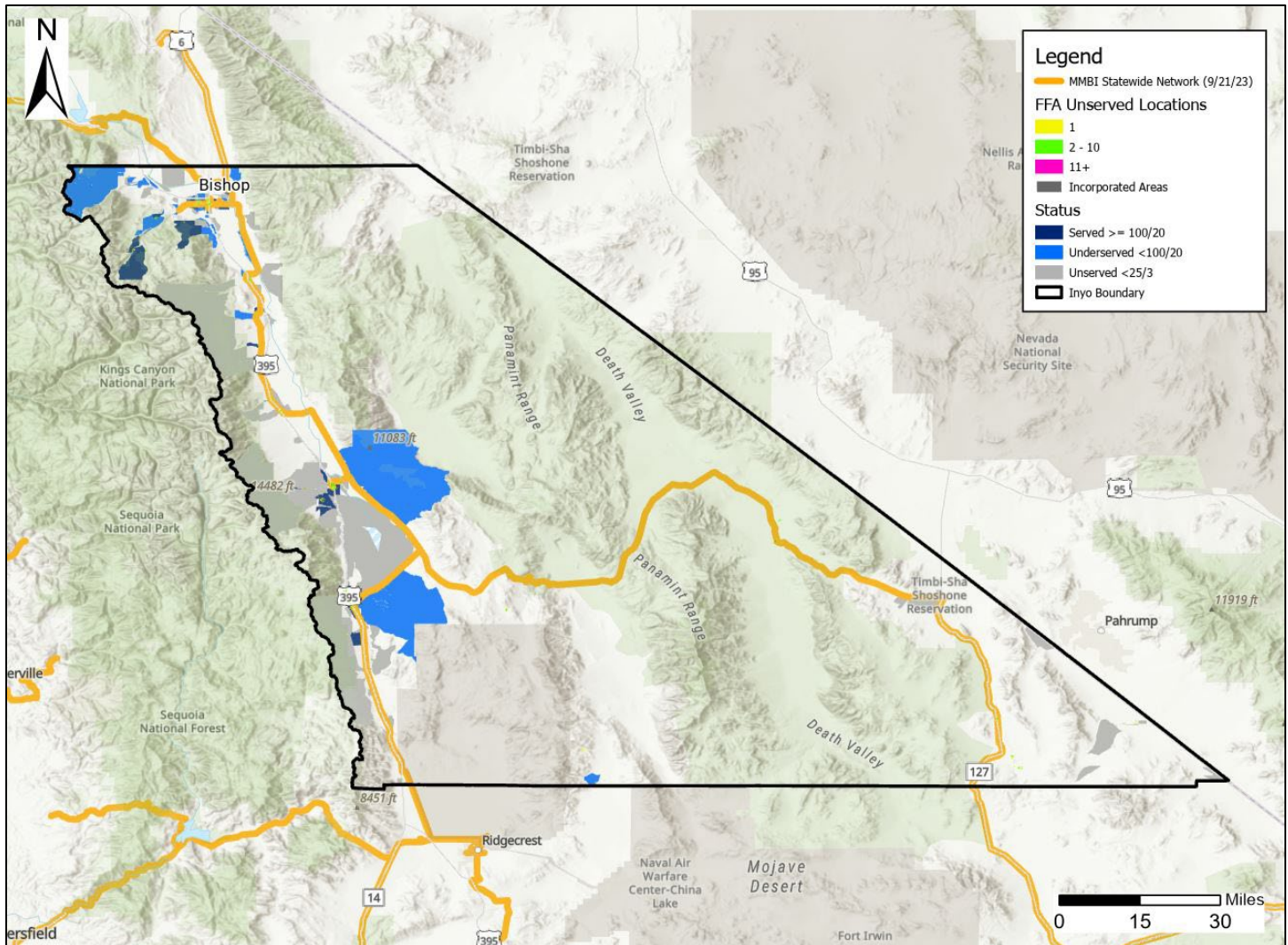
<sup>127</sup> However, a private ISP, without coordinating with the county or municipality, can propose a relatively conservative extension of its network within the county and potentially beat out a more expansive project co-developed by another ISP and local governments.

<sup>128</sup> FFA Guidelines, p. A-23.

<sup>129</sup> FFA Guidelines, pp. A-23 to A-24.

<sup>130</sup> See FFA Guidelines, p. A-5, A-16. The FFA Rules reference the Treasury's Final Rule for the Coronavirus State and Local Fiscal Recovery Funds program: "Households and businesses with an identified need for additional broadband infrastructure investment do not have to be the only ones in the service area served by an eligible broadband infrastructure project. Indeed, serving these households and businesses may require a holistic approach that provides service to a wider area, for example, in order to make ongoing service of certain households or businesses within the service area economical." Ibid; 3 Department of the Treasury, Final Rule, Coronavirus State and Local Fiscal Recovery Funds, 31 C.F.R. Part 35, 87 FR 4338-4454 (January 27, 2022), <https://www.federalregister.gov/documents/2022/01/27/2022-00292/coronavirus-state-and-local-fiscal-recovery-funds>.

Figure 32: FFA-Eligible Locations and BEAD-Defined Unserved and Underserved Census Blocks



Considering Frontier’s proposed projects during the first round of the FFA program, several areas could be covered with any remaining FFA funding. We suggest considering the following:

- Lone Pine Communications could consider extending its wireline service area to reach Olancha, expanding to eligible for the FFA-eligible addresses to the south, or expanding eastward to reach eligible areas in Keeler, to the east of Owen’s Lake. The state’s middle mile network will be constructed along US 395 and could serve as the basis for another provider’s deployment through Olancha, but Lone Pine Communication’s existing unlicensed fixed wireless service in the area could provide a competitive advantage with this areas’ customers, as the Lone Pine likely a recognized brand within the community and could transition them to fiber wireline service more easily.
- In the west-central Inyo County, many locations that are already served by Frontier’s DSL network are eligible for the FFA program. Frontier could consider pursuing additional support from the FFA to upgrade these networks to fiber in Independence and locations directly to the north of this community. As Frontier has already secured access to poles and rights-of-way in these areas, the provider will likely be able to deploy fiber at lower cost than a new market entrant could.

- Big Pine, in northwest-central Inyo, contains locations eligible for the FFA program that are within both Frontier and Optimum’s existing service areas. As the state’s planned middle mile network will extend down US 395, both providers could consider using the transport services introduced to the area by this network to facilitate this deployment. If ambitious, this project could include FFA-eligible locations in the very southwestern edge of Big Pine, just off of Sugar Loaf Road.
- Lastly, many locations through Bishop, in north-central Inyo County, are eligible under the FFA program, despite the many providers that serve this population center. In fact, every wireline provider with a presence in Inyo County could consider applying to the FFA to serve these locations, as AT&T, Frontier, Optimum, and Lone Pine Communications all maintain networks somewhere in the city.

### ■ CPUC’s Broadband Infrastructure Account Program

While the California Advanced Services Fund (CASF) Broadband Infrastructure Account (BIA) is the next available funding opportunity, projects applying for this grant should be narrowly tailored to meet its more specific location eligibility and prioritization rules. Perhaps the most restrictive of the three primary last-mile funding programs, the BIA does not allow the inclusion of any location that receives at least 25/3 Mbps service from either a wireline or licensed fixed wireless ISP and does not permit any overbuilding. As with all three programs, service from satellite internet service providers, including low earth orbit providers such as Starlink, does not affect program eligibility. Compared to FFA’s \$2 billion in overall funding, the BIA offers substantially less funding, drawing from a funding pool of that in 2023 had \$150 million shared with other CPUC programs. The location considerations are also more complex, impacting not only the eligible deployment area but the minimum match required along with the project’s application score.

The program does not perform competitive scoring in the same way that most other grant programs do. Instead, it heavily prioritizes projects that will be used to connect areas with no service at all, followed by those unserved by speeds of even just 10/1 Mbps. After considering projects for these priority areas, remaining funds will be distributed according to the project area’s median household income, with lower-income areas receiving preference.<sup>131</sup> To maximize chances of an award under BIA, projects should prioritize entirely unserved locations, followed by those without service of at least 10/1 Mbps. Project should also aim to include as many of the following match-reduction considerations as possible.

The CASF BIA program’s match requirement varies between 0 and 40 percent, based on proposed project area’s characteristics and current service level. Areas that are not served by a single facilities-based internet provider do not need to provide a match.<sup>132</sup> Otherwise, the project must provide up to 40 percent match, reduced by the income and other area considerations. Projects in low-income areas may reduce the match requirement by 40 percent.<sup>133</sup> Otherwise, each of the following criteria reduces the match amount required by 10 percent:

- Project will primarily rely on upgrading existing infrastructure to meet requirements,
- Project is in a “Broadband Consortium region” where more than 2 percent of locations do not yet have access to services offering at least 25/3 Mbps,

<sup>131</sup> CPUC, “Decision Adopting Modifications to California Advanced Services Fund Broadband Infrastructure Account, Attachment 1: Broadband Infrastructure Grant Account Program Requirements, Guidelines and Application Materials,” R.20-08-021, p. A-6, November 17, 2022, <https://www.cpuc.ca.gov/-/media/cpuc-website/divisions/communications-division/documents/casf-infrastructure-and-market-analysis/broadband-infrastructure-grant-account--landing-page/decision-docs/d2211023attachment-1casf-guidelinesw-coverheader053123.pdf> accessed Oct 18, 2023.

<sup>132</sup> Ibid., p. A-7.

<sup>133</sup> Low-income areas under this program are defined as any area where the American Community Survey (ACS) 5-year median household income is less than or equal to 80 percent of the statewide median income or Department of Housing and Community Development’s list of state income limits. CASF BIA Guidelines, p. A-5. Participation in the Affordable Connectivity Plan (ACP), California LifeLine, or federal LifeLine is required to receive the full 40 percent reduction. Ibid.

- Project's area satisfies at least three of the following criteria:
  - Is rural (as defined by U.S. Census Bureau),
  - Is an unincorporated community,
  - Is an extreme or elevated fire threat area (as defined by the CPUC Fire-Threat Map),
  - Is more than 10 miles away from nearest hospital,
  - Is more than 10 miles away from nearest state or federal highway,
  - Contains rugged or difficult terrain.

Despite available funding, BIA allows for a maximum average cost per location of up to \$24,700 for projects seeking approval without a formal resolution, significantly higher than the FFA's per location maximum of \$9,300.<sup>134</sup> These factors suggest BIA is intended to support projects in extremely unserved, hard-to-reach areas that do not anticipate network deployments under normal conditions. Given the program's emphasis on areas with extremely poor service, unique match requirement structure, and comparably high anticipated cost per location served, projects seeking funds from BIA should be designed to complement other network deployments by serving the most costly, rural, hard-to-reach locations other opportunities do not similarly prioritize.

To use this funding program effectively, a BIA-oriented project should focus on unserved locations in Census Block Groups with the lowest median incomes. These locations do not need to be contiguous; the project can identify areas as small as individual properties and combine them in one application, so long as the residents of each property are low-income households.<sup>135</sup> As a result, this program is a unique option for smaller project proposals that focus on expanding or upgrading existing networks to reach these economically disadvantaged areas. Low-income areas in Inyo County are shown below.

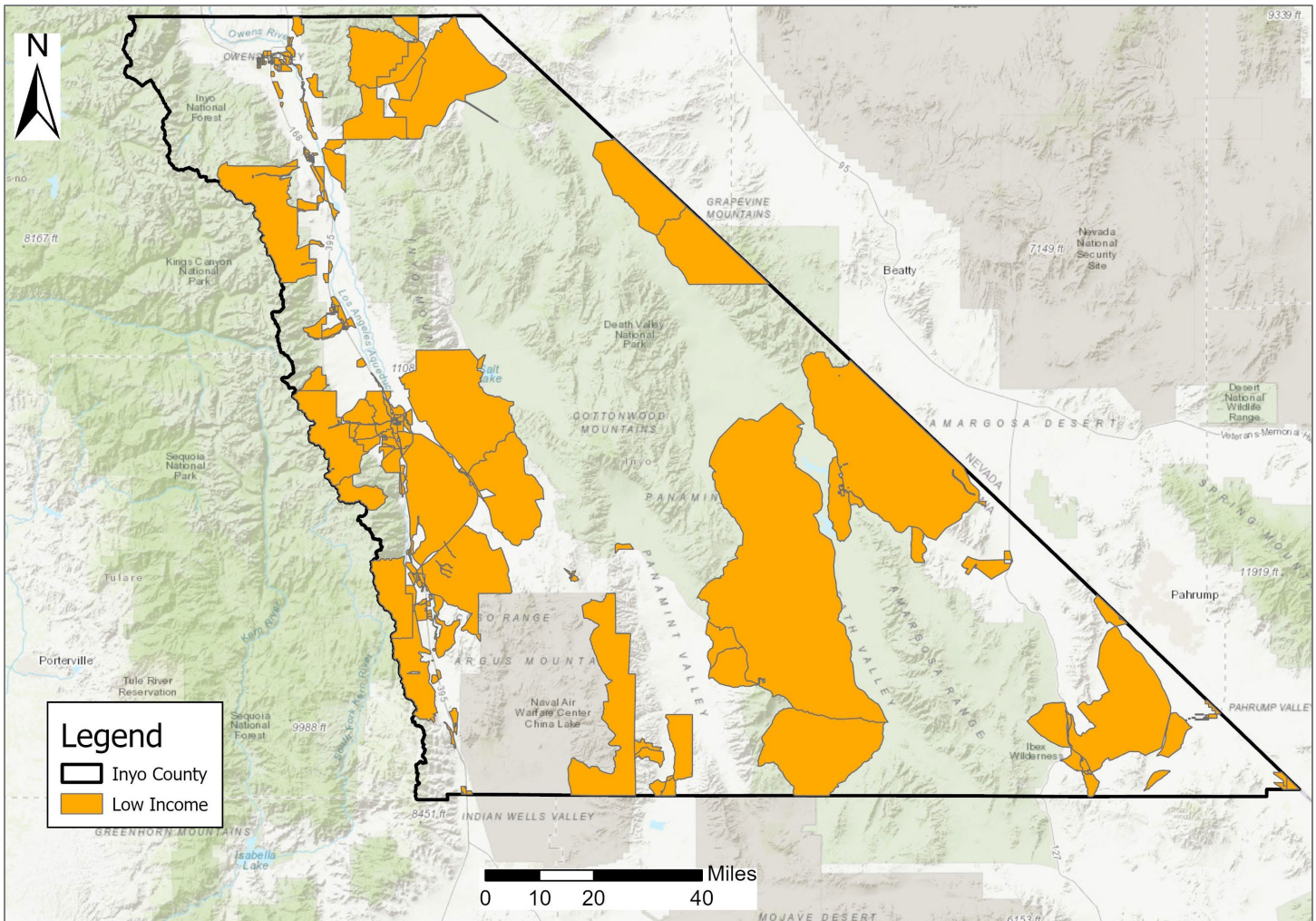
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<sup>134</sup> CASF BIA Guidelines, p. A-31.

<sup>135</sup> CASF BIA Guidelines, pp. A-9 to A-10.



Figure 33: Low-income Areas for Consideration Under the Broadband Infrastructure Account Program



Inyo County has a reported 2,676 locations (28.3 percent) that do not yet receive any service meeting the 10/1 Mbps standard, 1,358 locations (14.3 percent) of which are reported to not receive any form of internet service. This latter group is prioritized by the BIA program, regardless of the income characteristics of the area, but to identify these locations, the municipality will need to license access to the CostQuest address fabric. With a significant portion of unserved locations also located in low-income census blocks, ISPs looking to expand their current service areas should consider using the BIA to expand beyond their current service areas or to upgrade services to low-income households currently receiving DSL services offering less than 10/1 Mbps. Nearly all of the project area suggestions made for the BEAD program below should be considered for the BIA program as well, once the ISP or municipality obtains access to the address fabric and can evaluate the current service characteristics (or more importantly, lack thereof) to each location in those suggested areas.

BIA projects can identify areas as small as individual properties and combine them in one application, so long as the residents of each property are low-income households or lack current service entirely. As a result, this program is a unique option for project proposals across the county that focus on expanding or upgrading existing networks to reach a number of small, non-contiguous areas. Including areas that may already receive 10/1 Mbps service but not 25/3 Mbps service, there are a few clusters in low-income census blocks that are worth highlighting to be considered for the BIA program:

- In the northwestern portion of the county, along a bend in US Highway 6, the Laws area contains low-income census blocks that have been marked unserved. Frontier and Optimum both have nearby infrastructure and can easily connect these locations.
- Near the western edge of the center of the county, there are a scattered number of unserved homes in low-income census blocks near Fort Independence Reservation and the Seven Pines campground area. Optimum may be encouraged to expand its cable reach into these areas by connecting to the state middle mile route along US 395, but Frontier's DSL network could be upgraded and expanded to these locations as well.
- Lone Pine Communications could upgrade their cable network in Lone Pine and extend it into the eligible low-income neighborhoods to the west, particularly along W Whitney Portal Road and Granite View Drive.
- Along US 395 near Haiwee, there appear to be scattered unserved locations in low-income census blocks. Portions of these unserved areas extent to the western boundary of the county from the communities of Coso Junction to Grant. There is another small cluster surrounding the South Haiwee Reservoir. Frontier DSL network could be partially replaced with fiber and extended to these unserved locations.
- The Timbi-Sha Shoshone Reservation, near Death Valley Junction, is largely unserved and at least partially classified as low-income. The state middle mile route will pass through the junction, making this area a potential opportunity to interested ISPs. By deploying in this area, the ISP could extend to the southeast corner, including the town of Charleston View, and locations along Old Spanish Trail Highway, just east of South Nopah Range Wilderness Area.

### ■ The Broadband Equity, Access, and Deployment Program

The BEAD program will not be available until mid-2024 at the earliest.<sup>136</sup> The state's program rules have not been finalized yet, but the NTIA has required that states comply with a number of requirements that enable counties, municipalities, and ISPs to integrate the funding opportunity into their overall deployment strategies. The CPUC must ensure that BEAD funding is prioritized to cover all locations lacking 25/3 Mbps service from either a wireline or licensed fixed wireless ISPs (the BEAD program's definition of an "unserved" location) before funds can be used to connect "underserved" locations (locations that lack access to 100/20 Mbps service but receive 25/3 Mbps service). Unfortunately, the CPUC does not expect the amount of available funding to connect all unserved locations,<sup>137</sup> so Inyo County and interested partners should use BEAD funding to connect locations unserved by 25/3 Mbps that are not included in FFA-funded projects. The program is also likely to allow applicants to include a portion of served locations within their project applications, so long as these account for fewer than 20 percent of the project's total proposed locations.<sup>138</sup>

However, BEAD program's more lenient project area considerations come with a tradeoff. Applicants are generally expected to cover at least 25 percent of the project's total costs, and the program's scoring system is likely to favor both higher match amounts and lower average proposed costs per passing.<sup>139</sup> The NTIA has allowed for the possibility that projects in high-cost areas may be allowed to submit a lower matching amount or no matching amount at all. These areas are shown further below. The NTIA has also invited the CPUC to request a match reduction or waiver from the NTIA if a particular project demonstrates that "a match requirement could deter participation in the BEAD Program by small and non-traditional providers,

<sup>136</sup> CPUC, "California Broadband Equity, Access, and Deployment (BEAD) Program," <https://www.cpuc.ca.gov/beadprogram>, accessed September 2023.

<sup>137</sup> CPUC, State of California Five-Year Action Plan: Broadband Equity, Access, and Deployment (BEAD) Program, Final Initial Draft, July 13, 2023, p. 87, ("CA BEAD Five-Year Plan"), <https://docs.cpuc.ca.gov/PublishedDocs/Efile/G000/M513/K977/513977116.PDF>.

<sup>138</sup> BEAD NOFO.

<sup>139</sup> NTIA and U.S. Department of Commerce, "Broadband Equity, Access, and Deployment (BEAD) Program: Initial Proposal Guidance," pp. 40-41, July 2023, ("BEAD Initial Proposal Guidance"), [https://broadbandusa.ntia.doc.gov/sites/default/files/2023-07/BEAD\\_Initial\\_Proposal\\_Guidance\\_Volumes\\_I\\_II.pdf](https://broadbandusa.ntia.doc.gov/sites/default/files/2023-07/BEAD_Initial_Proposal_Guidance_Volumes_I_II.pdf); BEAD NOFO, pp. 20-21, 42-43.

in marginalized or low-income communities, or could threaten affordability (i.e., if an applicant must offset the cost of a substantial match through higher end user prices)."<sup>140</sup>

Fortunately, the BEAD program does provide some flexible ways to satisfy the match requirement. Funding from a number of other federal funding programs can be used as a matching contribution if the applicant is able to obtain them,<sup>141</sup> and California's Loan Loss Reserve Fund (discussed below) can be used by eligible organizations to help to obtain loans or other financing that could cover the matching requirement. NTIA's rules would allow applicants to offer in-kind contributions as match, such as employee service contributions, equipment, computer hardware and software, and waived fees or other valuable access rights related to rights-of-way, pole attachments, conduits, easements, or access to other types of infrastructure, if the CPUC chooses to allow that in the state's BEAD program.<sup>142</sup>

The BEAD Program's first application round will not begin until mid-2024 at the earliest.<sup>143</sup> By this time, the first and likely second rounds of the FFA program will have already established deployment commitments to a significant portion of unserved locations close to existing networks. As a result, project plans designed for the BEAD program should consider how these earlier funding opportunities are likely to extend the reach of FFA- and BIA-funded networks deeper into unserved areas and provide deployment opportunities to more remote locations. Maximizing funding under these programs will require careful planning, as many areas eligible for BEAD funding are also eligible for FFA and BIA. The figure below shows the areas in Inyo County that are currently eligible for BEAD funding, before additional deployment commitments are likely to revise this map.

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<sup>140</sup> BEAD NOFO, p. 20.

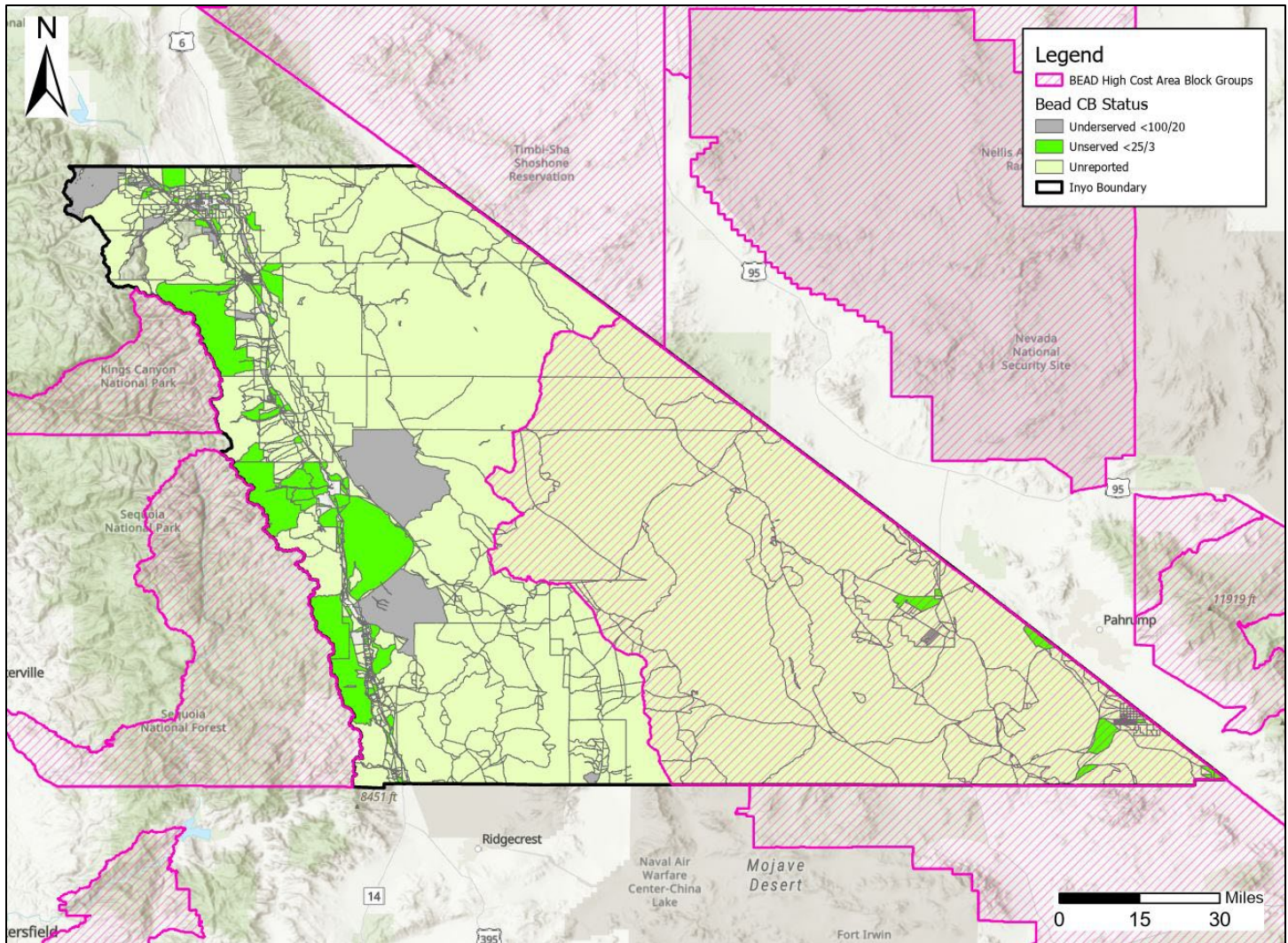
<sup>141</sup> BEAD NOFO, pp. 20-21.

<sup>142</sup> BEAD NOFO, p. 22.

<sup>143</sup> CPUC, "California Broadband Equity, Access, and Deployment (BEAD) Program," <https://www.cpuc.ca.gov/beadprogram>, accessed September 2023.



Figure 34: Areas in Inyo County Likely Eligible under the BEAD Program



Fewer locations are anticipated to be eligible under BEAD than are eligible under FFA, which considers locations receiving 25/3 Mbps or above to be eligible if service is provided over DSL or fixed wireless. The BEAD program will not likely consider locations receiving 25/3 Mbps or above as unserved, regardless of the technology providing this service (aside from unlicensed fixed wireless or satellite). There are also blocks depicted that do not have BEAD data reported but could possibly contain eligible BSLs.

A portion of BEAD-defined unserved locations are likely to be scattered in partially served census blocks, but there are a few clusters worth highlighting:

- All of the areas suggested for BIA consideration above should also be considered for the BEAD program. The Laws area in the northwestern portion of the county, the Lone Pine area, and a number of scattered unserved locations found within a few miles of US 395 throughout the county should all be considered for BEAD-funded projects. The state open-access middle mile network is planned to run near a majority of these areas as well, so while Frontier, Lone Pine Communications, and even AT&T may not be near each area, any one of the three could decide to use BEAD funding to establish itself along different portions of US 395.



- The unserved areas in the southeastern portion of the county, such as locations in and near Charleston View, Death Valley Junction, Shoeshone, Tecopa, and Sandy Valley, have been designated as BEAD high-cost areas, so projects to connect these areas will have a much lower matching requirement, if any. The CPUC may designate this area as an “extremely high cost,” which would allow fixed wireless ISPs to submit plans for high speed wireless networks capable of providing services of at least 100/20 Mbps if wireline networks to this area are not economically viable. However, the state middle mile network is planned to run along State Route 127, so many locations in this area may be able to receive fiber service to their homes.
- There are a few clusters of unserved locations west of West Bishop, particularly in the outskirts of Round Valley, Starlight, and further southwest in Aspendell. The state middle mile network will run to the intersection of W Highway 168 and Ed Powers Road. If Frontier elects to use the state middle mile network it could extend its existing fiber network to these clusters in West Bishop.

While the CPUC does not expect to have enough funding to support connectivity to all unserved locations,<sup>144</sup> there is a small chance that underserved locations may become available in a later funding round. The NTIA has recently released information about the areas that are considered “high cost,” allowing projects covering them to offer a lower matching amount than the typical 25 percent requirement. The CPUC is yet to define the program’s “Extremely High Cost Per Location Threshold,” which requires the CPUC to identify the amount of subsidy needed per location that is so high, fiber deployments to that location should not be required.<sup>145</sup> Instead, areas with a funding need above this threshold become eligible for certain fixed wireless or satellite-based projects, provided they meet certain performance standards.<sup>146</sup> If the CPUC sets this value at a sufficiently low amount, a larger number of the California’s most expensive unserved locations could be connected by these significantly less expensive technologies, which may free up enough funding to consider underserved locations.<sup>147</sup> CostQuest, the CPUC’s mapping partner, estimated the following relationship between the number locations per square mile and the average cost per location.

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<sup>144</sup> CA BEAD Five-Year Plan, p. 87.

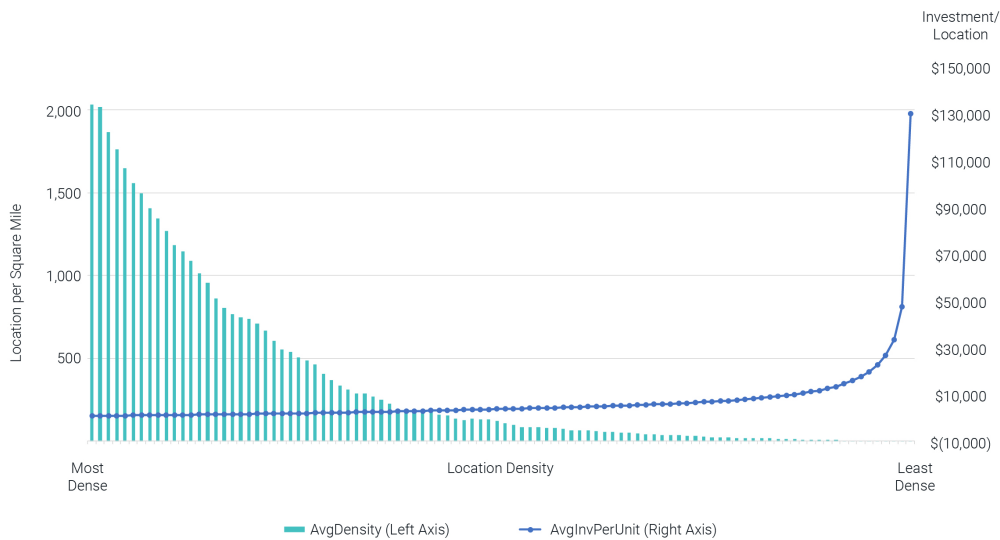
<sup>145</sup> BEAD NOFO

, p. 13. Notably, the CPUC has set the upper limit for the Broadband Infrastructure Account’s average cost per location at \$24,500, may hint at the eventual threshold it will choose. See CPUC, California Advanced Services Fund, Order Instituting Rulemaking Regarding Revisions, Decision 22-11-023, November 17, 2022, p. 38.

<sup>146</sup> See BEAD NOFO, pp. 13, 38-39.

<sup>147</sup> For example, in the 5-Year Action Plan, the CPUC expects the most expensive 12 percent of unserved and underserved locations across the state to cost an average of \$40,000 per location, representing roughly half of the \$9 billion in estimated total investment needed to connect the state. If the CPUC were to identify the Extremely High Cost Per Location Threshold as the cost per location that would separate the top 12 percent of locations from the other 88 percent, then the total cost for all location below this threshold would be \$4.84 billion. If those 12 percent of locations could be connected via wireless systems for a fraction of the cost, the combined \$3.86 billion between the FFA and the BEAD programs would likely be enough to connect all unserved locations, leaving some funding for underserved locations.

**Figure 35: CostQuest Estimate of Investment Required Per Unserved Location by Location Density<sup>148</sup>**



The CPUC estimates that the average cost to connect all but the 12 percent most costly locations to fiber-to-the-premises services to be approximately \$5,700 per location,<sup>149</sup> requiring an estimated \$4.84 billion in combined grant funding and industry investment.<sup>150</sup> In contrast, the most expensive 12 percent of locations would cost an average of \$42,600 per location. This relationship between location density and cost per location is useful to understand which locations are likely to receive special consideration for fixed wireless deployments as well.

### 6.2.2 Federal Programs with Broadband Deployment Funding Options

Though the CPUC’s Federal Funding Account, Broadband Infrastructure Account, and the California Broadband, Equity, Access, and Deployment program may offer the most compelling opportunities for network expansion in Inyo County, additional federal funding programs administered by the United States Department of Agriculture (USDA) and Universal Services Administrative Company (USAC) may also contribute to a comprehensive solution for local communities.

In 2021, the Infrastructure Investment and Jobs Act (IIJA) allocated \$635 million to the USDA Rural Utility Service’s (RUS) **ReConnect Program**, which offers several grant and/or loan-based funding options to support broadband deployments capable of at least 100/100 Mbps in rural areas.<sup>151</sup> The program is very competitive, so potential applicants should be very selective about how they choose their proposed deployment areas to achieve higher competitive application scores. The

<sup>148</sup> CostQuest Associates, California Broadband Investment Model Last Mile Funding Analysis, p. 15, April 2023, [https://www.cpuc.ca.gov/-/media/cpuc-website/divisions/communications-division/documents/broadband-implementation-for-california/ffa-webpages/ca-broadband-investment-model\\_04212023.pdf](https://www.cpuc.ca.gov/-/media/cpuc-website/divisions/communications-division/documents/broadband-implementation-for-california/ffa-webpages/ca-broadband-investment-model_04212023.pdf).

<sup>149</sup> CA BEAD Five-Year Plan, p. 87.

<sup>150</sup> CA BEAD Five-Year Plan, p. 87.

<sup>151</sup> Rural areas under this program are defined as areas that are “not located within: a city, town, or incorporated area with a population of more than 20,000 inhabitants; or an urbanized area contiguous and adjacent to a city or town that has a population of greater than 50,000 inhabitants as defined in the Agency Mapping Tool.”

USDA Rural Utilities Service (RUS), “Rural E-Connectivity Program Application Guide for Fiscal Year 2022,” pp. 6, 12-13, September 6, 2022, (“ReConnect Application Guide”), [https://www.rd.usda.gov/files/ReConnect\\_Program\\_Application\\_Guide.pdf](https://www.rd.usda.gov/files/ReConnect_Program_Application_Guide.pdf).

application process awards points for the proposed area’s level of rurality, economic needs of the community, and the relative affordability of their low-cost broadband service options.<sup>152</sup> Additional scoring priority is given to local governments, non-profits and cooperatives, and Tribal Organizations.<sup>153</sup>

The program also adjusts the matching requirements and maximum allowed funding request to fit the proposed service location’s characteristics.<sup>154</sup> If at least 90 percent of households in the proposed deployment area do not receive services at speeds of at least 25/3 Mbps, then the applicant can request the “90% unserved” option, which will avoid the standard 25 percent minimum matching requirement.

Otherwise, only 50 percent of the households in the proposed area need to be unserved at this speed, allowing applicants to construct a significant portion of their funded networks in already served areas.<sup>155</sup> Some areas meeting this criteria may nevertheless qualify to avoid the matching requirement as well. Special Area Grants are available for projects in persistent poverty areas, socially vulnerable communities, and Tribal Lands and do not require matching funds.<sup>156</sup> Table 24 provides a summary of these variations of the ReConnect program.

**Table 23: USDA RUS ReConnect Program Funding Options**

Funding Category*	Funding Type	Match	Maximum Request	Total Available***
<b>More than 90% unserved</b>	Grant	0%	\$25,000,000	\$200,000,000
<b>Special Area Grant</b>	Grant	0%	\$25,000,000**	\$350,000,000
<b>Normal Area Grant</b>	Grant	25%	\$25,000,000**	\$150,000,000
<b>50%/50% Grant and Loan</b>	Mixed	0%	\$50,000,000	\$150,000,000
<b>100% Loan</b>	Loan	0%	\$50,000,000	\$50,000,000

\*The ReConnect program refers to the normal area grant as the “100% Grant” category, but this description is somewhat misleading, because it suggests there is no match element. \*\*This amount increases to \$35,000,000 if the entire proposed deployment area is FAR Level 4. \*\*\*These amounts reflect the total amount available before the ReConnect – Round 4 funding cycle and are suggestive of the likely amounts and distribution of funding for future ReConnect funding cycles.<sup>157</sup>

<sup>152</sup> Projects proposing PFSA’s with population densities of 6 persons or less, or PFSA’s located 100 miles from a city or town that has a population greater than 50,000 inhabitants will be awarded 25 points. ReConnect Application Guide, p. 23. Economic need is determined by evaluating the proposed area’s county poverty percentage, using the United States Census Small Area Income and Poverty Estimates (SAIPE) integrated into the program’s application mapping tool. Ibid.

<sup>153</sup> ReConnect Application Guide, pp. 24-25.

<sup>154</sup> The matching funds must be secured before the award can be fully accepted. ReConnect Application Guide, pp. 12, 26.

<sup>155</sup> ReConnect Application Guide, p. 13. Locations receiving service at or above 25/3 Mbps that were already supported by the RUS are not eligible. Ibid, at 13-14.

<sup>156</sup> To qualify for this funding category, a California project can qualify in three relevant ways: At least 75 percent of the deployment area covers Persistent Poverty Counties, “defined as any county with 20 percent or more of its population living in poverty over the past 30 years” according to the ACS and the 1990 and 2000 decennial censuses; The deployment area is a Socially Vulnerable Community, with a score of 0.75 or higher on the Center for Disease Control’s Social Vulnerability Index; The deployment area is on Tribal Lands, lands held in trust for Native Americans, protected Indiana Lands, or lands owned by a Tribal Government, and the Tribal Government is proposing to provide services. ReConnect Application Guide, p. 8.

<sup>157</sup> “FAR Level 4 areas consist of rural areas that are—15 minutes or more from an urban area of 2,500-9,999 people; 30 minutes or more from an urban area of 10,000-24,999 people; 45 minutes or more from an urban area of 25,000-49,999 people; and 60 minutes or more from an urban area of 50,000 or more people.” ReConnect Application Guide, p. 7.

Normal area grants are available for all other areas that do not meet the special area or 90 percent unserved requirements and require at least a 25 percent matching contribution. An applicant may also apply for the 50%/50% Loan and Grant or 100% Loan options, which offer a very low interest rates and a substantially larger maximum request.<sup>158</sup> The 100% Loan option can be used to acquire matching funding to most of the grant funding options offered by California. These options are less competitive, with the latter also reducing or removing several application requirements to encourage its use. Unlike the ReConnect grant programs, the 100% loan option is a “first come, first served” program, so applicants that act early in the cycle stand a better chance at success.

The ReConnect grant application process is among the most challenging, with a complex portal that requires manual entry of most GIS, budget, and financial information. Applicants must demonstrate the project’s financial feasibility and sustainability by submitting detailed information about the services available in the area, the menu of ISP service offerings, expected adoption patterns, and all balance sheet information for the past five and next five years.<sup>159</sup> Thankfully, some pre-application costs, including expenses necessary to develop the project’s network design, financial projections, and other application preparation efforts, are eligible for reimbursement if the applicant is successful.<sup>160</sup> Note that the ReConnect program has tended to update its rules for each funding round, so some of these details may change for ReConnect Round 5, which is expected to open in the fall of 2023.<sup>161</sup>

The USDA’s **Community Connect Grant Program** offers up to \$5 million to deploy broadband networks capable of at least 100/20 Mbps to a single, contiguous rural area that currently lacks access to fixed 25/3 Mbps service, provided that the project also include the improvement, expansion, construction, or acquisition of at least one community center that provide broadband accessibility to the public.<sup>162</sup> The cash matching requirement is only 15 percent, which makes it an appealing option for applicants without substantial financing resources.<sup>163</sup> The program’s most recent funding cycle ended on June 20, 2023,<sup>164</sup> but the program is expected to be offered again in the future.

The program requires that the proposed project include at least 2 new computer access points and wireless access at the community center, which also must receive at least 2 years of free broadband service.<sup>165</sup> The program is more likely to select projects that demonstrate strong local community support, public safety connectivity needs, and the area’s educational and health care challenges, particularly as they relate to distance learning and telehealth. The application also considers the proposed deployment area’s economic challenges, including low household income, unemployment data, and employment by sector, to better understand the deployment’s potential economic impact.<sup>166</sup>

**E-Rate Special Construction Projects:** USAC allows eligible entities, such as schools and libraries to request funding from the E-Rate program to develop special construction projects that will deploy fiber connecting them to middle mile networks.<sup>167</sup> Eligible E-Rate entities can use the standard E-Rate procurement process (an RFP along with a form 470 posting) to choose

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<sup>158</sup> The loan program’s interest rate is set at 2 percent, while the 50/50 Grant and Loan option’s interest rate is set at the equivalent interest rate for U.S. Treasury securities. ReConnect Application Guide, pp. 8, 10.

<sup>159</sup> ReConnect Application Guide, p. 12.

<sup>160</sup> ReConnect Application Guide, pp. 14-15.

<sup>161</sup> See ReConnect Application Guide, p. 28.

<sup>162</sup> USDA RUS, “Community Connect Grant Program Application Guide-FY 2023,” pp. 5, 7, 12, Match 20, 2023, (“Community Connect Application Guide”), <https://www.rd.usda.gov/media/file/download/ccapplicationguidefy23.pdf>.

<sup>163</sup> Community Connect Application Guide, pp. 12-13.

<sup>164</sup> Community Connect Application Guide, p. 4.

<sup>165</sup> Community Connect Application Guide, p. 10.

<sup>166</sup> Community Connect Application Guide, p. 23.

<sup>167</sup> Universal Service Administrative Company, “Fiber – Summary Overview,” <https://www.usac.org/e-rate/applicant-process/before-you-begin/fiber-summary-overview/>, accessed September 2023.

a provider of Leased Lit Fiber, Leased Dark Fiber or Purchased “Self-Provisioning Fiber.”<sup>168</sup> If an E-Rate-eligible entity positions the procurement correctly, an E-Rate-eligible service provider (a service provider with a SPIN/498 ID)<sup>169</sup> can also utilize additional fiber installed during the construction process to provide service to the community or communities in the vicinity.<sup>170</sup>

These projects can be combined with other deployments to reduce the overall cost of construction by taking advantage of “dig once” opportunities, reducing the cost of trenching incurred by the ISP or other parties. Eligible CAIs that do not yet receive symmetrical 1 Gbps services should strongly consider this option. Potential projects must show that the chosen special construction strategy will cost less over the life cycle of the proposed infrastructure than other options.

**Figure 36: E-Rate special construction options and eligible costs**<sup>171</sup>

Leased Lit Fiber	Leased Dark Fiber	Self-Provisioned Networks
<ul style="list-style-type: none"> <li>■ Monthly recurring charges</li> <li>■ Basic installation charges</li> <li>■ Special construction charges</li> <li>■ Network equipment</li> </ul>	<ul style="list-style-type: none"> <li>■ Recurring dark fiber lease or indefensible rights of use (IRU) payments</li> <li>■ Maintenance and operations (M&amp;O) charges</li> <li>■ Basic installation charges</li> <li>■ Special construction charges</li> <li>■ Network equipment</li> </ul>	<ul style="list-style-type: none"> <li>■ Maintenance and operations (M&amp;O) charges</li> <li>■ Special construction charges</li> <li>■ Network equipment</li> </ul>

<sup>168</sup> “Dark Fiber, Self-Provisioning Fiber and Special Construction,” USAC, included in Pennsylvania E-rate Coordinator’s cultivated ListServ, October 4, 2021, <http://e-ratepa.org/wp-content/uploads/2020/10/4-4-Fiber-Eligibility-2021.pdf>, accessed November 2023.

<sup>169</sup> USCA, “Obtain a Service Provider Identification Number (SPIN),” <https://www.usac.org/e-rate/service-providers/step-1-obtain-a-spin/>, accessed November 2023.

<sup>170</sup> FCC, Modernizing the E-rate Program for Schools and Libraries, WC Docket No. 13-184, Second Report and Order and Order on Reconsideration, December 19, 2014,

<https://docs.fcc.gov/public/attachments/FCC-14-189A1.pdf>

<sup>171</sup> Ibid.

## 6.3 Funding Opportunities that Complement Deployment Projects

A grant award supporting network construction is often one of many necessary steps to connecting a community. As deployment programs become increasingly common, companion programs that help awardees secure necessary financing or extend a network to individual, hard-to-reach locations have become available to remedy these potential hurdles.

### 6.3.1 Financing Programs

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A few programs expand the range of financing strategies available to applicants of other projects, helping them to satisfy match requirements or reduce interest-related costs. The CPUC's **California Loan Loss Reserve Fund** will provide eligible organizations, including non-profits, electrical cooperatives, local and county governments, joint powers authorities, and other local or regional public entities, with the ability to obtain credit rating enhancements and provide support for timely debt payments.<sup>172</sup> This program has a total of \$750 million to enable local governments and nonprofits to secure financing for broadband infrastructure.

The program prioritizes projects that will construct last-mile service that have received an award from another state or federal funding program. To assess the credit enhancement needed, the CPUC will rely on financial projections produced by either a third-party accredited municipal advisor or assessments from a credit rating agency.<sup>173</sup> To be eligible for this credit enhancement, projects must be completed in 36 months, and the resulting network must also be capable of delivering 100/100 Mbps to end-users, or 100/20 Mbps where the prior requirement is not feasible due to physical limitations, as is consistent with other last-mile funding opportunities administered by the CPUC.<sup>174</sup> While projects executed by public-private partnerships can receive support under the Loan Loss Reserve Fund, the resulting network must be owned by the public or non-profit partner to be eligible.<sup>175</sup>

A few federal programs, such as the USDA's **ReConnect** program (discussed above), offer loans with very low interest rates to construct broadband in eligible areas.<sup>176</sup> These loans can sometimes be used as matching funding in conjunction with another last-mile program, such as the upcoming BEAD program.<sup>177</sup> Under another program, the **OneRD Guarantee Loan Initiative** (formerly the "Business and Industry (B&I) Guaranteed Loan Program), the USDA can guarantee loans to a variety of organizational types to support broadband deployments in USDA-defined rural areas.<sup>178</sup> This program accepts applications year-round.<sup>179</sup> Additionally, the Treasury Department's **New Market Tax Credit** program encourages the creation of

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<sup>172</sup> CPUC, "Broadband Loan Loss Reserve Fund Program Guidelines – Revised Staff Proposal," p. 10, June 21, 2023, ("Loan Loss Reserve Fund Guidelines Proposal"), <https://docs.cpuc.ca.gov/PublishedDocs/Efile/G000/M511/K719/511719252.PDF>; <https://www.cpuc.ca.gov/industries-and-topics/internet-and-phone/broadband-implementation-for-california/loan-loss-reserve-fund>.

<sup>173</sup> CPUC, "Broadband Loan Loss Reserve Fund Program Guidelines," p. 4, September 28, 2023, ("Loan Loss Reserve Fund Guidelines"), <https://docs.cpuc.ca.gov/PublishedDocs/Efile/G000/M520/K495/520495866.PDF>.

<sup>174</sup> *Ibid.*, p. 6.

<sup>175</sup> *Ibid.*, p. 11.

<sup>176</sup> CPUC, "Loan Loss Reserve Fund," <https://www.usda.gov/reconnect/program-overview>, accessed September 2023.

<sup>177</sup> BEAD NOFO, p. 21.

<sup>178</sup> This program defines a rural area as "Rural areas not in a city or town with a population of more than 50,000 inhabitants." USDA RUS, "Business & Industry Loan Guarantees," <https://www.rd.usda.gov/programs-services/business-programs/business-industry-loan-guarantees#overview>, accessed September 2023.

<sup>179</sup> *Ibid.*

Community Development Entities that can offer investors to receive tax credits in exchange for capital necessary for local projects operating in low-income communities.<sup>180</sup>

### 6.3.2 Wiring to/through Buildings

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A majority of locations still unserved by fiber or cable technologies tend to be located several blocks or even miles away from the nearest fiber infrastructure. To become served, these locations need new fiber networks to be constructed along their roads, connecting the households that run along these streets. However, in some instances, these street-level “passings” are not enough. Some buildings remain unserved because they are far away from the wireline infrastructure that runs along the nearest street. To solve this “long drop” problem, the ISP or the building owner would have to spend thousands of dollars to deploy a line connecting the building to the network.

The State of California has developed the innovative **CASF Line Extension Program** to deal with this problem for low-income Californians. The program will provide up to \$9,300 per qualified unserved household to connect the location to a nearby wireline network, and up to \$500 for fixed wireless equipment and installation.<sup>181</sup> Households must demonstrate that they are enrolled in the California LifeLine or CARE Programs or may demonstrate that they otherwise meet the qualifying low-income threshold.<sup>182</sup> Notably, residents themselves can apply for this funding, or an ISP can apply on behalf of the household. Applications are accepted on an ongoing basis, allowing Californians to seek funding to connect their homes as soon as the need and presence of a nearby network are identified.

Publicly supported housing that suffers from poor, unreliable, or outdated wiring inside buildings will be eligible for the **CASF Broadband Public Housing Account Program**, which provides funding for the network engineering and designs, networking equipment, and labor necessary to install modern broadband equipment capable of supporting all units in the building.<sup>183</sup> This opportunity will reimburse up to 100 percent of costs associated with eligible rewiring projects.<sup>184</sup> As an added benefit, the ISP receiving the funding must offer free broadband service to residents.

## 6.4 Mapping and Challenge Processes

California’s last-mile deployment grant programs discussed above rely on a combination of the FCC’s new National Broadband Map and their own broadband mapping efforts to determine which locations are eligible for their programs. Both of these mapping programs have improved upon the earlier broadband availability mapping methods used throughout the 2010s. The FCC’s prior mapping effort, the Form 477 broadband information program, identified only the speed ranges of advertised internet services available on each census block. An ISP could claim that an entire census block was served if it

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<sup>180</sup> U.S. Department of the Treasury –Community Development Financial Institutions Fund, “New Market Tax Credits Program,” <https://www.cdfifund.gov/programs-training/programs/new-markets-tax-credit>, accessed September 2023.

<sup>181</sup> CPUC, “CASF Broadband Infrastructure Grant Account –Line Extension Program Pilot Application Requirements and Guidelines,” p. 2, April 2019, (“CPUC Line Extension Program Guidelines”), <https://www.cpuc.ca.gov/-/media/cpuc-website/divisions/communications-division/documents/casf-infrastructure-and-market-analysis/line-extension-program/lep-rules-appendix-extracted-from-d1904022.pdf>.

<sup>182</sup> Ibid.

<sup>183</sup> CPUC, “Broadband Public Housing Account Revised Application Requirements and Guidelines,” pp. 1-5, May 24, 2022, (“Broadband Public Housing Account Guidelines”), <https://www.cpuc.ca.gov/-/media/cpuc-website/divisions/communications-division/documents/casf-adoption-and-access/bpha/bpha-guidelines.pdf>.

<sup>184</sup> Ibid.



could provide service to a single location within that block,<sup>185</sup> so unserved locations in partially served census blocks could not be identified for inclusion in grant programs.

Since mid-2022, the FCC's new Broadband Data Collection program has required ISPs to provide address-by-address service availability information twice a year. For each "broadband serviceable location" (BSL), ISPs provide information about the type of internet technology offered, the maximum advertised download and upload speeds available, and whether residential or business services are offered at the location.<sup>186</sup> California has aligned its service reporting requirements with this program, requesting that facilities-based ISPs submit this information to the CPUC directly.<sup>187</sup> The CPUC also requires that ISPs submit subscriber data as well,<sup>188</sup> which is used to provide additional validation that service is available at a location.

While the location-based information is a significant improvement over prior efforts, these two updated map programs still rely on ISP self-reports, which can be problematic. ISPs sometimes mischaracterize the services they provide to a location or even an entire area,<sup>189</sup> with a few ISP mischaracterizations even being explicitly attributed to restricting competitors' grant-based deployment efforts.<sup>190</sup> As a result, the two mapping programs have created opportunities to allow ISPs, municipalities, and sometimes other interested parties to submit mapping "challenges." Once filed, the ISP whose service claim is challenged is able to submit additional evidence to validate its original submission. The map's administrator, either the CPUC or the FCC, will then evaluate the competing claims, sometimes send out engineers to inspect the situation directly, and make a determination about the actual level of service.

While at least a few instances of mischaracterized services seem to result from anticompetitive intent, other mischaracterizations are more benign and harder to identify systematically. DSL-based service mischaracterizations are often the result of assuming that older copper-based telephone networks can still deliver consistent performance over aging infrastructure. Some ISPs have begun to remedy this issue by beginning to phase out their DSL services,<sup>191</sup> while others leave existing DSL customers with potentially unreliable service.

Fixed wireless services are similarly problematic. FCC requires that fixed wireless companies use wireless propagation modelling to ensure that their coverage claims reasonably match the potential reach of the technologies and frequencies used, but these methods do not necessarily account for all obstructions and issues that can hinder service availability or

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<sup>185</sup> ISPs could report connectivity to a census block if they could provide services to at least one household within that census tract "without an extraordinary commitment of resources" "within a service interval that is typical for that type of connection." FCC, "FCC Form 477 Local Telephone Competition and Broadband Reporting," December 6, 2016, p. 17, <https://transition.fcc.gov/form477/477inst.pdf>.

<sup>186</sup> FCC, "Data Specifications for Biannual Submission of Subscription, Availability, and Supporting Data," November 10, 2022, pp. 20-22.

<sup>187</sup> CPUC, "Broadband Data Submission Guidelines and Templates," <https://www.cpuc.ca.gov/industries-and-topics/internet-and-phone/broadband-mapping-program/broadband-data-submission-guidelines-and-templates>, accessed September 2023; CPUC, "Data Format for Fixed Broadband Deployment by Address," revised January 2023, <https://www.cpuc.ca.gov/-/media/cpuc-website/divisions/communications-division/documents/casf-infrastructure-and-market-analysis/broadband-data-collection-documents-and-templates/data-format-for-fixed-broadband-deployment-by-address-2023.pdf>.

<sup>188</sup> CPUC, "Data Format for Fixed Broadband Deployment by Address."

<sup>189</sup> E.g., Jon Brodtkin, "AT&T Gave FCC False Broadband-Coverage Data in Parts of 20 States," *Ars Technica*, April 17, 2020, <https://arstechnica.com/tech-policy/2020/04/att-gave-fcc-false-broadband-coverage-data-in-parts-of-20-states/>; Jon Brodtkin, "After Defending False Data, Comcast Admits Another FCC Broadband Map Mistake," *Ars Technica*, February 23, 2023, <https://arstechnica.com/tech-policy/2023/02/comcast-could-have-avoided-giving-false-map-data-to-fcc-by-checking-its-own-website/>; Federal Trade Commission, "FTC Takes Action Against Frontier for Lying about Internet Speeds and Ripping Off Customers Who Paid High-Speed Prices for Slow Service," May 5, 2022, <https://www.ftc.gov/news-events/news/press-releases/2022/05/ftc-takes-action-against-frontier-lying-about-internet-speeds-ripping-customers-who-paid-high-speed>.

<sup>190</sup> Jon Brodtkin, "ISP Admits Lying to FCC about Size of Network to Block Funding to Rivals," *Ars Technica*, February 2, 2023, <https://arstechnica.com/tech-policy/2023/02/cable-company-tries-to-block-grants-to-rivals-by-lying-about-coverage-area/>; Jon Brodtkin, "Cable Company's Accidental Email to Rival Discusses Plan to Block Competition," *Ars Technica*, November 17, 2022, <https://arstechnica.com/tech-policy/2022/11/cable-companys-accidental-email-to-rival-discusses-plan-to-block-competition/>.

<sup>191</sup> E.g., Rob Pegoraro, "AT&T Shelving DSL May Leave Hundreds of Thousands Hanging by a Phone Line," *USA Today*, October 3, 2020, <https://www.usatoday.com/story/tech/columnist/2020/10/03/att-dsl-internet-digital-subscriber-line-outdated/5880219002/>; Farah Javed, "Verizon's Aging Copper Lines Leave Customers Hung Up With Frustration," *The City*, February 4, 2022, <https://www.thecity.nyc/2022/2/3/22915176/verizon-copper-lines-customers-frustration>.



reliability. In many otherwise unserved areas, mobile internet service providers can now claim that 5G and 4G-LTE-based fixed wireless services can provide reliable broadband with speeds of at least 25/3 Mbps, further complicating matters. Fixed wireless services are often even more difficult to challenge, because there is no physical infrastructure outside of each location for engineers to evaluate, removing one of the most effective challenge strategies available against wireline ISPs.

County and local governments must work with members of their communities and interested ISPs to understand the patterns of ISP service mischaracterizations and develop challenges to ensure that unserved and underserved locations in Inyo County can be identified and reclassified as eligible for the major influx of broadband funding over the next few years. This section will review the types of challenges, how they relate to the main funding programs, and what counties and municipalities can do to develop crowd-sourced information that can be used to submit challenges.

### 6.4.1 Overview of Challenge Processes

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The FFA, BEAD program, and federal programs each have their own challenge processes, so potential applicants should be aware of which mapping source is used by each program and how service availability can be challenged. There are four general types of challenges:<sup>192</sup>

- **Service availability errors:** At least one service option detail, such as the advertised speed, technology (DSL, cable, fiber, etc.), or service type (residential or business), offered at the location does not match the service information presented on the map.
- **Service performance errors:** The actual speed or latency of the service does not reliably match the subscriber's service plan and conflicts with the service information presented on the map.
- **Location information error:** The information about the location, such as its address, position on the map, number of households at the location, or its status as a residence, business, or community anchor institution, does not match the location information presented on the map.
- **Enforceable commitment status error:** The location is either classified as included within a deployment project that is subject to an enforceable commitment, such as a grant agreement or reverse auction award, but is not, or the location is classified as not part of such an agreement but is marked as ineligible for this reason.

Not all of these challenge types are available under each program. For example, the FCC challenge process has not been adequately designed to handle actual service performance errors, while the BEAD program cannot consider location information errors. The NTIA required that state BEAD administrators have their own state-administered challenge processes to ensure that the states could provide additional challenge options not necessarily present in the FCC process.

Of the three main challenge processes, the FFA challenge process may be the most applicant-friendly, because a wider range of challenge information can be submitted as part of the application itself, and by default, challenged ISPs have a more limited time to respond.<sup>193</sup> The BEAD challenge process is more robust, with definite evidentiary requirements, and will occur during a specific time during the first half of 2024.<sup>194</sup> While the FCC's National Broadband Map challenge process still does not allow individuals to challenge actual service performance errors, this map is still used as the primary source to identify eligible deployment areas for federal agency programs, such as the USDA's ReConnect program and the BEAD program.

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<sup>192</sup> See, e.g., NTIA and U.S. Department of Commerce, "BEAD Model Challenge Process," pp. 13-17, 2023, <https://www.ntia.gov/sites/default/files/2023-09/bead-model-challenge-process.zip>.

<sup>193</sup> FFA Guidelines, pp. A-15 to A-16, A-21 to A-23.

<sup>194</sup> NTIA and U.S. Department of Commerce, "BEAD Model Challenge Process."

### 6.4.2 Local Challenge Strategies

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Municipalities have an important role to play to help ensure that all un- and underserved areas within their jurisdictions are eligible for grant funding. With two separate maps and at least three challenge processes, municipalities can sort through this complexity and serve as vital coordinators of community action, encouraging people within their jurisdictions to participate in the right efforts to fix erroneous service claims at their homes. Municipalities interested in identifying mischaracterized locations can adopt three core strategies.

**Review the broadband maps closely:** Municipalities should review the CPUC's map and FCC's National Broadband Map closely to check whether the ISPs' self-reported service areas seem to match with the experiences of their communities. Section 4 uses information from the FCC map, so close review of the materials in that section will help to guide this process. There are five distinct error patterns that this review may identify.

- **Missing locations:** While it is hard to discover individual missing locations, larger missing clusters, such as new residential communities, may not yet have been integrated into the National Broadband Fabric. ISPs have a strong incentive to add these areas to the fabric themselves, but municipalities should note the issue and consider submitting a bulk location challenge to the FCC, using their permitting information to verify the existence of new households.
- **Broadband signal-based issues:** While the areas served by each technology should be scrutinized, municipalities should look more closely at DSL and fixed wireless coverage to identify whether there are service issues related to weak or unreliable signals. DSL networks in some areas still use older infrastructure and wiring installed in the prior century. Without replacement, smaller sections of these networks can become unreliable somewhat sporadically, introducing reliability issues that are hard for the ISP to identify, track, and report to the FCC and CPUC. As a result, the ISP may reasonably believe that all locations are served, but consumers may have different experiences. Similarly, fixed wireless companies rely upon wireless propagation models to justify their service area claims, but some obstructions, such as trees, hills, and other buildings may hinder the signal from reaching all locations within the area predicted by the model.
- **Erroneous network location claims:** ISPs have a difficult task of interpreting a massive amount of network infrastructure and customer service information. When this information is converted to GIS data, errors may sometimes occur, and the ISP may claim that certain locations are or can be connected within 10 business days when they cannot. These errors may result in certain side streets or sections of longer rural roads being misclassified as served when the network may not actually be close enough to many locations.
- **"Long drops" – locations far from the nearest road:** As discussed in Section 6.2.3 above, some buildings remain unserved because they are far away from the wireline infrastructure that runs along the nearest street. Their driveways may be long, or they may be placed along dirt road easements onto which the ISP did not install infrastructure. In these situations, the ISP will often request several hundred or even thousands of dollars to perform the initial installation. The ISP may generate its service area claims by identifying the roads containing its infrastructure and assuming all passed addresses are serviceable. In many rural communities, this assumption will classify locations with long drops as served when they are not.
- **Wiring problems in apartments:** Older apartment buildings and other multi-tenant environments (MTEs)/Multiple Dwelling Units (MDUs) often rely on older wiring that may have originally been installed to provide basic telephone service. Service to some units may suffer from older cables. In many of these buildings, new wiring to connect the outside cables to each unit can be expensive to install, a problem that generally increases with each additional floor. ISPs that claim service to each building passed by their networks may claim these buildings are served when the internal wiring has not been installed or may not be aware of the condition of the internal wiring.

**Encourage the right community actions:** The municipality should generally encourage everyone to look at the broadband maps if they are not happy with their broadband service options. However, depending upon the patterns of errors identified in the map, the municipality may want to encourage members of its community to focus on specific efforts.

- ➔ **Promote participation in the FCC and CPUC challenge processes:** On their websites and at appropriate public events, municipalities can provide the public with information about the FCC and CPUC online map portals and encourage them to see what services are claimed to be available at their households. The municipality can also explain the importance of these consumer challenges and how easy it is to submit information on those websites directly.
- ➔ **Listen to community issues:** The initial review of the broadband maps should be complemented by conversations with community broadband leaders and CAIs who may have more details about some of the ISPs' service claims and can promote participation in the FCC's and CPUC's consumer challenge processes. These discussions may identify some of the error patterns discussed above, which should guide any collective action.
- ➔ **Develop outreach strategies to participate in coordinated efforts:** Once the municipality has identified an error pattern, it can reach out to households likely to be suffering from the same type of service mischaracterization. This more targeted participation strategy will provide the FCC or CPUC with multiple instances of the same problem within an area, which may encourage them to investigate the situation further and discover the extent of the mischaracterization beyond the individual challenges submitted to them.

**Develop "bulk challenge" submissions:** In some cases, the error pattern may encourage the municipality to work with the community to develop a "bulk challenge" submission, which would contain information about the misclassification of many different locations across an area. These bulk challenges have a few added benefits. First, they implicitly allege that a pattern of mischaracterization is occurring, which may encourage additional investigations. Second, they allow the municipality to create a more consistent data set identifying a reoccurring problem. Third, they serve as an additional opportunity for quality control, with crowdsourced information able to be requested with greater specificity and reviewed before submission to identify opportunities to improve the clarity of the data. While these bulk challenges are available to address most challenge claims, they are particularly useful in the following three contexts.

- ➔ **Speed testing efforts:** ISPs facing poor speed test results can often claim that the tests were performed over weak or slow Wi-Fi networks or were otherwise influenced by factors that muddle the results. A municipality or other organization developing a bulk challenge filing can request that participants explain additional details about their testing circumstances, submit multiple testing outcomes across different times and days, or even require that some testing be performed over a direct wireline connection to the modem. These strategies reinforce the impact of bad speed test outcomes and foreclose some of the counterarguments that ISPs may make about their services.
- ➔ **Areas where ISP does not actually offer service on its website:** Once the municipality has information about an ISP claiming to serve an area on the maps but not actually offering services to addresses in that area on its own website, it can develop data to demonstrate the pattern. It can request that residents send in screen captures the ISP's website showing both the address being checked and the services offered at that location, then have staff perform a similar check for services at neighboring addresses.
- ➔ **Areas without an ISP's claimed infrastructure:** Some service claims can best be refuted by sending a qualified broadband technician into an area and taking photos of the infrastructure available. In many cases, entire side streets marked as served can be demonstrated to be unserved if the technician can demonstrate there is no corresponding infrastructure.

More information about the types of challenges is provided below, along with additional information about how municipalities, and in some cases, other organizations can develop these bulk challenges.

### 6.4.3 FFA Challenges

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Within the California Federal Funding Account application itself, the program allows applicants to revise location eligibility classifications by providing additional evidence that demonstrates the location has been misclassified as ineligible on the FFA's eligibility map. While applicants can challenge service availability errors, the program's list of suggested evidence primarily focuses on service performance errors, allowing applicants to submit<sup>195</sup>:

- Speed test data from the CalSPEED test or other platforms, such as Ookla
- Data contesting reliability of service
- Interviews and testimonial from the impacted community and other qualitative information
- Other available data, including federal or state-collected data

The program suggests that this data can be gathered in a crowdsourced manner, with individual users running speed tests and providing testimonials of their service experiences to a single organization to be organized and analyzed as a group.<sup>196</sup> The program also encourages individuals to submit their conflicting service information as feedback on the California Interactive Broadband Map directly.<sup>197</sup> The CPUC's official Federal Funding Account map includes a "Search and Give Feedback" tab on the top-left of the screen and the ability to provide feedback on individual location hexes, which allows individuals to provide information that contradicts the map's current service claims.<sup>198</sup> These comments "will be considered with any applications that include areas for which a comment was submitted. Comments will also be evaluated on an ongoing basis."<sup>199</sup>

Once the FFA applications are submitted and the proposed service areas are made public, ISPs may respond to these challenges and issue their response within 14 days.<sup>200</sup> Interestingly, the program's challenge response requirements are among the most vigorous and specific, requiring that the ISP submit documented evidence of the service area, such as permits, easements, pole attachments, and/or pictures of the infrastructure and may submit billing statements of customers in the area.<sup>201</sup> The ISP may also submit challenges identifying "a policy or statutory requirement that the application has contravened,"<sup>202</sup> which adds risk to application strategies that appeal to the CPUC for special consideration against its default rules.

### 6.4.4 BEAD Challenges

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While the CPUC's BEAD challenge process has not been finalized, there is enough information about its likely design to allow municipalities to begin to plan their challenge strategies. As part of the CPUC's required BEAD Initial Proposal Submission, it must describe to the NTIA the process it intends to use to conduct its own challenge process to the FCC's mapping

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<sup>195</sup> FFA Guidelines, pp. A-15 to A-16.

<sup>196</sup> See *ibid.*

<sup>197</sup> CPUC, "Broadband Public Feedback," <https://www.cpuc.ca.gov/industries-and-topics/internet-and-phone/broadband-mapping-program/broadband-public-feedback>, accessed September 2023.

<sup>198</sup> CPUC, "Federal Funding Account Public Map," <https://federalfundingaccountmap.vetro.io/>, accessed September 2023.

<sup>199</sup> FFA FAQ, p. 4; CPUC, "Federal Funding Account Public Map User Guide," p. 5, June 2023, <https://www.cpuc.ca.gov/-/media/cpuc-website/divisions/communications-division/documents/broadband-implementation-for-california/priority-areas-webpage/public-map-user-guide.pdf>.

<sup>200</sup> FFA Guidelines, p. A-21. The CPUC may extend this deadline as well. *Ibid.*

<sup>201</sup> FFA Guidelines, p. A-22.

<sup>202</sup> FFA Guidelines, pp. A-21 to A-22.

information.<sup>203</sup> The NTIA has provided states, such as California, with a “Model Challenge Process,” which is designed to help them to comply with the long list of process requirements that NTIA has placed on it.

The Model Challenge Process identifies who may submit challenges and what challenges may be submitted, while suggesting submission timelines. As soon as the CPUC publishes the list of all unserved and underserved locations that it must provide to the NTIA, nonprofit organizations, units of local and tribal governments, and broadband service providers will have 30 days to submit their challenges.<sup>204</sup> Once submitted, the challenged ISPs will have 30 days to respond to the challenge, after which the CPUC has 30 days to evaluate the challenge and make a final determination. To request that a location’s status be changed to “unserved” or “underserved,” Challengers may submit the following challenge types:<sup>205</sup>

**Table 24: BEAD Challenge Process Types**

Challenge Type	Description	Evidence Examples
<b>Availability</b>	Service identified in data is not offered at the location	Website service offering screenshots; ISP message denying service, demonstrating failure to install service within 10 business days, or requesting excessive installation fee; pictures demonstrating no corresponding infrastructure
<b>Technology</b>	Technology identified in data is not offered or available	Manufacturer and model number of residential gateway (CPE) that demonstrates the service is delivered via a specific technology
<b>Speed</b>	Actual speed of the service tier falls below the unserved or underserved speed	Speed test performed by subscriber demonstrating performance below 25/3 or 100/20 Mbps; evidence of subscription to faster service plan
<b>Latency</b>	Round-trip latency of the service exceeds 100 ms	Speed test performed by subscriber demonstrating latency above 100 ms
<b>Data cap</b>	ISP mandates data cap of 600 GB per month or less	Screenshot or billing statement of ISP establishing impermissible data cap
<b>Business service</b>	Location is residential but is only offered business service	Website service offering screenshots
<b>No enforceable commitment</b>	Location is marked as covered by an enforceable commitment but is not	Evidence demonstrating that location is not included in corresponding funding program or otherwise rebutting the claim of deployment obligation

The Model Challenge Process also offers two optional sets of rules that states may adopt. The first provides a more detailed set of speed test requirements and a list of the different methods to perform a speed test, varying from a measurement made directly from the customer premises equipment to a typical consumer speed test conducted online near a Wi-Fi router.<sup>206</sup> This optional set of rules requires that failing speed test outcomes occur on three separate days, which will hinder the ability

<sup>203</sup> NTIA, “Bead Challenge Process Policy, <https://internet4all.gov/bead-challenge-process-policy>, accessed September 2023.

<sup>204</sup> U.S. Department of Commerce and NTIA, “BEAD Model Challenge Process,” 2023, p. 12, <https://www.ntia.gov/sites/default/files/2023-09/bead-model-challenge-process.zip>.

<sup>205</sup> Ibid, at pp. 13-17.

<sup>206</sup> Ibid, at pp. 18-20.

for municipalities to use crowd-sourced data from their residents. These speed test outcomes also cannot occur more than 60 days before the start of the challenge period, requiring that crowd-sourced efforts occur within a very specific timeframe.

The second optional set of rules allows challengers to develop “Area Challenges,” which will encourage them to use coordinated crowd-sourcing of data to submit the same challenge type from at least 6 locations within a census block group to obligate the ISP to demonstrate it actually does offer services meeting that claim across that area.<sup>207</sup> If the CPUC adopts this option, it will be a potent tool that will magnify the efforts of local coordination efforts, potentially allowing a municipality and its community members to challenge entire areas of unreliable services instead of challenging only the statuses of individual locations. This option also provides apartments and other multiple dwelling units (MDUs) with the ability to challenge services across the building by gathering evidence demonstrating the challenge from at least 10 percent of units or 3 units, whichever is greater.

### 6.4.5 FCC Challenges

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While the FFA and BEAD challenge processes will help ensure the eligibility of un- and underserved locations mischaracterized by ISPs for those programs, the FCC challenge process will be ongoing and will play a role in determining location eligibility in future federal broadband infrastructure grant programs. The challenge submission process is also available to individual consumers and provides a well-designed web interface that allows them to submit screenshots, pictures, and other evidence directly. The FCC’s process is the only way to challenge the location fabric as well, making it the essential route to correct location information. Individuals or organizations can submit information demonstrating that a broadband serviceable location (BSL):

- Has been omitted from the fabric
- Is not a BSL
- Features errors about the corresponding address, building type, and/or number of units
- Has the wrong location coordinates information

Individuals or organizations can also challenge availability claims under the following options:

- Provider does not offer the speed(s) reported to be available at this location
- The actual speeds of this service do not match its advertised speed
- Provider does not offer the technology reported to be available at this location
- Provider denied a request for service
- Provider failed to schedule a service installation within 10 business days of request
- Provider did not install the service at the agreed-upon time
- Provider requested more than the standard installation fee to connect service

Individual applicants are invited to upload evidence of these claims, such as screenshots of the ISP’s website containing both the resident’s address and the services offered at the location or copies of messages sent by the ISP denying requests for services. Consumers are also invited to describe the situation and explain their evidence in an accompanying text box.

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<sup>207</sup> Ibid, at pp. 17-18.

The FCC provides organizations with the opportunity to submit *bulk challenges* as well. There are several submission options, with the FCC inviting organizations to develop engineering evidence that evaluates the infrastructure in a given region or collect crowdsourced information about consumers' service issues.<sup>208</sup> The crowdsourced information option generally requires that individuals provide the organization with much of the same information that is required by the FCC, so it may not be a particularly attractive option unless the organization has collected the information for another reason, such as to file a BEAD challenge.

Unfortunately, the FCC does not currently offer a way to challenge actual service speeds, making the BEAD challenge process's speed test option more important in this regard. Residents can submit customer complaints identifying that "[t]he actual speeds of this service does not match its advertised speed." Users submitting these actual performance claims are taken to a separate consumer complaints page that falls outside of the actual National Broadband Map challenge process page. Similarly, bulk challenges submitting speed test data to demonstrate that "performance of the fixed broadband service does not match its advertised speed" are categorized as a "Crowdsourced Data" submission, not a formal challenge.<sup>209</sup> ISPs are under no obligation to respond, but the FCC explains that this speed test information "may be used by the FCC to identify instances or patterns of potentially inaccurate or incomplete data that warrant further investigation or review" by the FCC,<sup>210</sup> a process that has not been described in detail.

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<sup>208</sup> See FCC, "Broadband Data Collection: Data Specifications for Bulk Fixed Availability Challenge and Crowdsourced Data," pp. 1, 6-9, November 17, 2022, <https://us-fcc.app.box.com/v/bdc-bulk-fixed-challenge-spec>.

<sup>209</sup> FCC, "Broadband Data Collection: Data Specifications for Bulk Fixed Availability Challenge and Crowdsourced Data," November 17, 2022, [https://m.box.com/shared\\_item/https%3A%2F%2Fus-fcc.app.box.com%2Fv%2Fbdc-bulk-fixed-challenge-spec](https://m.box.com/shared_item/https%3A%2F%2Fus-fcc.app.box.com%2Fv%2Fbdc-bulk-fixed-challenge-spec).

<sup>210</sup> FCC, "Differences between Bulk Fixed Availability Challenge Data and Crowdsourced Data," November 17, 2022, <https://help.bdc.fcc.gov/hc/en-us/articles/10390788241307-Differences-between-Bulk-Fixed-Availability-Challenge-Data-and-Crowdsourced-Data>.





SECTION

# 07

**FOSTERING A HEALTHY BROADBAND  
DEPLOYMENT ENVIRONMENT: PERMITTING,  
COORDINATION, AND OTHER LOCAL POLICIES**



Historically unserved and underserved areas tend to pose economic challenges that discourage ISPs from entering the market.<sup>211</sup> Last mile broadband funding programs help to improve the ISP's business case to deploy new infrastructure to these areas. However, with this support funding still limited, local governments can work toward improving the economic appeal of serving these areas as much as possible.

Local governments cannot reduce higher deployment costs related to low population density or remote, problematic terrain. Still, they can adopt strategies to minimize other project costs and reduce the amount of ISP investment needed to offer new services. Some of these strategies require significant local effort or formal commitments between an ISP and the municipality, with the latter contributing financial resources and access to its existing infrastructure. In exchange, the municipality will be better positioned to ensure the ISP's network reaches unserved areas, offers more affordable pricing to customers, and better meets the community's needs.

In addition to these contributions, local governments can implement process improvements, policies, and best practices that do not require direct financial commitments or formal partnerships. These *Broadband Ready Community* strategies can often be done with little or no additional cost to the municipality while reducing ISP deployment costs, fostering better coordination between ISPs and municipalities. These strategies can also reduce the administrative efforts of the municipality itself. A few states, such as Colorado, Indiana, and Georgia, have analyzed these Broadband Ready Community strategies and created certification programs to help municipalities adopt them more easily.<sup>212</sup> Developed from local experimentation and experiences across the nation, these state certification programs use Broadband Readiness checklists to highlight the most important steps that municipalities can take to encourage new ISP investments. Accompanied by model ordinances, these clear requirements help communities determine whether they are poised to seek partners to design, deploy, and maintain broadband networks. The State of California has also developed advisory resources encouraging municipalities to improve their local permitting processes to facilitate network deployments by private ISPs.<sup>213</sup>

Overall, these policies can be classified into three categories<sup>214</sup>:

- **Improving access to information:** Local governments should make key broadband-related information about local infrastructure and public assets, permitting processes, projects, and related local strategies available online in an accessible, easy-to-use manner.
- **Improving local governmental coordination:** Local governments should establish clear, efficient lines of communication with ISPs and between different local governmental subdivisions. Broadband issues appear in several departments, so local governments should strive toward interdepartmental coordination to handle deployment-related decision-making effectively. Local governmental organizations should also coordinate with their county, other municipalities, and among each other to implement strategies that facilitate regional network deployment.

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<sup>211</sup> NTIA, "Economics of Broadband Networks: An Overview," p. 1, March 2022, <https://broadbandusa.ntia.doc.gov/sites/default/files/2022-03/Economics%20of%20Broadband%20Networks%20PDF.pdf>.

<sup>212</sup> Colorado Broadband Office, "Announcing the Broadband Ready Community Program," January 26, 2023, <https://www.in.gov/indianabroadband/broadband-ready-communities-program/broadband-ready-certification/>; Georgia Department of Community Affairs, "Broadband Community Application Information," <https://broadband.georgia.gov/broadband-community-application-information>, accessed September 2023.

<sup>213</sup> E.g., California Governor's Office of Business and Economic Development, California Department of Technology, California Public Utilities Commission, and California Emerging Technology Fund, "State of California Local Permitting Playbook," August 2022, ("State of California Local Permitting Playbook"), <https://broadbandforall.cdt.ca.gov/wp-content/uploads/sites/19/2022/09/California-Local-Jurisdiction-Permitting-Playbook-1.pdf>.

<sup>214</sup> These three general categories are non-exclusive. For example, one of the most common strategies, designating a single point of contact for all matters related to broadband development projects, improves all three categories. Local governmental organizations with a single point of contact will centralize information requests and coordination efforts while improving the municipality's understanding about how permitting efforts are impacting the municipality's overall deployment efforts.

- **Improving permitting and asset access processes:** Local governments should streamline permit application filing, permit review processes, and encourage coordination between different stakeholders using dig-once policies, one-touch make-ready policies, and improved leasing opportunities for fiber, conduit, facility space, and real estate.

After further discussion of the Broadband Ready Community strategies described above, this section will explore additional ways that municipalities can work with ISPs to encourage them to invest in unserved areas. From joint planning efforts to formal partnerships, municipalities can make significant contributions to deployment efforts. These contributions also allow the municipality to encourage, or in some cases, require that an ISP adopt digital equity strategies or include specific areas in their deployment plans.

However, this list of specific strategies and best practices should not be viewed as a set of requirements. Instead, municipalities should view this section as a review of top issues municipalities face when handling broadband issues and a series of suggestions about how they can work toward minimizing them. Not all issues are significant in each area either, so municipalities can direct their efforts toward the most prevalent issues and identify which suggestions can be implemented when considering local resources. It is important to note that not all municipalities have the resources to devote to broadband-oriented policy revisions. Some may not even have formal policies addressing some of the construction factors discussed in this section or the staff necessary to facilitate deployments with ISPs in an active manner. After reviewing these strategies, staff from smaller municipalities will be better able to identify a few potential opportunities to make a significant impact on an as-needed basis, without creating formal policies beforehand.

## 7.1 Improving Access to Information

To plan and complete network deployment projects, ISPs need access to a large amount of information about local broadband needs, current infrastructure, other deployment efforts, construction policies, and permitting processes. County and local governments often have access to much of this information but may not have made it easily accessible to interested ISPs. Some of this information may not have been collected or organized yet either, which would require interested ISPs to collect it themselves. Local governments are often in a better position to organize this information more efficiently and at a lower cost than an interested ISP. As a result, municipalities that adopt “access to information strategies” will help ISPs to better analyze location details, such as permitting and access rights, and can reduce an ISP’s ultimate deployment planning costs.

**Establish a dedicated broadband issues webpage on the local government’s website:** Depending upon how the municipality handles permitting, mapping, and infrastructure development efforts, essential broadband deployment information can span many different local departments. An ISP may need to search throughout the municipality’s website to find the information it needs, and some information may not even be available online. A centralized broadband webpage can provide direct links to this information, documents, and online submission forms from multiple departments.

Other local governments with broadband issues webpages often dedicate the top section to consumer issues. This section is an opportunity to encourage residents to sign up for broadband service subsidy programs, such as the Affordable Connectivity Program (ACP) and Lifeline, and to provide information about local service providers’ low-cost internet plans. The page can also be used to collect broadband service challenges as well, a process discussed in subsection 6.3.

**Establish Geographic Information Systems (GIS) policies to support planning and construction efforts:** Municipalities often have detailed mapping information about building addresses and locations, parcel designations, zoning, neighborhood boundaries, and other details. Municipalities typically also have mapping data about their own assets, including public real estate, facilities, rights-of-way, and any existing broadband assets, as well as access to information about light and utility

poles, manholes and handholes, existing conduit, and underground utilities even if these assets are owned by a utility company. Through their permitting roles, municipalities may have access to information about private rights-of-way and easements, which can be substantially more costly for ISPs to discover themselves. Through its planning efforts, the municipality may also have developed details about unserved and underserved areas and related demographic information that can be invaluable when designing proposed service areas or applying to funding opportunities that require these details.

These GIS information sets can be essential for ISPs, allowing them to develop more detailed construction plans about their routes that can take into account more cost factors and funding considerations. A municipality with well curated asset information can even encourage ISPs to consider leasing arrangements that will leverage current public assets to reduce project costs. Local governmental organizations should work to ensure that these information sets are available online in an accessible, easy-to-use manner.

Through its role handling local infrastructure issues, the municipality may also be aware of certain challenges that could create problems or additional costs for ISPs entering the market. For example, some rights-of-way can become overly congested or are simply very costly to include in project construction. Many avoidable network design issues arise from a lack of knowledge of rights-of-way conditions, which can jeopardize project implementation. Municipalities can develop a congested rights-of-way policy, which can help to prioritize corridors in order of highest to lowest congestion to facilitate more efficient design decisions by guiding construction away from packed utility corridors whenever possible. Combined with GIS policies such as frequent maps updates for all public and utility rights-of-way, municipalities can aid ISP planning and coordination efforts significantly.

**Revise internal record-keeping processes to facilitate information-sharing:** Considering the range of issues involved, a municipality's broadband strategy planning and project coordination benefits significantly from input from several departments. Increasingly, a number of different local departments, including those that handle local economic development, community engagement, education, and local services, face significant broadband-related issues as well. These local services often depend upon reliable connectivity to ensure that their staff can provide public support.

Local government-owned fiber is often documented on paper maps, in computer-aided design (CAD) drawings, and with ad-hoc spreadsheets. First, when there are only a few routes and no real complexity, these techniques appear to suffice. However, after a few changes, re-routings, and additions, the de facto documentation is only in the memories of the fiber team. The result may be re-work, fiber damage, accidental service outages, wasted time and money, and lack in confidence in the community's own infrastructure. Lack of documentation has led some communities to doubt their own fiber assets to the point that they decline to use it for public safety purposes because of concerns regarding failure rate and reliability. These same communities decline to lease their fiber because of concerns that they could not meet contract terms for managing it or for uptime.<sup>215</sup>

A better asset management system that tracks information about fiber, conduit, and other local assets would avoid problems resulting from this record-keeping approach and would ensure that such assets could be better utilized by both the municipality and interested parties looking to lease access to them. While this strategy may be costly upfront to implement, it is likely to reduce record-keeping costs in the long run and provide greater efficiency when these assets need to be repaired, upgraded, replaced, or utilized in new ways. Indeed, without a better asset management system, some future fiber uses may simply not be possible.

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<sup>215</sup> State of California Local Permitting Playbook, p. 47.

**Establish efficient infrastructure information request policies:** In many cases, such as the public fiber assets documentation problem identified above, the municipality may not have the time or resources necessary to revise existing information into a more usable format. In these instances, the municipality should use its broadband issues webpage to encourage interested ISPs to reach out for more information about these deployment factors, then prioritize working with the ISP to analyze and refine the information into a more usable form needed by the ISP to create better deployment plans.

**Develop a permitting manual:** The municipality's broadband webpage should include information about a number of broadband consumer and ISP issues, but it may not be able to provide all details necessary to understand the permitting processes required by the municipality. In these cases, the webpage can instead provide a link to a telecommunications permitting manual that reviews the rules, regulations, and permitting processes that ISPs must follow to conduct broadband constrictor projects in the municipality's jurisdiction. This manual should include permit cost and timeline expectations as well. If the municipality has few rules and required permits or does not have the time and resources to create a manual, it may want to organize information about these requirements in a single place for easy reference.

## 7.2 Improving Local Governmental Coordination

Once developed, the county or local government's broadband webpage should serve as a central point of passive information-sharing between interested ISPs and the municipality. However, this website certainly cannot replace all the conversations needed between the ISP and local staff. ISPs must interact with staff from different departments, including the municipality's attorneys, planning departments, public works and engineering, information technology, and GIS teams. When so many staff are involved, each person may not have the context of the overall broadband project and how each contributes to the municipality's overall decision-making. As a result, municipalities without well-designed communication and coordination plans may quickly lose track of important information, provide inconsistent answers, and ultimately work against themselves.

To make matters more complex, representatives from the municipality may also need to coordinate with other organizations that are outside of its control, such as local utilities. The municipality must often serve as a point of contact between these organizations, particularly when all parties must submit permitting, attachments, or rights-of-way information to the municipality. The municipality should also coordinate with other local governmental organizations to understand how coordination between county and local governments can create broadband opportunities that would not otherwise be available to each individual organization.

In summary, the municipality faces three on-going coordination challenges:

- Between the ISP and the municipality's staff
- Among the municipality's staff in different departments
- Between the municipality's staff and other organizations

To streamline coordination as much as possible, municipalities should adopt the following three strategies.

**Revise the municipality's internal coordination strategy to address broadband issues:** Considering the range of issues involved, a municipality's broadband strategy planning and project coordination must involve input from several departments. Increasingly, a number of different local departments, including those that handle local economic development, community

engagement, education, and local services, face significant broadband-related issues as well. These local services often depend upon reliable connectivity to ensure that their staff can provide public support.

To help all departments adequately address their broadband issues, municipalities should:

- ➔ Recognize how broadband issues impact each department
- ➔ Address broadband issues at top-level meetings among department heads
- ➔ Develop interdepartmental broadband plans that address:
  - The municipality's overall broadband development and digital equity strategic plan
  - The municipality's coordination strategies with other municipalities and essential third parties, such as utilities
  - Project coordination strategies between the municipality and ISPs active in the area
- ➔ Design and empower a *broadband coordinator* role to execute these strategies

By integrating the needs and insights of each department, these strategies will better represent the municipality's overall needs, ensuring that different departments are working together towards common goals.

**Designate a single point of contact for coordination with outside organizations:** Rather than requiring ISPs to reach out to multiple departments, municipalities should identify a single point of contact charged with quickly providing ISPs with information and other staff resources. Once initial contact is established, this broadband coordinator may allocate certain ongoing coordination responsibilities, such as permitting applications and GIS requests, to other staff as needed, while remaining responsible for overall staff utilization for broadband projects.

When the municipality is more closely engaged with a particular ISP, this single point of contact should also oversee how deployment plans with the ISP are progressing and coordinate the municipality's efforts to minimize planning and construction delays. This broadband coordinator should be empowered to work with ISPs to develop mutually agreeable approaches to design, planning, and construction that comply with local construction and permitting requirements as well.

This broadband coordinator will be more effective if she or he is also designated to represent the municipality's interests with other organizations, such as utilities and state government, and to advocate proactively for the municipality's broadband deployment and digital equity strategies. By placing this coordinator at the center of the municipality's broadband efforts with other organizations, the municipality can ensure that outside messaging and the municipality's overall deployment plan will remain consistent and well informed across discussions with these external groups. This person can also establish relationships with ISPs in the region, which is a critical step toward forming partnerships that can significantly benefit the ISP and municipality alike.

**Develop and implement customized coordination strategies with ISPs committed to construction in the area:** When a project is formally proposed, the municipality should dedicate an official project coordinator to manage the municipality's responsibilities for the duration of construction activities. Whether this project coordinator is the same person as the single point of contact described above, or merely reports to that designated point of contact, she or he can work closely with the ISP's project manager to review proposed plans and technical specifications, process permits, coordinate inspections, and identify and resolve unexpected issues. By working more directly with an ISP, this coordinator can also safeguard the municipality's interests in both achieving improvements in broadband service and minimizing unnecessary impacts on other infrastructure and the neighborhoods themselves.

Companies undertaking major broadband infrastructure projects in the area should also be encouraged to create a general coordination agreement with the municipality. This agreement has two basic goals. First, it should detail the municipality's construction and permitting requirements, along with an explanation of the municipality's responsibilities in administering them. Depending on what aspects are overseen by the municipality, this list should identify any rules related to placement of facilities within the right-of-way, typical depths, permissible construction methods, restoration requirements, inspections, encroachment into streets, sidewalks, or other public property, traffic disruption and control, notification procedures, and mitigation measures.

Second, the agreement should allow the ISP and municipality to identify any opportunities to modify submission and coordination processes to reduce the project's overall coordination costs and expedite deployment. Using the municipality's default permitting processes as a starting point, ISPs may suggest alternative ways that it can submit certain elements of its overall construction plans to comply with the municipality's review in a more efficient manner. If the municipality and ISP can come to an agreement about how the municipality's review can occur, this more project-focused review process can reduce the amount of time and effort needed to fill out permitting documents.

## 7.3 Improving Permitting Processes, Local Deployment Policies, and Asset Access Practices

Municipalities have a vital role to play to ensure that all local construction meets reliability, safety, and accessibility standards while addressing the needs of the community.<sup>216</sup> Several types of broadband deployment locations, from utility poles to train crossings and highway junctions, involve the property interests of several different parties. Through its regulatory and permitting roles, the municipality often helps coordinate and manage the rights and responsibilities of each involved party. They have five primary methods to accomplish these goals:

- ➔ **Construction rules and regulations:** These methods establish limitations and requirements that ISPs' projects must satisfy to ensure the community's interests are not harmed by construction. Most are not optional, though the municipality may allow different approaches to satisfy the underlying policy purpose of certain requirements. These rules generally function without requiring that the municipality provide notice to or communicate with construction companies, although the municipality should make regulations as transparent and easily available as possible. Examples include a municipality's rules about microtrenching, conduit installation, and the other project specifications verified through permitting processes.
- ➔ **Permitting processes:** These methods establish steps that an ISP must follow for authorization to perform certain construction activities, such as digging up roads, sidewalks, and other land, or to secure the right to place infrastructure on other property. Permit processes generally require that an ISP provide a specific set of information to the municipality, who in turn reviews this information to verify that the proposed project complies with applicable construction rules and regulations. While a municipality's permitting processes serve as the default method for submitting information, the municipality may also consider allowing the ISP to work with staff directly if a project requires many permits that must be processed quickly. This close coordination approach can also reduce the burden permit submission and review places on both the ISP and the municipality.

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<sup>216</sup> See State of California Local Permitting Playbook, p. 1.



- **Coordination rules and policies:** These methods dictate the submission, communication, and coordination requirements an ISP's deployment plans must comply with to allow other parties the opportunity to place their own facilities alongside a network deployment, if reasonable. For example, a "dig once" policy will give other parties the chance to install their own infrastructure while the ground is open. Under this policy, an ISP must provide other parties with notice of the upcoming construction activities to facilitate this coordination. The goal of such policies is to minimize disruptions caused by construction.
- **Coordination agreements:** These methods allow the ISP and the municipality to work together to streamline permitting, project planning, and other construction processes, adapting each of their default internal processes in a way that reduces time and effort for both parties. By committing to more customized coordination efforts, the municipality can reduce the ISP's cost of expanding in the area.
- **Partnership agreements:**<sup>217</sup> The municipality and ISP may develop agreements to exchange financial resources, ownership of assets, and/or service obligations with one another. The municipality may agree to provide financing support and utility infrastructure to the ISP to encourage its market entry, or the municipality may even decide that it wants to own the broadband network itself, with the ISP agreeing to manage the infrastructure and offer services to consumers.<sup>218</sup> The discussions leading up to a public-private partnership can give the municipality the opportunity to negotiate additional commitments, such as the obligation to build out to all unserved locations in an area, offer low-cost broadband service plans to eligible households, or propose a discounted bulk service agreements to low-income housing in the area.

### 7.3.1 Construction Rules and Regulations

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Depending upon the extent of the municipality's authority over local construction, the scope of the municipality's rules and regulations can differ dramatically. Larger municipalities with extensive regulations functionally require that construction experts analyze local rules and integrate compliance activities into an ISP's overall deployment plans. Smaller municipalities that do not fall into this category should instead focus on three factors:

**Strive for regional consistency around construction rules and regulations:** ISPs looking to expand into new areas are generally familiar with many of the construction rules and permitting practices of communities they already serve. In many cases, those communities have already worked with ISPs and gained insights into how their regulatory environment has impacted deployments, possibly modifying some rules to ease ISP entry. A municipality can look to its neighbors to gain insights into how construction rules can be revised and can work with other municipalities to promote regional alignment around these policies and permitting practices, creating a more straightforward permitting process that may allow the ISP to use one set of filing methods to satisfy other local, regional, or state requirements.<sup>219</sup> This comparison may also highlight policies that could hinder market entry. Legacy policies and ordinances can inadvertently interfere with efficient construction and permitting or may even deter partnership formation.

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<sup>217</sup> These partnerships may also be between different public entities, such as a county or municipality and a California Joint Powers Authority.

<sup>218</sup> Note that this topic can be very complex, so this report will focus on the coordination and cost-reduction aspects of these partnerships. For more information about their business structuring aspects, see US Ignite and Altman Solon, "Broadband Models for Unserved and Underserved Communities," July 2020, [https://www.us-ignite.org/wp-content/uploads/2020/07/USIgnite\\_Altman-Solon\\_Whitepaper-on-Broadband-Models\\_FINAL\\_7-9-2020.pdf](https://www.us-ignite.org/wp-content/uploads/2020/07/USIgnite_Altman-Solon_Whitepaper-on-Broadband-Models_FINAL_7-9-2020.pdf), and a series of three public-private partnership whitepapers published by the Benton Institute for Broadband & Society, available at: <https://www.benton.org/publications>.

<sup>219</sup> See State of California Local Permitting Playbook, p. 12.

**Ensure that all construction rules and regulations are clear, reasonable, understandable, and available online:** ISPs must spend time interpreting and incorporating local variations to construction rules into their deployment plans. Construction rules should be designed to establish clear standards while being sufficiently flexible to accommodate different build options. A rule should aim to “provide a person of ordinary intelligence fair notice of what is prohibited” while not being “so standardless that it authorizes or encourages seriously discriminatory enforcement.”<sup>220</sup> The language used in regulatory and permitting practices should therefore provide clear guidance to ISPs and facilitate easy, consistent enforcement and permitting reviews by the municipality.

**Determine the municipality’s policies about underground construction methods and microtrenching:** ISPs must make a number of decisions about where to use aerial placement of cabling on poles and where to perform underground construction. Aerial deployments are cheaper to construct, but they depend on the availability of suitable utility or light poles and may require that the ISP pay to use this space. Pole attachment fees are generally annual, adding to a network’s ongoing costs as well. In contrast, underground installations are substantially more expensive, requiring that the ISP dig a trench deep enough to place its conduit and fiber and install access points at regular intervals. However, underground construction is often necessary to ensure that the installed infrastructure is well protected against the elements, wildfires, and tampering. If fiber optic assets must be buried for protection and network preservation, the municipality should create placement policies that ensure the fiber will be protected underground.

Microtrenching is the practice of cutting narrow channels into rights-of-way. These channels are typically a few inches wide and vary in depth but are seldom as deep as trenching for other infrastructure, such as electrical or water networks. This method is a much more cost-effective way to install conduit and fiber optics compared to the traditional methods of excavation and road restoration, because these much smaller cuts into road surfaces or other land require less effort and cost to remediate the work site. Locations that adopt microtrenching policies will encourage ISPs to build fiber optic infrastructure at lower costs and faster time frames. However, this practice is not without its disadvantages. Microtrenching may not bury infrastructure deep enough to insulate it against fires or some forms of accidental tampering, making it a poor fit to fire-prone areas or areas where rights-of-way are regularly dug up or experience other stresses. Municipalities should consider these factors when designing rules about what areas could be eligible for this cost-saving technique.

### 7.3.2 Permitting Processes

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Municipalities generally oversee permitting processes related to construction, rights-of-way and access. Most permitting regulations specify a set of circumstances under which permits must be granted or denied, while the process used to ensure compliance with these regulations establishes the way that the ISP must submit information for review by the municipality. Both the process and the regulations themselves are opportunities for transparency; municipalities should create clear, documented pathways through the process and explanations about how the evaluator will decide whether requirements are met. If the municipality does not present this level of clarity or if the process itself seems to be a logistical burden, ISPs could be deterred from considering expanding in the area. Municipalities can improve their permitting processes by adopting the following strategies:

- ➔ Ensure that each permitting process has been properly updated to consider broadband deployment issues and reviewed by staff who understand telecommunications factors,

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<sup>220</sup> Institute for Constitutional Advocacy and Protection at Georgetown Law School, “Local Authorities,” *Protests & Public Safety: A Guide for Cities & Citizens*, Fall 2017, <https://constitutionalprotestguide.org/local-authorities/>.



- Allow applicants to submit required permitting documentation digitally,
- Provide permitting process timelines and update applicants about their permit requests when the review reaches any milestones,
- Provide examples of permit planning and design standards, such as right-of-way diagrams, trench construction and pavement restoration, and pole attachments to improve ISPs' submission quality and better demonstrate standards,<sup>221</sup>
- Regularly revisit permitting rules and processes to improve alignment with federal, state, and other local requirements.<sup>222</sup>

### 7.3.3 Coordination Rules and Policies Best Practices

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**Establish a “Dig Once” policy to promote conduit and fiber optic cable construction:** Underground construction is often necessary to ensure that the installed infrastructure is well protected against the elements, wildfires, and tampering. However, trench digging is very costly, so whenever digging occurs, the municipality should encourage as many parties as possible to take advantage of the opportunity to install infrastructure underground. Depending upon the specific rules adopted by the municipality, a “dig once” policy requires that any organization conducting certain types of underground construction provide opportunities for:

- Additional conduit and/or facilities to be included to ensure that other organizations can benefit from better underground access, or
- Other organizations to install infrastructure in the trench while it is available (also known as a “joint trench” policy<sup>223</sup>).

“Dig once” policies reduce costs and minimize construction impacts on pedestrian and auto traffic by reducing the number and scale of excavations needed to install telecommunication infrastructure in rights-of-way. This coordination requirement also opens up a number of additional opportunities for the municipality and other telecommunications and utility companies. For example, the municipality may decide to add additional conduit or its own fiber during the build, paying for the additional costs involved. It may then lease access or offer indefeasible rights of use (IRU) agreements, serving as both a means to encourage additional entry and a revenue-generating opportunity to cover the upkeep of other local telecommunications systems. Conduit placement should be considered even if the municipality does not necessarily have a current use for it. This way, when the conduit is needed for telecommunication infrastructure in the future, it is already in place and available for use or lease. Excess conduit reduces future installation costs by eliminating the need for additional trenching.

Municipalities should implement open trench notification processes as well. When a civil works project within the jurisdiction opens a trench, a list of pre-approved entities are notified of the opportunity to install conduit and cabling in that trench. Generally, this process will provide ISPs with the ability to install conduit and cabling at a significantly reduced cost if the trench is dug for other reasons, such as underground water, wastewater, gas, or other utility repairs and maintenance or new utility and municipal infrastructure projects. The municipality should maintain a public list of all broadband providers that

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<sup>221</sup> State of California Local Permitting Playbook, p. 2.

<sup>222</sup> For examples of rights-of-way rules, see FCC Broadband Deployment Advisory Committee Model Code for Municipalities Working Group, “Rights-of-Way Model Code for Municipalities,” <https://www.fcc.gov/sites/default/files/bdac-07-2627-2018-model-code-for-municipalities-approved-rec.pdf>, accessed September 2023.

<sup>223</sup> E.g., City of South San Francisco, “Ordinance amending Section 13.04 of the South San Francisco Municipal Code, adding Section adding Chapter 13.40 of the South San Francisco Municipal Code pertaining to open trench notification and telecommunication infrastructure improvements,” January 9, 2019, <https://www.ssf.net/home/showpublisheddocument/15880/636951776359530000>; <https://www.ssf.net/departments/public-works/engineering-division/dig-once-policy>.

would like to receive notice of other trenching projects. To be eligible to receive an open trench notification, a provider must request that the municipality include them on this list. The municipality should provide notification of an upcoming open trench project on a non-exclusive, competitively neutral basis to broadband providers.

**Provide Early Notification of Trenching Moratoriums:** Trenching moratoriums are often used to protect newly paved roads or other recently completed infrastructure projects from trenching that would significantly undermine the quality and longevity of these improvements. Five-year trenching moratoriums can be particularly burdensome to ISPs planning gradual expansions or that are relatively new entrants to the market. If provided notice of a possible moratorium, providers may choose to install underground infrastructure that they might not immediately utilize in certain areas where a paving moratorium is about to go into effect. A provider may not need the infrastructure in place for some time, but the moratorium would foreclose the opportunity to perform installations and upgrades later. Providing regional ISPs with notice of a possible trench moratorium will encourage them to consider making a cheaper investment in conduit deployment if they anticipate eventual network expansion in the area.

**Establish a One-Touch Make-Ready Policy:** Typically, when a provider requests permission to attach new cabling to utility poles, it begins the “make-ready” process. Providers requesting such permission should already have a pole attachment agreement in place with the pole owner(s), but each new attachment triggers a process that requires utility poles be inspected to determine what work is needed to make each pole ready to receive a new attachment. Often, other cables may need to be physically moved to create sufficient vertical clearances necessary to comply with national safety standards.<sup>224</sup> Each owner of existing attached cabling is typically required to assess their infrastructure on the poles and move their own cabling infrastructure. Numerous owners mean numerous separate visits to the same utility poles to perform essentially the same task.

A one-touch make-ready replaces this process with a more streamlined one, where a single contractor (or small group of contractors) pre-approved by the pole owner(s) and the attachment owners can perform all the work necessary to complete the make-ready work needed for new attachments.<sup>225</sup> This approach reduces costs and time necessary to complete the process.

**Leverage Municipal Assets:** Municipalities should encourage interested ISPs to leverage their public assets. A municipality’s existing conduit, fiber, rights-of-way, and facilities all present opportunities for broadband network developers to reduce their deployment costs, while potentially offering additional benefits to the municipality itself. If the municipality has an intragovernmental network running between local buildings, the conduit can be used to expand services quickly in areas passed by it, often into smaller town centers. A town’s light and utility poles also may provide opportunities to run aerial cable or even install 5G small cell transmitters.<sup>226</sup> Key electronics facilities can be placed on or in municipality properties, and the municipality can offer its rights-of-way at reduced or no cost to encourage deployment without providing additional investment.

To facilitate ISP use of municipality assets, the municipality can create a template lease agreement. The template should include lease rates that prioritize broadband deployment over revenue generation and should allow for modifications to accommodate specific needs. By negotiating specific terms with the ISP, the municipality can also ensure that the ISP will

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<sup>224</sup> State of California Local Permitting Playbook, p. VI.

<sup>225</sup> This practice generally applies only to make-ready work performed in the communications space on utility poles and not on any make ready-work that may be required in the upper, high-voltage power space.

<sup>226</sup> Even if the municipality does not own the utility poles, it may own the land on which the poles are located, potentially giving it the ability to develop some policies governing its use, such as a One Touch Make Ready policy.

protect the municipality's interests in these assets, potentially including ISP maintenance and additional operations requirements that can reduce the municipality's costs in managing these assets.

However, to fully leverage municipal assets, the municipality should first evaluate what assets it has and be able to provide that information to interested ISPs. Not having this understanding and inventory can lead to less than full utilization, because the assets and potential uses would be too unclear to facilitate this type of mutually beneficial coordination.

**Ensure Competition in Multiple Tenant Environments:** In February of 2022, the Federal Communications Commission (FCC) issued a Report and Order and Declaratory Ruling in the matter of improving competitive broadband access to residential and commercial multiple tenant environments (MTE).<sup>227</sup> The Order contains several provisions, but it specifically prohibits certain revenue-sharing agreements and exclusive marketing arrangements between landlords and two types of companies: telecommunications carriers and covered multichannel video programming distributors (MVPD), which are cable and satellite television providers. In the Order, the FCC declined to extend these prohibitions to providers that solely offer internet service.

In the Order, the FCC specifically prohibits telecom providers and property owners from entering into agreements for exclusive or graduated revenue sharing. The FCC stated that these types of revenue-share agreements are particularly harmful to competition and amount to de facto exclusive access agreements.<sup>228</sup>

While the FCC did not prohibit exclusive marketing arrangements in the Order, it did require the disclosure of such arrangements. In the Order, the FCC requires providers to disclose the existence of exclusive marketing arrangements they have with MTE owners, requiring that such disclosure "must be included on all written marketing material directed at tenants or prospective tenants of an MTE subject to the arrangement and must explain in clear, conspicuous, legible, and visible language that the provider has the right to exclusively market its communications services to tenants in the MTE, that such a right does not suggest that the provider is the only entity that can provide communications services to tenants in the MTE, and that service from an alternative provider may be available."<sup>229</sup>

While the FCC's ruling in the Order is in effect, the issue of de facto exclusive access arrangements, including access to existing inside wiring within MTEs, has been problematic even in the presence of FCC rulemaking. Municipalities should:

- Extend the prohibition on revenue-share agreements and graduated revenue-share agreements to providers that solely offer internet service,
- Prohibit exclusive marketing agreements between MTE owners and providers,
- Introduce MTE access requirements that will ensure other ISPs can access MTE facilities and install competitive networks for residents who want them.

### 7.3.4 Encourage Coordination Agreements

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Municipalities should provide ISPs proposing major broadband infrastructure projects with the option of entering into a more comprehensive development agreement that would streamline the permitting process once a project is underway. Existing franchisees who are undertaking major projects to extend or upgrade infrastructure that involves work in the right-of-way should also have the option of entering into such agreements. Construction permitting should be consolidated and streamlined by allowing the developer to submit plans and receive permits for larger, multi-block areas as the designs become

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<sup>227</sup> FCC, Report and Order and Declaratory Ruling, Improving Competitive Broadband Access to Multiple Tenant Environments, GN Docket No. 17-142, February 15, 2022, <https://docs.fcc.gov/public/attachments/FCC-22-12A1.pdf>.

<sup>228</sup> Ibid.

<sup>229</sup> Ibid.

available. The typical size of the areas submitted for review should be established in the development agreement, but areas containing up to 800-1000 premises would not be unreasonable. Required plans should be limited to one-dimensional (overhead) plans that indicate the placement of the proposed facility within the right-of-way and the method of construction.

Where local conditions require deviation from approved installation methods, municipalities should consider exceptions on a case-by-case basis, but may require greater supporting documentation before approval of needed permits.

While municipalities should identify expected construction methods, these should not be the exclusive methods permitted. Other methods may be appropriate due to local conditions, such as local underground obstructions or a lack of space in the right-of-way corridor or utility easement. As a matter of overall policy, the municipality should state its willingness to work with developers to identify appropriate and cost-effective methods to allow access to any serviceable premises, based on a balance of the following factors:

- Minimizing the cost to install facilities serving premises within the municipality to the extent practical,
- Minimizing the duration and disruption of work carried out within the right-of-way by using construction techniques less disruptive than traditional trenching,
- Minimizing accelerated depreciation of the right-of-way (deterioration of the roadway), considering the effectiveness of proposed restoration methods.

Such an agreement would include more information about the method(s) of construction that broadband providers intend to use in their project. The agreement should include, for example, cross-section plans for these methods and descriptions of situations in which they may be used, as well as allowable deviations from the norm. These agreements should describe the typical requirements for site restoration, traffic management, notification, and protection. They should also establish procedures for submitting final designs and as-built documentation, both as detailed drawings and GIS files.

A hand is shown holding a glowing, digital representation of a classical building with columns and arches. The background is dark blue with some light spots. The text 'SECTION 08' is overlaid on the left side, and 'DIGITAL INCLUSION CONSIDERATIONS AND STRATEGIES' is at the bottom.

SECTION

08

**DIGITAL INCLUSION CONSIDERATIONS  
AND STRATEGIES**

As near universal broadband access is steadily being achieved through last mile funding programs, other aspects of the digital divide are becoming more pronounced. To ensure that all members of the community benefit from the opportunities provided by broadband, services must not only be available, but also affordable. The affordability of the service itself is not the only financial barrier that low-income non-adopters face either. Many families struggle to afford quality digital devices for each member, and instead are often forced to share a couple of decent devices or rely on outdated ones. To make matters more challenging, households that have long been on the other side of the digital divide have had fewer opportunities to develop digital skills. With these issues in mind, municipalities developing their overall digital equity strategies should focus on three main areas:

- ➔ Broadband adoption
- ➔ Device adoption
- ➔ Digital skills development

Addressing each of these issues can be a challenge because it is often difficult to reach out to the people most in need of assistance. Municipalities must work to understand who in their communities needs this support, which community anchor institutions (CAIs) have been working to help them already, and what they can do to support and expand upon these existing digital equity efforts.

Section 3 analyzed many aspects of the digital divide in Inyo County. This information plays a vital part in understanding the county's needs. Building upon that analysis, this section will first briefly present some affordability and adoption research to identify baseline adoption and pricing trends in the United States. The provided metrics can be used to develop more reasonable estimates for the sizes of different groups in need, which can play a role in designing digital equity program funding applications in the future.

Next, broadband service subsidy programs, including the Affordable Connectivity Program (ACP), the federal Lifeline program and California Lifeline, will be reviewed. Combined, these valuable programs make broadband service both at home and on mobile devices more affordable, but most people who are eligible for them are not enrolled. Municipalities should support CAIs that facilitate enrollment in these programs by promoting awareness and providing sign-up assistance.

Finally, this section will discuss what municipalities can do to prepare for the next wave of major digital equity program support funding. Recent federal legislation has made available significant funding for affordability and digital equity programs, funding that will largely flow through the National Telecommunications and Information Administration (NTIA) and California Department of Technology (CDoT). The NTIA has required digital equity funding recipients to submit their State Digital Equity Plans by no later than November 30, 2023,<sup>230</sup> so while digital equity planners are aware of the NTIA's general rules regarding how California can disburse this funding, the State's plan has not been submitted at this time. Nevertheless, the general rules suggest what range of programs that municipalities, CAIs, and non-profit organizations should consider developing or expanding to help everyone to experience the economic and quality-of-life benefits of modern broadband.

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<sup>230</sup> Gabriel Petek, *The 2023-24 Budget: Broadband Infrastructure*, March 2023, p. 10, <https://lao.ca.gov/reports/2023/4747/Broadband-Infrastructure-032023.pdf>.



## 8.1 Affordability and Adoption

Home broadband services have become essential for nearly all American households. When broadband is available, nearly all households will purchase it if they can afford to do so. Pew Research Center's 2021 survey found that 93 percent of adults nationwide say they use the internet.<sup>231</sup> However, only 77 percent of adults nationwide said they have broadband service at home.<sup>232</sup> In other words, nearly one in five people who use the internet did not have high-speed home internet service at the time the survey was conducted. This gap between internet usage and high-speed service adoption has gradually continued to shrink, thanks to major federal and state funding efforts and the hard work of digital equity advocates across the nation, but the journey toward universal adoption is far from over. Digital equity advocates cannot take their progress for granted either. One recent survey found that approximately half of all households with annual incomes of \$50,000 or less "live near the precipice of disconnection."<sup>233</sup>

This subsection will review and provide quantitative estimates of this gap, including the portion of the population that struggles to adopt service for financial reasons, those that have broadband access through only their mobile devices, and those that would struggle to pay for home broadband service unless it was free. These figures can be used to estimate the portions of home broadband non-adopters that could be reached with additional digital equity efforts, such as Affordable Connectivity Program (ACP) outreach and digital device handout and discount programs.

There are many reasons people may not purchase home internet services. Some simply do not have access to good broadband options. When research firm MoffettNathanson considered the impact of wired internet availability on service adoption, it found that that 87.4 percent of households with an available wired broadband connection actively subscribe to such service.<sup>234</sup> Among those without home broadband service, 25 percent "say they do not have a home subscription because broadband service is not available where they live or not available at an acceptable speed."<sup>235</sup> Pew found that only 72 percent of adults in rural communities subscribe to home broadband service, 7 percentage points less than adults in suburban areas.<sup>236</sup> This rural adoption gap is largely the result of differences in the availability of adequate service, but it also suggests that un- and underserved rural areas may be facing a larger digital skills gap as well, because households without home broadband have long lacked the same opportunities to develop online skills as the rest of the country.

In areas where broadband service is available and plentiful, household income levels explain a significant portion of the gap between internet use and home subscribership. Pew found that 92 percent of adults in households earning \$75,000 or more

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<sup>231</sup> Pew, "Internet/Broadband Fact Sheet," April 7, 2021, <https://www.pewresearch.org/internet/fact-sheet/internet-broadband/>.

<sup>232</sup> Pew, "Internet/Broadband Fact Sheet," April 7, 2021, <https://www.pewresearch.org/internet/fact-sheet/internet-broadband/>. The 2020 ACS found that 83 percent of households subscribe to wireline internet services, such as cable, fiber, and DSL. FCC, "2022 Communications Marketplace Report," GN Docket No. 22-203, December 30, 2022, p. 118, citing U.S. Census Bureau, American Community Survey, 2020 ACS 1-Year Estimates—Public Use Microdata Sample.

<sup>233</sup> John B. Horrigan and EveryoneOn, "Affordability and the Digital Divide: A National Survey of Low- and Lower-Income Households," December 2021, p. 5, <https://tinyurl.com/HorriganAffordabilityReport>.

<sup>234</sup> MoffettNathanson also found that an estimated 81.5 percent of households subscribe to wired broadband, which is noticeably higher than Pew's estimate. Alan Weissberger, "Broadband Access Subscriber Growth," *IEEE Communications Society Technology Blog*, January 4, 2023, <https://techblog.comsoc.org/category/broadband-access-subscriber-growth/>. MoffettNathanson's method differed; it analyzed households from the perspective of occupied housing.

<sup>235</sup> Andrew Perrin, "Mobile Technology and Home Broadband 2021," Pew Research Center, June 3, 2021, <https://pewresearch-org-preprod.go-vip.co/internet/2021/06/03/mobile-technology-and-home-broadband-2021/>.

<sup>236</sup> Emily A. Vogels, "Some Digital Divides Persist Between Rural, Urban and Suburban America," Pew Research Center, August 19, 2021, <https://www.pewresearch.org/fact-tank/2021/08/19/some-digital-divides-persist-between-rural-urban-and-suburban-america/>.

per year have broadband internet at home, but only 57 percent of households with an annual household income below \$30,000 purchase the service.<sup>237</sup>

Digital device ownership is key to service adoption as well; researchers have identified a high correlation between owning a computer and obtaining home broadband services. One survey found that 90 percent of households have a laptop or desktop at home, and 96 percent of those households subscribe to home internet service.<sup>238</sup> Households without a laptop or desktop account for 58 percent of households that do not subscribe to home internet services.<sup>239</sup> When households can afford only a home connection or mobile service, most choose the latter. An estimated 27 percent of adults in households earning less than \$30,000 annually are smartphone-only, while 13 percent in households with incomes of \$30,000 to \$74,999 and only 6 percent in households earning at least \$75,000 rely exclusively on their smartphones.<sup>240</sup>

Simply put, many Americans are very sensitive to broadband pricing. In a nationally representative survey of 2,565 adult U.S. residents conducted by Consumer Reports in 2021, nearly a third of U.S. consumers who did not have broadband said the reason is because “it costs too much.”<sup>241</sup> Another survey found that 45 percent of people without home broadband identify that the monthly cost of a subscription is too expensive.<sup>242</sup> Approximately 37 percent identified that the cost of a computer was a factor as well.<sup>243</sup>

Low-income households are particularly sensitive to home broadband service pricing. The Benton Institute for Broadband and Society’s John Horrigan found that 40 percent of households with annual incomes of \$50,000 or less say they cannot afford to pay anything for a home internet subscription.<sup>244</sup> Another 22 percent can afford to pay only about \$25 per month.<sup>245</sup> Other research has concluded that prices above \$10 to \$15 per month are a challenge for low-income households to afford.<sup>246</sup> While many low-income households may choose smartphone service over home broadband service, not all households can afford smartphone service either. One survey found that about 24 percent of adults with household incomes below \$30,000 a year say they don’t own a smartphone.<sup>247</sup> Home computer costs play a role as well, with 41 percent of adults in the same income range reporting they don’t have a desktop or laptop computer.<sup>248</sup>

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<sup>237</sup> Andrew Perrin, “Mobile Technology and Home Broadband 2021,” Pew Research Center, June 3, 2021, <https://pewresearch-org-preprod.govip.co/internet/2021/06/03/mobile-technology-and-home-broadband-2021/>.

<sup>238</sup> Sean Buckley, “Looking Forward to Broadband in 2023,” *Broadband Communities Magazine*, January/February 2023, <https://www.bbcmag.com/broadband-applications/looking-forward-to-broadband-in-2023>, citing Leichtman Research Group (licensed research).

<sup>239</sup> Ibid.

<sup>240</sup> Andrew Perrin, “Mobile Technology and Home Broadband 2021,” Pew Research Center, June 3, 2021, <https://pewresearch-org-preprod.govip.co/internet/2021/06/03/mobile-technology-and-home-broadband-2021/>.

<sup>241</sup> Jonathan Schwantes, “Broadband Pricing: What Consumer Reports Learned from 22,000 Internet Bills,” *Consumer Reports*, p. 9, November 17, 2022, citing Survey Report, “BROADBAND: A Nationally Representative Multi-Mode Survey,” *Consumer Reports*, p. 3, July 2021, [https://article.images.consumerreports.org/prod/content/dam/surveys/Consumer\\_Reports\\_Broadband\\_June\\_2021](https://article.images.consumerreports.org/prod/content/dam/surveys/Consumer_Reports_Broadband_June_2021).

<sup>242</sup> Andrew Perrin, “Mobile Technology and Home Broadband 2021,” Pew Research Center, June 3, 2021, <https://pewresearch-org-preprod.govip.co/internet/2021/06/03/mobile-technology-and-home-broadband-2021/>.

<sup>243</sup> Ibid.

<sup>244</sup> John B. Horrigan and EveryoneOn, “Affordability and the Digital Divide: A National Survey of Low- and Lower-Income Households,” December 2021, p. 5, <https://tinyurl.com/HorriganAffordabilityReport>.

<sup>245</sup> Ibid.

<sup>246</sup> Jonathan Sallet, “Broadband for America’s Future: A Vision for the 2020s,” Benton Institute for Broadband and Society, October 2019, 65-66, <https://www.benton.org/publications/broadband-policy2020s>; Colin Rhinesmith, Bianca Reisdorf, and Madison Bishop, (2019) “The Ability to Pay for Broadband,” *Communication Research and Practice* 5, 2 (2019): 128; Colin Rhinesmith, “Digital Inclusion and Meaningful Broadband Adoption Initiatives,” Benton Foundation, January 2016, 16, <https://www.benton.org/sites/default/files/broadbandinclusion.pdf>.

<sup>247</sup> Emily A. Vogels, “Digital divide persists even as Americans with lower incomes make gains in tech adoption,” Pew Research Center, June 22, 2021, <https://www.pewresearch.org/fact-tank/2021/06/22/digital-divide-persists-even-as-americans-with-lower-incomes-make-gains-in-tech-adoption/>.

<sup>248</sup> Ibid.



These adoption patterns occur as a result of the specific range of home service prices available to each household. Overall, researchers have a sense of the range of prices consumers pay, but more detailed information is rare and often proprietary. A Consumer Reports study found that “among the 18,359 consumer bills on which an internet price could be identified, the median cost of high-speed internet service was \$74.99 per month,” with about half paying between \$60 and \$90 per month.<sup>249</sup>

Research into specific ISP pricing patterns is notoriously difficult. ISPs often use pricing strategies that differ by location, discount strategies that regularly change, and include occasional hidden fees. Each service pricing research effort must make simplifying assumptions to present the data, so the actual prices paid by consumers can differ significantly.

The Federal Communications Commission (FCC) analyzed the advertised rates for stand-alone internet plans in a limited number of markets on the websites of the top 11 fixed broadband providers in the United States, as shown in the chart below.<sup>250</sup> As the FCC noted, “in many cases these plans are not available throughout the provider’s service area.”<sup>251</sup> Additionally, the stated prices provided by ISPs do not necessarily reflect long-term pricing. The FCC study identified that, of the six providers offering discounts, the average discount was approximately 29 percent.<sup>252</sup> Consumers who are unable to switch to different ISPs may not be able to obtain new service discounts, so the real prices paid by consumers who have few ISP choices for adequate broadband services are often higher than prices paid by consumers in more competitive markets.

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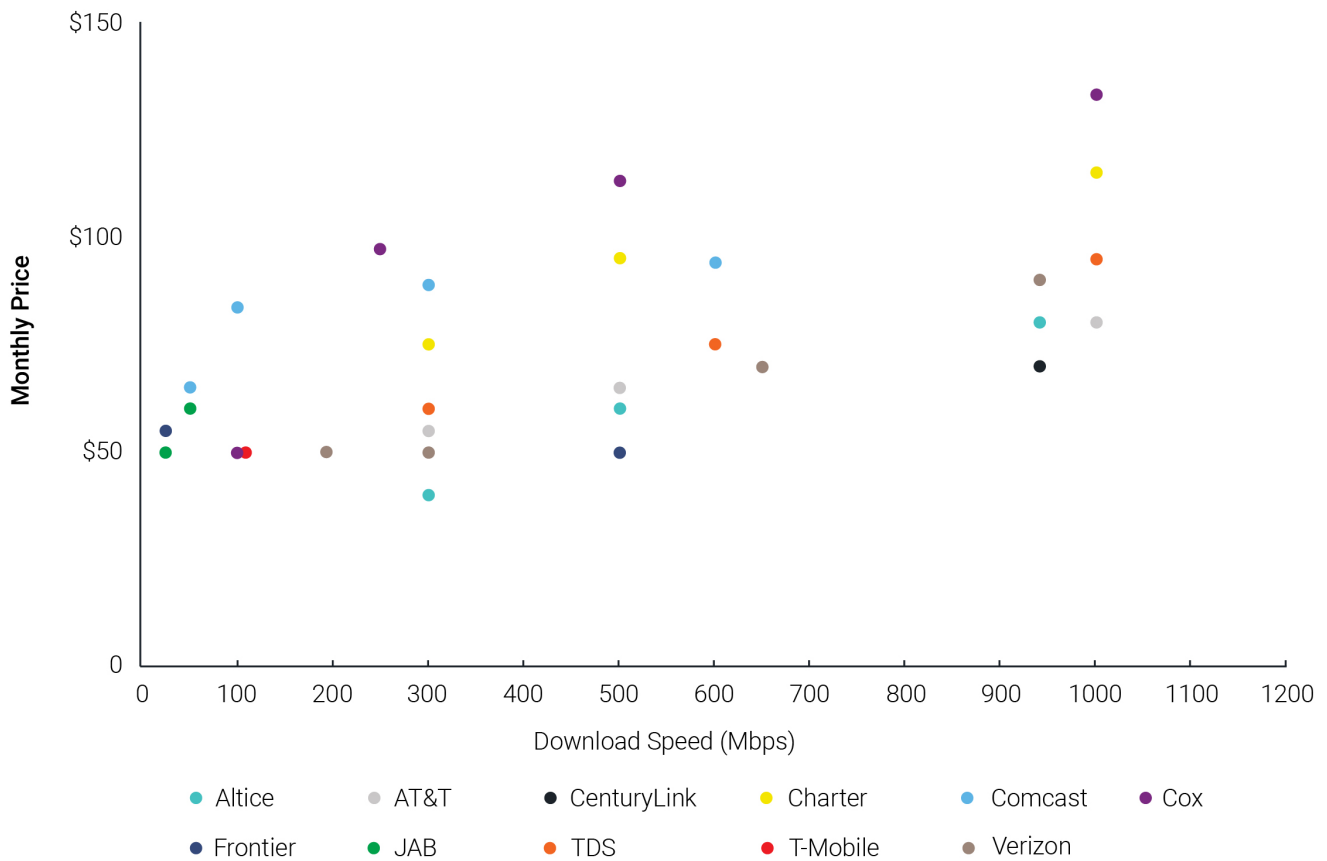
<sup>249</sup> Jonathan Schwantes, “Broadband Pricing: What Consumer Reports Learned from 22,000 Internet Bills,” *Consumer Reports*, p. 3, November 17, 2022. Of the bills reviewed, 7,206 were bundled with other services but with internet service portions that could be separated, while 2,827 bills were for bundled services that could not be used to identify the internet portion of the cost and were removed from the sample to reach this figure. *Ibid.*, 16-17. This price range incorporated a number of additional costs on top of the stated price for the service and reflected the amount that consumers actually pay. Combined, short-term promotional discounts, paperless billing discounts, and credit card-based discounts in total typically ranged from \$10 to \$50 per month. Equipment charges were between \$6 and \$18 per month if they were included, and individual fees tied directly to internet service typically ranged from \$2.49 to \$9.95 per month. *Ibid.*, at p. 4.

<sup>250</sup> FCC, “2022 Communications Marketplace Report,” GN Docket No. 22-203, p. 29, December 30, 2022. The top 11 fixed broadband providers in the United States were Altice, AT&T, Lumen Technologies (CenturyLink), Charter, Comcast, Cox, Frontier, JAB Wireless, TDS, T-Mobile, and Verizon. *Ibid.* Using this method, the FCC’s reported prices included the paperless billing or credit card-based payment discounts but not short-term promotional discounts, device fees, or additional company-imposed fees. *Ibid.*

<sup>251</sup> FCC, “2022 Communications Marketplace Report,” GN Docket No. 22-203, p. 29, December 30, 2022.

<sup>252</sup> FCC, “2022 Communications Marketplace Report,” GN Docket No. 22-203, p. 30, December 30, 2022.

Figure 37: Monthly Price for Internet-Only Plans<sup>253</sup>



While the FCC’s research does not necessarily reflect the pricing in all markets, it does illustrate an important pattern. The price ranges offered by broadband service providers are somewhat similar, regardless of the technology providing the service or the actual service speeds. In other words, companies such as Frontier and AT&T may offer the same range of prices for DSL service in DSL-only areas as it does fiber service, despite the fiber service offering speeds significantly faster than what DSL can offer.

Focusing on the \$50 price point, the chart above shows that the download speeds offered for \$50 per month range from 25 Mbps to 500 Mbps. For example, Frontier offers both 25 Mbps and 500 Mbps service for \$50, depending upon the availability of DSL or fiber technologies.<sup>254</sup> This pricing phenomenon has been referred to as “tier flattening,” “in which consumers who have access only to the oldest and slowest internet infrastructure are forced to pay as much or nearly as much for inferior service as those served by newer, faster infrastructure.”<sup>255</sup>

<sup>253</sup> FCC, “2022 Communications Marketplace Report,” GN Docket No. 22-203, p. 30, December 30, 2022.

<sup>254</sup> FCC, “2022 Communications Marketplace Report,” GN Docket No. 22-203, pp. 33-34, December 30, 2022.

<sup>255</sup> Jonathan Schwantes, “Broadband Pricing: What Consumer Reports Learned from 22,000 Internet Bills,” Consumer Reports, p. 19, November 17, 2022.

**Table 25: AT&T Internet Costs**

AT&T Internet Costs by Package Non-discounted prices of internet-only bills			
Package	Bill Count	Mean Price	Median Price
<b>Internet 10</b>	12	\$51	\$55
<b>Internet 12</b>	23	\$58	\$63
<b>Internet 18</b>	43	\$64	\$65
<b>Internet 24</b>	56	\$68	\$70
<b>Internet 25</b>	73	\$60	\$60
<b>Internet 45</b>	25	\$74	\$80
<b>Internet 50</b>	109	\$66	\$68
<b>Internet 100</b>	89	\$63	\$60
<b>Internet 300</b>	124	\$67	\$65
<b>Internet 1000</b>	579	\$78	\$80

*Package names refer to the advertised download speed offered by the option. This is a convenience sample; no statistical inference can be drawn.<sup>256</sup>*

The above table demonstrates this tier-flattening phenomenon from a single provider offering DSL in some markets and fiber in others. This pricing research reflects that the cost of the lowest-tier DSL, cable, and fiber services packages in many markets all tend to start at between \$50 and \$65. The ACP provides a \$30 per month subsidy, so unless an ISP offers a qualified low-income plan at a lower price point, the ACP can reduce the cost of this basic plan to between \$20 and \$35 per month, before any additional fees. Recalling that about a quarter of households with annual incomes of \$50,000 or below say they can afford to pay only about \$25 per month, the ACP subsidy helps these people adopt broadband when they would not have been able to otherwise. However, unless the ISP offers a special low-income plan for \$30 per month (before the ACP subsidy), these services remain out of reach of an estimated 40 percent of households in this low-income category.

Affordability requirements and incentives have been integrated into some of the last mile funding programs to encourage adoption. In the application process, the California Public Utilities Commission’s (CPUC) Federal Funding Account (FFA) requires that ISPs submit their menus of service options and corresponding pricing, while committing to not increase those prices for five years.<sup>257</sup> The program awards an additional 10 points to ISPs that commit to not increase prices for an additional five years and provides 20 points to ISPs that offer a low-cost broadband plan at 50/20 Mbps for \$40 a month, with free installation and modem.<sup>258</sup> The program also obligates funding recipients to participate in the ACP, so this optional but highly encouraged service cost of \$40 per month could drop to \$10, making it affordable for nearly all residents in an FFA project’s service area.<sup>259</sup>

The Broadband Equity, Access, and Deployment (BEAD) program also strongly prioritizes affordability considerations, requiring that states treat the applicant’s stated cost of symmetrical 1 Gbps services as one of the grant program’s primary scoring criteria.<sup>260</sup> Funding recipients must also offer at least one low-cost broadband service option to low-income

<sup>256</sup> Jonathan Schwantes, “Broadband Pricing: What Consumer Reports Learned from 22,000 Internet Bills, Consumer Reports, p. 19, November 17, 2022.

<sup>257</sup> FFA Guidelines, p. A-18.

<sup>258</sup> FFA Guidelines, p. A-7.

<sup>259</sup> FFA Guidelines, p. A-7.

<sup>260</sup> BEAD NOFO, p. 43.

families.<sup>261</sup> With the provided example, the NTIA suggests that states require this plan to cost \$30 per month, “inclusive of all taxes, fees, and charges.”<sup>262</sup> With funding recipients also required to participate in ACP, this qualified service option for low-income families would be free, subject to each eligible household’s willingness to sign up for the ACP.

## 8.2 Service Subsidy Programs

### ■ The Affordable Connectivity Program

The Affordable Connectivity Program (ACP) was authorized through the Infrastructure Investment and Jobs Act (IIJA) and is administered by the Federal Communications Commission (FCC) to continue the previously-funded Emergency Broadband Benefit (EBB) program. The ACP provides a monthly internet access discount of up to \$30 to eligible households and up to \$75 per month on tribal lands.<sup>263</sup> In addition, these same households can receive a one-time discount of up to \$100 to purchase a laptop, desktop computer, or tablet from participating providers if they contribute more than \$10 and less than \$50 toward the purchase price. Households that meet at least one of the following criteria are eligible for the ACP:

- ➔ Household income at or below 200 percent of the federal poverty line;
- ➔ Received a Federal Pell Grant during the current award year;
- ➔ Meets the eligibility criteria for a participating provider’s existing low-income internet program;
- ➔ Participates in one of these assistance programs:
  - Free and Reduced-Price School Lunch Program or School Breakfast Program, including at U.S. Department of Agriculture (USDA) Community Eligibility Provision schools;
  - SNAP;
  - Medicaid;
  - Federal Housing Assistance, including:
    - Housing Choice Voucher (HCV) Program (Section 8 Vouchers).
    - Project-Based Rental Assistance (PBRA)/Section 202/ Section 811;
    - Public Housing;
    - Affordable Housing Programs for American Indians, Alaska Natives or Native Hawaiians.
  - Supplemental Security Income (SSI);
  - WIC;
  - Veterans Pension or Survivor Benefits.

The ACP’s funding is set to run out in the next year or two without additional efforts by Congress, putting its long-term stability in doubt. The FCC offered the second round of the Affordable Connectivity Outreach Grant Program this past summer, providing a total of up to \$10 million in funding support to programs designed to increase ACP adoption among eligible

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<sup>261</sup> BEAD NOFO, p. 67.

<sup>262</sup> BEAD NOFO, p. 67.

<sup>263</sup> FCC, “Affordable Connectivity Program,” <https://www.fcc.gov/acp>, accessed September 2023.

households.<sup>264</sup> Along with the ACP’s inclusion in major last mile funding programs, these efforts strongly suggest that federal policymakers believe the ACP will receive more funding after the initial \$14.2 billion allocation is exhausted.

In October 2023 the White House requested an additional \$6 billion for the ACP, but at the time of this writing congress has yet to consider the request.

■ **Federal Lifeline and California LifeLine Programs**

The Universal Service Administrative Company (USAC) administers a program that offers up to \$9.25 per month to reduce the cost of qualifying internet and phone services for eligible households.<sup>265</sup> In California, this program has been modified and supplemented with additional benefits provided by the state.<sup>266</sup> The program provides up to \$17.90 per month for qualifying mobile or home phone services and relief from a number of additional service fees and taxes, but it does not allow the subsidy to be used for home wireline broadband service.<sup>267</sup> Nevertheless, it remains an important part of broadband adoption promotional strategies. More than a quarter of households with annual earnings at or less than \$30,000 are estimated to be smartphone-only.<sup>268</sup> If those households can reduce their smartphone bills by more than \$200 per year, these savings can be used to cover the cost of home internet services. When combined with the ACP, qualifying households can reduce their combined home and mobile internet costs by nearly \$50 per month.

Similar to the ACP, households can qualify for this combined state and federal program in two primary ways. The income-based qualification method is presented in the table below. Applicants must submit evidence of their annual income to the California LifeLine Administrator through either an online or paper application and must renew their eligibility status by updating this information annually.

**Table 26: California LifeLine Income-Based Qualification Requirement**

Household Size	Annual Income Limits
1-2	\$32,500
3	\$37,700
4	\$45,900
Each Additional Member	\$8,200
<b>Effective June 1, 2023 to May 31, 2024</b>	

<sup>264</sup> FCC, “Affordable Connectivity Outreach Grant Program – Round 2 Notice of Funding Opportunity,” p. 5, 2023, [https://www.fcc.gov/sites/default/files/FY\\_2023\\_ACP\\_Outreach\\_Grant\\_Program\\_NCOP\\_NOFO\\_Round\\_2\\_vF.pdf](https://www.fcc.gov/sites/default/files/FY_2023_ACP_Outreach_Grant_Program_NCOP_NOFO_Round_2_vF.pdf). The deadline for submissions was June 30, 2023. Ibid. at p. 11.

<sup>265</sup> USAC, “Lifeline – Get Started,” <https://www.lifelinesupport.org/get-started/>, accessed September 2023.

<sup>266</sup> CPUC, “Program Guidelines: Is California LifeLine Right for You?,” [https://www.californialifeline.com/en/eligibility\\_requirements](https://www.californialifeline.com/en/eligibility_requirements), accessed September 2023.

<sup>267</sup> CPUC, “California LifeLine Eligibility,” <https://www.cpuc.ca.gov/consumer-support/financial-assistance-savings-and-discounts/lifeline/california-lifeline-eligibility#qualify>, accessed September 2023.

<sup>268</sup> Andrew Perrin, “Mobile Technology and Home Broadband 2021,” Pew Research Center, June 3, 2021, <https://pewresearch-org-preprod.govip.co/internet/2021/06/03/mobile-technology-and-home-broadband-2021/>.

Alternatively, applicants can provide evidence that they participate in any of the following programs to qualify for the subsidy:

- ➔ Medicaid/Medi-Cal
- ➔ Low Income Home Energy Assistance Program (LIHEAP)
- ➔ Supplemental Security Income (SSI)
- ➔ Federal Public Housing Assistance or Section 8
- ➔ CalFresh, Food Stamps or Supplemental Nutrition Assistance Program (SNAP)
- ➔ Women, Infants and Children Program (WIC)
- ➔ National School Lunch Program (NSL)
- ➔ Temporary Assistance for Needy Families (TANF)
  - California Work Opportunity and Responsibility to Kids (CalWORKs)
  - Stanislaus County Work Opportunity and Responsibility to Kids (StanWORKs)
  - Welfare-to-Work (WTW)
  - Greater Avenues for Independence (GAIN)
- ➔ Tribal TANF
- ➔ Bureau of Indian Affairs General Assistance
- ➔ Head Start Income Eligible (Tribal Only)
- ➔ Food Distribution Program on Indian Reservations
- ➔ Federal Veterans and Survivors Pension Benefit Program

## 8.3 Reviewing and Assisting with CAI Efforts

### ➔ **Conduct outreach with Community Anchor Institutions (CAIs) and community broadband leaders**

In many communities, the digital divide is among the most important issues that social service-oriented organizations must address, because most other social programs either depend on or strongly benefit from online connectivity among participants. Employment and workforce development programs must encourage those seeking work to acquire connectivity, because it is vital to search for and apply to job openings, use online skills development opportunities, and discover the other online resources provided by the programs themselves. Similarly, people receiving assistance from programs related to healthcare, continuing education, elder care, income assistance, and other social service areas benefit significantly from online connectivity and are often unable to utilize full support opportunities without it. As a result, governmental organizations and CAIs offering these programs tend to be very aware of the digital divide and how it impacts the efficacy of their own programs.

A municipality's digital inclusion efforts should begin by reaching out to these organizations to better understand local digital equity problems and how they impact these other social support areas. These outreach efforts should serve as a basis to develop more long-term relationships between social service organizations and the municipality itself, because a municipality can evaluate how efforts to improve adoption and digital skills can help other social programs and can support coordination between these organizations to create a more cohesive overall digital inclusion strategy.

Some of these organizations likely will be addressing the digital divide more directly. With their mission to connect people to information and learning opportunities, libraries play a significant role in helping people access the internet. Library leadership will typically have a good sense of the types of digital divide issues that their staff assist with every day and can provide information about the list of broadband accessibility and digital skills development opportunities offered at their local branches. Schools also typically have information about the portions of their students that struggle with home connectivity.

➔ **Develop or support ACP and California LifeLine adoption awareness programs**

Many municipalities, non-profits, and CAIs have created programs to help ensure qualified households sign up for the ACP. These outreach programs are often successful in enrolling qualified households in the ACP monthly subsidy program. While some CAIs have developed significant programs that provide eligible households with direct assistance throughout the enrollment process, others have focused primarily on spreading awareness and providing signup information. These campaigns can be large or small in scope, so organizations with few resources can still contribute to awareness if they are interested in doing so.

The FCC has provided a toolkit for CAIs, local governments, and trusted community organizations to raise awareness about the ACP.<sup>269</sup> This toolkit contains consumer handouts, flyers, explanations for newsletter distribution, audio PSAs, and even pre-designed social media posts that municipalities and CAIs can immediately use to spread awareness of the program. Community anchor institutions should be encouraged to look at these materials and include them in their communications strategies. A few organizations, such as EducationSuperHighway, will provide individuals with signup assistance directly without a fee.<sup>270</sup> Organizations promoting awareness should encourage people to use these additional resources.

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<sup>269</sup> FCC, "ACP Consumer Outreach Toolkit," <https://www.fcc.gov/acp-consumer-outreach-toolkit>, accessed September 2023.

<sup>270</sup> EducationSuperHighway, "Affordable Home Internet. Made Easy." <https://www.educationsuperhighway.org/acpbenefit/>, accessed October 2023.





SECTION

# 09

**WHAT IS A SMART COMMUNITY?**





## 9.1 Defining a Smart Community

Many rural counties, suburban areas, and towns and cities are on the cusp of rapid change precipitated by a demand for digital services and the new technologies, such as high-speed broadband internet, that enable them. How can a community make informed decisions about its future, improve the efficiency of local government services, and meet the actual needs of its residents and businesses? While there is no one-size-fits-all definition for Smart Communities, they're generally recognized as digitally connected communities that utilize technology and data to improve the quality of life for all residents. Each community must go through a thoughtful planning process, informed by stakeholder input, to create a vision for the future that's backed by policy guidance and implementation plans.

### 9.1.1 Foundational Elements of Smart Communities

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When developing Smart Community plans, the following foundational elements guide the selection of technologies and strategies used to address a community's needs.

- **People Focused/Community Driven:** The needs and challenges of residents, businesses, and visitors are the primary focus for adopting new technology and innovation
- **Co-Created:** Residents, businesses, and government participate in the decision-making process, including the identification of challenges and opportunities
- **Healthy:** Smart Communities promote active lifestyles that improve physical and mental health
- **Equitable:** A Smart Community is a compassionate community that works to enhance vulnerable and disadvantaged populations, reducing gaps to access and opportunity
- **Sustainable:** A Smart Community seeks a balance between environmental protection, social equity, and economic development priorities
- **Resilient:** A Smart Community maintains continuity of governance and business during chronic and acute stressors, including climate and severe weather impacts
- **Data-Informed:** A Smart Community collects and analyzes data to provide better and more efficient digital and physical services for all
- **Solution Oriented:** A Smart Community matches the right technological and innovative solutions to identified and established community issues and challenges
- **Transparent:** A Smart Community discloses what data it collects and how it is used. The public understands how decisions are made.
- **Interconnected:** A Smart Community is connected digitally by information technology and physically through urban planning and mobility solutions.

### 9.1.2 Benefits of Smart Communities

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The Smart Communities approach for Inyo County will identify technologies and innovation that address current issues and prepare for the future. By prioritizing sustainability, resiliency, and equity, Inyo County can leverage technology and data to improve the quality of life for all residents while minimizing its impact on the environment. This can include implementing renewable energy sources, green buildings, and efficient transportation systems as well as promoting equitable access to resources and services such as affordable housing, transportation, and healthcare. Additionally, a smart community can be prepared to respond to natural disasters and other challenges by implementing emergency preparedness plans and investing in resilient infrastructure. Overall, the Smart Community Application Plan can help Inyo County become a more livable, sustainable, and resilient place for all its residents.

## 9.2 Inyo County's Existing Conditions

Inyo County is a rural area located in eastern California. It covers approximately 10,192 square miles and has a population of around 18,718 people.<sup>271</sup> With a climate and soil conditions conducive to farming, agriculture is the primary economic driver in the county. In addition, Inyo County is also home to a growing solar power industry, which contributes to the economic growth of the region. Natural resources, such as Yosemite National Park, Death Valley National Park, and the Eastern Sierra region make Inyo County an attraction destination for tourism. Other natural attractions, such as the Ancient Bristlecone Pine Forest, Mono Lake, and the Alabama Hills, draw in thousands of visitors annually.

### 9.2.1 Climate, Natural Hazards, and Other Issues

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VHB reviewed publicly available information, including the county website, strategic plan, data provided by Tilson, and surveys conducted during the Broadband study to identify existing community issues and challenges.

VHB reviewed the CalEnviroScreen<sup>272</sup> tool, a mapping tool created by the California Office of Environmental Health Hazard Assessment, to identify census tracts that are most affected by sources of pollution, and where people are often especially vulnerable to pollution's effects. CalEnviroScreen uses environmental, health, and socioeconomic information to produce scores for every census tract in the state. An area with a high score is one that experiences a much higher pollution burden than areas with low scores. The CalEnviroScreen<sup>273</sup> Score for Inyo County is 24.8/100; primary hazards to the community are exposure to pesticides, unsafe drinking water, and ozone— all resulting from solid waste hazards, cleanup sites, and impaired water bodies. Primary community health risks include vulnerability to asthma, cardiovascular disease, and low birth weight. The factors contributing to socioeconomic vulnerability are poverty, education attainment, and unemployment.

#### ■ Digital Equity

The county submitted a grant application for Local Agency Technical Assistance funding in August 2022. The application is designated for last-mile network construction engineering designs to connect the unserved and underserved remote and rural population centers and cities in Inyo County to symmetrical 100Mbps or better broadband Internet service. Approximately 7.4

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<sup>271</sup> U.S. Census Bureau QuickFacts: Inyo County, California

<sup>272</sup> About CalEnviroScreen | OEHHA

<sup>273</sup> CalEnviroScreen 4.0 Data Dashboard (arcgis.com)

percent of residents in Inyo County do not have access to broadband Internet services at speeds of at least 25Mbps/3Mbps. However, this data is self-reported by internet service providers (ISPs) and may not accurately reflect the actual availability and quality of broadband service in the county. While 92.7 percent of households have access to broadband, the actual speeds may vary widely. Some areas may have access to high-speed fiberoptic internet, while others may only have access to slower DSL or satellite internet.

The cost of broadband service in Inyo County can be higher than in more urban areas due to the lack of competition and the higher cost of providing service in rural areas. However, some ISPs may offer discounted rates for low-income households or those who qualify for government assistance programs such as Lifeline. Inyo County has limited options when it comes to broadband providers, with most residents having only one or two choices for internet service. The primary broadband providers in the area include AT&T, Frontier Communications, and Viasat.

### ■ Transportation

The mean travel time to work in Inyo County is 15.5 minutes. Due to the area's rural setting and high elevation, the vehicle is the main form of mobility for both locals and visitors. Approximately 850 of the system's total miles are paved. Less than 425 of the 1,126 miles of County highways and 10 miles of municipal streets are paved. Inyo County's roads saw a total of 1.797 million vehicle miles (VMT) each day. According to the US Energy Information Administration's 2018 Annual Energy Outlook, national VMT is predicted to rise by 16.4 percent between 2018 and 2050.<sup>274</sup> Inyo County's roads saw a total of 1.797 million vehicle miles (VMT) each day. According to the US Energy Information Administration's 2018 Annual Energy Outlook, national VMT is predicted to rise by 16.4 percent between 2018 and 2050. There are several public transit operators in the county. A fixed subscription service called Inyo-Mono Dial-a-Ride provides transportation between Tecopa and Pahrump, Nevada. The Inyo-Mono Senior Program (IMSP), a division of the county of Inyo, is the recipient of a contract from the Inyo-Mono Area Agency on Aging to provide its bus service.

### ■ Agriculture

Both the economy of Inyo County and its culture and traditions depend heavily on agriculture. The main agricultural activity in the county is livestock production, which includes rearing cattle, packing animals (horses, mules, and burros for transporting people and supplies), and sheep. This is because the county has wide rangelands accessible for grazing. The county also has irrigated pasturelands and a minor amount of intensive agriculture.

There were several critical agricultural resources identified during the development of the Inyo General Plan,<sup>275</sup> including:

- Protection and preservation of agricultural lands within the county;
- Protection of water is needed for viable agricultural operations; and
- Support for continued use of Los Angeles Department of Water and Power (LADWP), state and federal lands for agricultural purposes.

### ■ Emergency Preparedness

According to the General Plan,<sup>276</sup> the following are threats to the county: air quality, flood hazards, avalanches, wildfires, geologic and seismic hazards, and noise.

<sup>274</sup> Final Inyo 2019 RTP.pdf (inyocounty.us)

<sup>271</sup> GP Goals and Policy Report 12.2001.pdf (inyocounty.us)

<sup>272</sup> GP Goals and Policy Report 12.2001.pdf (inyocounty.us)

### Air Quality

Wind-raised dust from the dry Owens Lake bed is the main stationary source of air pollution in Inyo County. The Los Angeles Department of Water and Power (LADWP) has historically diverted water from the Owens Valley, leaving the formerly enormous but shallow lake empty. Currently, the biggest single source of PM<sub>10</sub> (particulate matter) in the country—which accounts for 99 percent of the emission inventory in Inyo County—is wind erosion of the Owens Lake bed. The following are critical air quality issues that were identified during the development of the county General Plan:

- ➔ PM<sub>10</sub> pollution from the Lake Owens lakebed; and
- ➔ Impacts to the county from air pollutants drifting in from the San Joaquin Valley.

### Flood Hazards

Inyo County has three different types of landforms that are frequently prone to flooding: playas, dry lakes, and stream floodplains. Additionally, people in Lone Pine and Olancha have voiced worry that flooding threats might occur from a failure of the Los Angeles Aqueduct. Development inside these floodplains or hazard zones can worsen these dangers by increasing runoff, altering the floodplains, and endangering public safety. Future construction will have some effect on flood zones by increasing impervious surfaces and runoff. The following are critical flood hazard issues that were identified during the development of the county General Plan:

- ➔ Development in floodplains;
- ➔ Mudflows (mixes of water, saturated rock, soil, and other debris); and
- ➔ Flood hazard from rupture of Los Angeles Aqueduct upstream from populated areas.

### Avalanches

Intense snow avalanche threat can be present in some areas of Inyo County due to the steep mountain ranges and the intense and frequently changing weather. The Sierra Nevada mountain range contains most of the avalanche-prone regions, which are deserted and unusable for development. Aspendell, Habegger's, and parts of Sage Flat are examples of established communities or areas now zoned for residential usage that are situated in hazard zones. Avalanche dangers can also affect tourists who utilize or stay in places that are avalanche prone. Avalanches could cause significant structure collapses, human harm, and even death. The following are critical avalanche hazard issues that were identified during the development of the county General Plan:

- ➔ Existing development within known avalanche hazard areas;
- ➔ Undeveloped land within avalanche hazard areas that are designated for residential uses; and
- ➔ Backcountry avalanches and hazards to recreationalists.

### Wildfires

Inyo County's main public safety issue is wildfires. Extreme seasonal weather conditions of low humidity and high winds, along with the huge open area and flammable flora, provide the ideal environment for devastating wildfires that burn intensely, quickly, and out of control. Additionally, wooden buildings sited on wooded properties increase the risk of fire. In the county, lighting and human error are the main sources of wildfire. The following are critical wildfire hazard issues that were identified during the development of the county General Plan:

- ➔ Limits on development in areas of high fire danger;
- ➔ Reduction in fire hazards; and
- ➔ Access to fire areas by emergency personnel.

### Geologic and Seismic Hazards

Extreme topographic characteristics define Inyo County. Deep intervening valleys contrast sharply with high mountain ranges that were created during tectonic mountain-building processes. Large chunks of earth that were surrounded by faults in the Earth's crust were elevated during times of tectonic activity, resulting in the formation of these ranges, also known as fault block ranges. Various areas of the county are known to currently experience volcanic activity. The Coso Mountains, the Saline and Aberdeen Volcanic Fields, Ubehebe Crater, the Green Water Range, and the Bishop Tuff all have volcanic activity. Despite the fact that these regions are active, none of them are known to pose a substantial risk. The following are critical geological and seismic hazard issues that were identified during the development of the county General Plan:

- Protection from risks posed by seismic events;
- Protection from risks associated with volcanic activity;
- Ensuring adequate emergency response capabilities for major seismic/volcanic events; and
- Proper coordination with outside agencies to ensure timely response to event.

### Noise

Noise sources can be separated into two types, mobile and stationery. Mobile sources are those who generate noise while moving around the county. These include noise from general and commercial aviation, military aircraft activities, and traffic on highways and roads in Inyo County. The county's main stationary sources include land usage for mining, industry, commerce, and utilities. The following are critical noise hazard issues that were identified during the development of the county General Plan:

- Maintaining the rural atmosphere in County;
- Noise from aircraft overflight; and
- Noise from roadways.

## 9.2.2 Community Plans and Initiatives

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Through a review of publicly available data, VHB has observed that the following smart community technologies are already in use within the county.

### ■ Broadband

Inyo County has taken steps to improve broadband access and quality in the area. The county has formed a Broadband Working Group to identify and address broadband issues in the area.

Broadband infrastructure can provide numerous benefits to Inyo County. Here are some potential ways that broadband could impact the area:

- **Improved access to information:** With broadband, residents of Inyo County would have faster and more reliable access to the internet, which would allow them to access information, stay connected with others, and participate in online activities such as remote learning, telemedicine, and telecommuting more easily.
- **Economic development:** Broadband can attract new businesses and industries to Inyo County, as it provides faster and more reliable internet access for businesses to operate and innovate. In addition, it can create new opportunities for entrepreneurs and small businesses to thrive, especially in fields that require high-speed internet.

- **Improved quality of life:** Broadband can help improve the quality of life for residents by enabling access to online services such as telemedicine, e-government, and online education. It can also help bridge the digital divide between urban and rural areas and reduce social isolation.
- **Increased civic engagement:** Broadband can enhance civic engagement by enabling residents to participate in online activities such as e-voting, community forums, and virtual town hall meetings.

Overall, broadband infrastructure can be a critical component in the economic and social development of Inyo County, providing residents and businesses with the connectivity they need to succeed in today's digital world.

#### ■ Transportation

All new bus purchases with gross vehicle weight rating (GVWR) over 14,000 pounds must be zero-emissions starting on January 1, 2029. Over the course of the planned period, more expensive electric car purchases will also be necessary, as well as the infrastructure needed to sustain an electric vehicle fleet. As Eastern Sierra Transit Authority (ESTA) runs high-mileage routes, this will include charging stations at the yard as well as on the road. The reduction in maintenance costs will be one advantage of fleet electrification. Currently, the Film Museum in Lone Pine and the US 395 immediately north in Mono County both have Tesla public charging stations for electric cars.

#### ■ Energy

The abundance of mineral resources was a motivating element for most of the county's early settlement. Because nearly 60 percent of the land in the county is estimated to contain mineral potential, mining continues to play a substantial, albeit declining, role in the county. The extraction of aggregate materials (stone, sand, gravel, and clays) is the most common mining operation. Other important minerals, including silver and gold, are mined in the county as well. Borates and soda ash (obtained from Owens Lake) are also significant in the mining sector. Inyo County's potential for energy resource development and augmentation is rather restricted. The hydrology, environmental sensitivity, and accessibility of rivers, streams, and geothermal resources limit further development. Several hydroelectric and geothermal power plants are currently operational, producing up to 322 megawatts (MW) of electricity per day.

## 9.3 Initial Smart Community Strategies

The introduction of additional high-speed broadband connectivity will enhance the ability of Inyo County to deploy smart community technologies that provide more efficient public services and enhance sustainability, resilience, equity, and quality of life for residents and businesses.

The smart community technologies that are potentially applicable to rural California counties are organized into five Pillar focus areas:

- Digital Community Infrastructure
- Climate Adaptation, Hazard Monitoring and Resilience
- Connected Public Infrastructure
- Smart Transportation Operations
- Smart Agriculture and Food Systems

Pillar focus areas help guide the development and implementation of initiatives and projects that aim to improve various aspects of community life through the use of technology and innovation.

Each Pillar focus area contains several strategies to address community needs, such as sustainability, resilience, and equity, through the integration of smart community technologies and processes. A strategy is a broad plan or approach that outlines goals and objectives, as well as the actions and resources needed to achieve them. It's a high-level plan that provides direction and guidance for an organization or project.

### 9.3.1 Digital Community Infrastructure

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Digital community infrastructure refers to the use of digital technologies and platforms to support community development and engagement. This includes the use of social media, online forums, and other digital tools to connect community members and facilitate communication and collaboration. Digital community infrastructure also includes the development of digital services and resources, such as online education and healthcare platforms, to improve access to essential services. The goal of digital community infrastructure is to create a more connected and inclusive community that can leverage digital technologies to improve quality of life and promote social and economic development.

Local government can improve digital services by investing in technology infrastructure, such as high-speed internet and digital devices, to ensure that all residents have access to digital services. They can also develop user-friendly digital platforms and applications that are accessible to all residents, including those with disabilities or limited digital literacy. Local government can also provide training and support to residents to help them navigate and use digital services effectively. Additionally, local government can engage with residents to gather feedback and input on digital services and use this information to continuously improve and update digital offerings. Finally, local government can collaborate with other organizations, such as nonprofits and private-sector companies, to improve digital services.

#### Strategy

- ➔ Improve Digital Access and Equity
- ➔ Promote Digital Governance to Improve Communication Between Government and Citizens
- ➔ Use GIS and Digital Twin Technologies for Geospatial Analysis and Modeling

### 9.3.2 Climate Adaptation, Hazard Monitoring, and Resilience

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Climate adaptation and resilience refer to the ability of a system or community to withstand and recover from the impacts of climate change. This includes the development of strategies to mitigate the effects of extreme weather events, sea level rise, and other climate-related hazards. Climate adaptation and resilience also involve the integration of climate considerations into planning and decision-making processes, such as land use planning and infrastructure development. The goal of climate adaptation and resilience is to reduce vulnerability to climate change and ensure the long-term sustainability and well-being of communities and ecosystems.

Climate hazard monitoring refers to the ongoing monitoring and assessment of climate-related hazards, such as extreme weather events, sea level rise, and changes in temperature and precipitation patterns. This involves the collection and analysis of data on climate conditions and trends, as well as the identification of potential risks and vulnerabilities associated with these hazards. Climate hazard monitoring is important for informing climate adaptation and resilience strategies as well as for supporting disaster preparedness and response efforts. By monitoring climate hazards, communities and organizations

can better understand and prepare for the impacts of climate change and take proactive measures to reduce their vulnerability and increase their resilience.

The 22 counties in this study are some of the nation's most climate-vulnerable. Being primarily inland, the greatest climate risks are droughts, wildfires, inland flooding from cloudburst events, extreme heat, earthquakes, and landslides. These events impact communities in numerous ways, from droughts damaging regional agricultural economies to wildfires and landslides devastating homes. Many of these climate hazard events are now costing both the state and the nation billions of dollars each year.

#### Strategy

- ➔ Create Digital Model to Identify Climate Risks, Vulnerable Communities, and Critical Infrastructure
- ➔ Use Weather Monitoring & Analysis to Predict and Prepare for Climate Hazards
- ➔ Expand Wildfire Detection and Monitoring Systems to Improve Safety
- ➔ Expand Flood and Landslide Monitoring Systems to Improve Safety

### 9.3.3 Connected Public Infrastructure

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Connected public infrastructure refers to the integration of various technologies and systems to create a network of interconnected infrastructure. This includes the use of sensors, cameras, and other devices to collect data on traffic patterns, energy usage, and other infrastructure-related information. This data is then analyzed and used to optimize performance, improve safety, and reduce costs. Connected infrastructure also includes the use of communication technologies to enable real-time monitoring and control of infrastructure systems, such as traffic lights and energy grids. The goal of connected infrastructure is to create a more efficient, sustainable, and resilient infrastructure system that can adapt to changing needs and challenges.

#### Strategy

- ➔ Use Smart Water Systems to Optimize Conservation Efforts
- ➔ Expand Use of Clean and Renewable Energy Systems to Reduce Carbon Emissions

### 9.3.4 Smart Transportation Operations

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Smart transportation operations refers to the use of advanced technologies and data analytics to optimize existing transportation systems and increase efficiency. It involves the integration of various technologies such as sensors, GPS, and artificial intelligence to collect and analyze data on traffic patterns, vehicle performance, and passenger behavior. This data is then used to make informed decisions on route planning, traffic management, and vehicle maintenance. Smart transportation operations also include the use of connected vehicles and infrastructure to improve safety and reduce congestion. The goal of smart transportation operations is to improve mobility, reduce travel time, and minimize environmental impact while ensuring safe and reliable transportation for all.

Smart transportation operations include an emphasis on decarbonized mobility, or the transition from fossil fuel-based transportation to low-carbon or zero-emission modes of transportation. This includes the use of electric vehicles, hydrogen



fuel cell vehicles, and other forms of alternative fuels. Decarbonized mobility also involves the development of sustainable transportation infrastructure, including charging stations and hydrogen refueling stations, to support the widespread adoption of low-carbon transportation. The goal of decarbonized mobility is to reduce greenhouse gas emissions from the transportation sector, which is a major contributor to climate change, while ensuring sustainable and efficient transportation for all.

Strategy

- ➔ Use Intelligent Transportation Systems (ITS) to Optimize Operations of Existing Transportation Networks
- ➔ Provide On-Demand Mobility as a Service (MaaS) to Enhance Trip Planning and Mobility
- ➔ Provide Digital Wayfinding to Reduce Traffic Congestion and Provide Public Safety Alerts
- ➔ Provide Smart Parking Solutions to Optimize Availability and Increase Revenue
- ➔ Deploy Charging and Fueling Infrastructure to Support Zero Emissions Vehicles (ZEV) and Electric Vehicles (EV)
- ➔ Deploy Microtransit Solutions to Provide Increased Transportation Options and Reduce Traffic Congestion

**9.3.5 Smart Agriculture & Food Systems**

Smart agriculture is the use of advanced technologies and data analytics to optimize agricultural production and increase efficiency. It involves the integration of various technologies, such as sensors, drones, GPS, and artificial intelligence, to collect and analyze data on soil conditions, weather patterns, crop growth, and livestock health. This data is then used to make informed decisions on crop management, irrigation, fertilization, and pest control. Smart agriculture also includes precision farming techniques that reduce waste and improve yields by enabling farmers to apply inputs only where they are needed. The goal of smart agriculture is to increase productivity, reduce costs, and minimize environmental impact while ensuring sustainable food production.

Strategy

- ➔ Use Soil Sensors to Optimize Irrigation, Fertilization, and Tillage
- ➔ Use Smart Irrigation Systems to Provide the Optimal Amount of Water for each Crop
- ➔ Use Aerial Drones to Monitor Crop Health, Irrigation, Spraying, and Planting, Soil and Field, Plant Counting, and Yield
- ➔ Use Smart Greenhouses to Create a Self-Sustaining Microclimate for Crop Production.

**9.4 Prioritized Strategies**

VHB reviewed the Climate, Natural Hazards, and other Issues identified in Section 2 to evaluate which Smart Community strategies are most appropriate for the identified needs of Inyo County. This evaluation also considers the issues identified in County plan documents, survey results (where applicable), and technologies already in use by the county.

The Prioritized Strategies for Inyo County are as follows:

- ➔ Expand Flood and Landslide Monitoring Systems to Improve Safety;

- Expand Wildfire Detection and Monitoring systems to Improve Safety;
- Deploy Charging and Fueling Infrastructure to Support Zero Emissions Vehicles (ZEV) and Electric Vehicles (EV);
- Improve Digital Access and Equity;
- Expand use of Clean and Renewable Energy Systems to Reduce Carbon Emissions, Increase Community Equity, and Improve Resilience

### 9.4.1 Strategy: Expand Flood and Landslide Monitoring Systems to Improve Safety

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#### ■ Description

In the diverse terrains of rural California, the strategy for enhancing flood and landslide monitoring blends advanced technological tools and community engagement. Central to this initiative is detecting early signs of soil movement or rising water levels through the deployment of ground-based sensors along riverbanks, slopes, and other vulnerable areas. Satellite imaging, combined with real-time meteorological data, can track heavy rainfall events and their potential to trigger landslides or floods. Further enriching these data streams with AI-powered analytics allows for predictive modeling, which can identify high-risk zones before any visible signs emerge. Additionally, engaging local communities through training and digital platforms ensures swift dissemination of alerts and promotes community-led monitoring efforts.

The implementation of such a robust monitoring strategy is crucial for several reasons. Rural areas, often characterized by less dense infrastructure and vast open landscapes, can experience rapid and devastating impacts from flash floods and landslides—resulting in loss of life, property damage, and significant economic setbacks. Given the changing climate, with erratic rainfall patterns and increasing instances of extreme weather events, the unpredictability of these hazards is on the rise. Proactively monitoring and predicting these events can significantly reduce response times, allowing residents to evacuate or take necessary precautions. Flood and landslide monitoring systems ensure the safety of the communities and minimize economic losses, making it an indispensable investment for the future safety and sustainability of rural California.

#### ■ Applications and Use Cases

- **Early Detection Systems:** Early detection systems seamlessly integrate a multitude of data sources—including real-time weather data, riverbed and stormwater infrastructure flood sensors, and soil saturation measurements—enabling early detection of impending floods or landslides. Analysis of these data can be used to precisely forecast and issue real-time alerts, allowing communities to take swift and informed action to protect lives and property. Early detection systems are instrumental in bolstering disaster resilience, minimizing damage, and ensuring the safety and preparedness of vulnerable regions in the face of increasingly unpredictable weather patterns and natural hazards.
- **Water Systems Monitoring:** Water systems monitoring employs an advanced sensor network to continuously track water levels and assess water quality in critical waterbodies and reservoirs. Using real-time data to provide invaluable insights into the health and integrity of aquatic ecosystems, water monitoring systems play a pivotal role in safeguarding water resources by ensuring a sustainable supply of clean water and proactively identifying and addressing issues such as contamination or overuse. Their ability to provide early warnings and inform decision-makers about critical changes in water systems make these monitoring systems essential to preserving the ecological balance and meeting the water needs of communities and industries alike.
- **Preventative Detection Systems:** Preventative detection systems employ a sophisticated network of sensors capable of assessing environmental conditions and terrain stability in order to accurately gauge the likelihood of floods or landslides. Furthermore, they provide critical insights into identifying vulnerable populations who may be at risk. By leveraging real-time data and predictive analytics, these systems can save lives and minimize property damage by

empowering communities and authorities to proactively plan and execute targeted interventions. Their capacity to forecast natural disasters and pinpoint those in harm's way makes them an indispensable tool in modern disaster management and community safety.

- **Flood and Landslide Notification System:** A flood and landslide notification system is a pivotal component of disaster response and public safety. Designed to rapidly disseminate to both first responders and the general public real-time alerts that are tailored to the specific level of danger posed by floods and landslides, these systems utilize a combination of meteorological data, ground-based sensors, and predictive models to assess the severity of impending hazards. Whether it's issuing evacuation orders, road closures, or precautionary measures, these notifications play a critical role in minimizing risks associated with natural disasters. In doing so, they enhance overall disaster preparedness, ensure swift and informed responses, and safeguard property and lives in vulnerable communities.
- **Evacuation Planning:** Enhancing evacuation planning, in conjunction with the effective use of flood and landslide monitoring data, is pivotal to ensuring the safety and effectiveness of evacuation efforts. Real-time data on inundation areas and landslide paths allows authorities to plan evacuation routes that more precisely steer clear of high-risk zones and respond to the evolving conditions of a disaster event, ensuring the safety of evacuees and first responders. It also enables the efficient allocation of resources and the establishment of designated evacuation centers. Integrating flood and landslide monitoring data into evacuation planning is a proactive measure that saves lives and enhances the overall resilience of communities.
- **Climate Adaptive Water Resource Management:** Climate-adaptive water resource management provides a forward-looking approach to mitigating flood risks while efficiently managing water resources. Monitoring data from various sources, including real-time weather data and water level sensors, allows for dynamic and data-informed decision-making in reservoir management and ensures that water levels are carefully controlled to minimize flood risk during heavy rainfall events. This adaptive approach safeguards communities from flooding and promotes sustainable water resource use. By synchronizing water releases with climate patterns, it optimizes water supply for various needs while simultaneously reducing the vulnerability of downstream areas to flood hazards. Integrating monitoring data into water resource management is essential in the face of changing climate dynamics, offering both resilience and resource efficiency for the benefit of communities and ecosystems alike.
- **Ecological Impacts of Flooding and Landslides:** Utilizing monitoring systems to assess the ecological impacts of flooding and landslides is vital for the preservation of vulnerable species and habitats. These systems provide valuable insights into the immediate threats posed by natural disasters and the subsequent opportunities for protection and restoration. By analyzing data from ground-based sensors, satellite imagery, and post-disaster surveys, they can identify areas where ecosystems may be at risk or where habitat restoration is needed. This information enables conservationists and authorities to develop targeted plans for safeguarding vulnerable species, restoring damaged habitats, and implementing mitigation measures to reduce future risks. Integrating monitoring data into ecological impact assessments fosters a more comprehensive and proactive approach to preserving biodiversity and ecological resilience in the face of natural disasters.
- **Enhance Design and Deployment of Green Infrastructure:** Using monitoring system data to enhance the design and deployment of green infrastructure and low-impact development (LID) systems is a progressive approach to mitigating the impacts of extreme precipitation events. By leveraging location and frequency data from monitoring systems, planners and engineers can make informed decisions about where to strategically implement green infrastructure and LID systems. This approach can reduce the risk of flooding and erosion by ensuring that sustainable stormwater management solutions are deployed in areas most vulnerable to extreme precipitation. By optimizing the allocation of resources and investments in green infrastructure projects, this strategy promotes a more resilient and sustainable urban environment. The integration of monitoring system data into infrastructure planning enhances the capacity to adapt to changing weather patterns and minimize the negative impacts of heavy rainfall on communities and ecosystems.

## ■ Benefits

- **Enhanced Public Safety:** Monitoring systems provide early detection—giving communities time to safely evacuate, take protective measures, and reduce risk of injury or loss of life.
- **Optimized Emergency Response Resource Allocation:** Authorities that are able to prioritize and deploy resources based on areas that are predicted to be the most affected can ensure timely and efficient responses.
- **Infrastructure Protection:** Local authorities and utility companies can take preventative measures, such as reinforcing structures or redirecting water flows, to protect key infrastructure from damage.
- **Economic Saving:** Early warning signs and preparations reduce the impact of disasters, saving in post-disaster recovery costs. This can result in reduced downtime for local businesses and greater economic stability.
- **Nature-Based Planning and Design:** Predictive data on flood and landslide-prone areas can allow for better land use decisions, ensuring safer and more resilient community design.
- **Holistic Water Management:** Real-time monitoring of river and rainfall patterns allows for better water resource management, potentially aiding in drought mitigation through ensuring appropriate reservoir levels.

## ■ Metrics and Key Performance Indicators

- **Sensor Deployment Coverage:** Measuring the percentage of vulnerable areas covered by ground-based sensors ensures comprehensive monitoring.
- **Data Collection Frequency:** Tracking how often data is collected from monitoring sensors ensures real-time or near-real-time monitoring capabilities.
- **Early Warning Lead Time:** The average lead time the monitoring system provides for issuing flood or landslide warnings to authorities and the public.
- **Data Accuracy:** Assess the accuracy of data collected by monitoring sensors ensures the reliability of early warnings.
- **Response Time:** The time it takes for emergency responders to react to alerts generated by the monitoring system.
- **False Alarm Rate:** Calculating the frequency of false alarms generated by the monitoring system minimizes unnecessary panic and resource allocation.
- **Risk Zone Identification:** The percentage of high-risk zones accurately identified by the monitoring system.
- **Emergency Preparedness:** The preparedness level of local authorities and communities can be assessed and improved through drills, training, and readiness assessments.
- **Cost Efficiency:** The cost-effectiveness of the monitoring system in terms of its ability to prevent damages and save lives compared to its operational expenses.
- **Data Sharing and Integration:** The extent to which monitoring data is shared and integrated with other relevant agencies and systems, such as weather forecasts or emergency response systems.
- **Reduction in Casualties and Damages:** The actual reduction in casualties, property damages, and economic losses attributed to the early warning and monitoring system.
- **Infrastructure Resilience:** The resilience of critical infrastructure, such as bridges and roads, to floods and landslides, based on monitoring data.
- **Environmental Impact:** The impact of monitoring efforts on the preservation of ecosystems and vulnerable species affected by floods and landslides.

- **Public Awareness and Education:** The effectiveness of public awareness campaigns and educational programs related to flood and landslide risks.
- **Frequency of Monitoring System Updates:** How often the monitoring system is updated with new technologies and improved capabilities to stay current with evolving risks.

#### ■ Risks

- **Financial Constraints:** Funding for the installation, maintenance, and operation of monitoring systems can be limited. Budget constraints may hinder the expansion and sustainability of monitoring efforts.
- **Data Privacy and Security:** Collecting and sharing real-time data can raise concerns about data privacy and security. Unauthorized access and data breaches could compromise sensitive information.
- **Technical Failures:** Monitoring sensors and equipment may experience technical failures. Gaps in data collection or inaccurate information can be mitigated with regular maintenance and redundancy measures.
- **False Alarms:** Overly sensitive monitoring systems may generate frequent false alarms, which can strain emergency response resources and lead to complacency among the public.
- **Public Resistance:** Some communities may resist the installation of monitoring equipment due to concerns about property values, aesthetics, or perceived intrusiveness.
- **Limited Coverage:** Achieving complete coverage of all vulnerable areas can be challenging, especially in remote or geographically complex regions.
- **Data Interpretation:** Accurate interpretation of monitoring data, and the ability to distinguish between regular fluctuations and impending disasters, is essential to avoid unnecessary panic or evacuation.
- **Infrastructure Vulnerability:** The infrastructure supporting these monitoring systems may themselves be vulnerable to damage during extreme events, potentially disrupting data collection and communication.
- **Climate Change Uncertainty:** Climate change can alter precipitation patterns and increase the frequency and intensity of extreme weather events, making it challenging to accurately predict future risks.
- **Resource Allocation:** Allocating resources to wildfire detection and climate monitoring may divert funds from other important planning initiatives. Misallocation can impact the overall effectiveness of the system and potentially impact overall community development.
- **Data Integration Challenges:** Integrating data from various sources, such as weather forecasts, river gauges, and landslide sensors, can be technically complex and require ongoing coordination.
- **Operational Maintenance:** Regular maintenance and calibration of monitoring equipment are necessary to ensure the accuracy and reliability of data, which can be resource intensive.

#### ■ Potential Partnerships

Addressing the complex challenges associated with expanding flood and landslide monitoring systems often requires collaboration with various partners. The following includes potential partners for rural California communities:

- **State and Local Government Agencies:** In California, collaboration with state and federal agencies such as the California Department of Water Resources and FEMA has led to the development of comprehensive flood monitoring systems. For example, the California Data Exchange Center (CDEC) is a state-operated system that collects, manages, and disseminates hydrologic and meteorological data to support flood monitoring and emergency response.

- **Environmental Organizations:** Collaborations with NGOs such as The Nature Conservancy and the Sierra Club can integrate ecosystem protection into flood monitoring. Their involvement can help balance environmental conservation with disaster resilience efforts, such as the restoration of floodplains and wetlands.
- **Academic Institutions:** California's universities, including the University of California, Berkeley, and Stanford University, conduct research on flood monitoring technology and risk assessment. Their expertise can contribute to the development of advanced monitoring systems and data analysis techniques.
- **Technology Companies:** California-based tech companies such as IBM and startups such as IoT America have partnered with government agencies to provide the technical infrastructure and software solutions required for flood monitoring. These collaborations can bring cutting-edge technology to a community's disaster resilience efforts.
- **Community Groups:** Involving California's community-based organizations, such as the Red Cross and local grassroots groups, can engage residents in preparedness efforts. These efforts are crucial for enhancing public awareness and participation.
- **Weather Forecasting Agencies:** The National Weather Service (NWS) and its local offices collaborate with California's emergency management agencies to improve the accuracy of weather forecasts and warnings. This partnership can ensure that real-time weather data is integrated into flood monitoring systems.
- **Infrastructure and Utility Companies:** Utilities such as PG&E and Southern California Edison are key partners in ensuring the resilience of critical infrastructure during floods. Their cooperation includes monitoring power grids and addressing potential vulnerabilities.
- **Insurance Companies:** Insurance providers such as State Farm have an interest in reducing flood-related losses. They support initiatives that enhance flood monitoring and mitigation to minimize insurance claims and protect policyholders.
- **Nonprofit Organizations:** California-based nonprofits such as the California Disaster Airlift Response Team (CalDART) are deeply connected to their communities. They can assist in disaster communication, outreach, and logistics.
- **Emergency Responders:** California's emergency response agencies, including the California Office of Emergency Services and local fire departments, can collaborate with developing flood response plans, coordinating rescue efforts, and ensuring public safety.
- **Land Use and Urban Planning Departments:** Local planning departments can work with flood monitoring systems to integrate real-time data into land use and development plans, helping create resilient, flood-resistant urban environments.
- **Transportation Authorities:** Agencies such as Caltrans can manage transportation infrastructure during flood events. Monitoring these systems aids in making informed decisions regarding road closures and detours, ensuring public safety.
- **Regional and Local Authorities:** Collaboration with county and municipal governments is essential for aligning policies, sharing resources, and coordinating flood response efforts at the local level.
- **Data and GIS Experts:** California's data and GIS experts contribute their skills to integrate monitoring data and create informative visualizations, making complex data accessible for decision-makers.
- **Media and Communication Partners:** California's media outlets and communication experts play a crucial role in disseminating timely flood warnings and safety information to the public, contributing to effective disaster communication.

Effective partnerships can enhance the capacity to expand and maintain flood and landslide monitoring systems while promoting community engagement and resilience. The choice of partners will depend on the specific goals and needs of the monitoring initiative and the local context.

### ■ Case Studies

The following case studies from Colorado, Washington State, and Monterey County serve as an example to rural California communities interested in deploying wildfire detection and monitoring systems. These success stories offer adaptable strategies that can be tailored to meet local needs.

Colorado has a history of flash floods, particularly in areas affected by wildfires. To address this risk, the **Colorado Hazard Mapping Program (CHAMP)**, led by the Colorado Water Conservation Board, focuses on mapping flood and landslide hazards. Using advanced technologies such as LiDAR, aerial imagery, and ground-based field surveys, this program identifies high-risk areas within the state. However, it goes beyond mapping to play a pivotal role in guiding land use planning and enhancing emergency preparedness measures. By providing actionable data and insights, it equips stakeholders with the tools to make informed decisions, safeguard communities, and reduce the impacts of natural disasters.<sup>277</sup>

In the Pacific Northwest, an area known for its steep terrain and susceptibility to landslides, various agencies in Washington state have developed a landslide warning system. This system utilizes monitoring data and GIS Models to assess slope stability and promptly issue alerts when landslide risks are elevated, particularly after heavy rainfall. In addition, the system monitors where landslides occur and are reported, making the data available through its Geographic Information Portal. This proactive approach to monitoring has proven invaluable to protecting communities in the region.<sup>278</sup>

Monterey County, California, has been prone to both wildfires and flooding, which has led its Water Resources Agency to implement an early warning system. The ALERT Flood Warning System utilizes a network of sensors to monitor real-time environmental conditions including rainfall, river levels, and the potential for debris flows. Data from the system is monitored by staff via both a desktop and mobile web-based interface. The system also ensures redundancy through using an ALERT radio backbone, providing access to reliable real-time hydrologic data in even the worst storm conditions. What sets this initiative apart is its ability to swiftly issue alerts to both residents and emergency responders when the threat of flooding or landslides escalates. These timely notifications empower communities to take decisive actions, including evacuations, and enable emergency responders to mobilize quickly. This bridging of technology and disaster response serves as a lifeline for safeguarding lives and minimizing the impact of natural disasters in a state frequently at risk.<sup>279</sup>

### ■ Estimated Costs

The estimated cost of a flood monitoring system is subject to various factors, including the system's scope and coverage area; the choice of technology and sensors; data communication infrastructure, processing, and analytics; integration with existing infrastructure, maintenance and operational expenses; alerting and communication systems; user interface development; environmental conditions; regulatory compliance; and scalability requirements. Costs can range from tens of thousands of dollars for small-scale local systems to millions of dollars or more for larger regional or national systems with advanced technology and extensive coverage. To determine an accurate estimate, organizations planning flood monitoring systems should conduct a thorough needs assessment and cost analysis tailored to their specific objectives and project parameters.

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<sup>277</sup> <https://bouldercounty.gov/transportation/floodplain-mapping/colorado-hazard-mapping-program-champ/>

<sup>278</sup> <https://www.dnr.wa.gov/programs-and-services/geology/geologic-hazards/landslides#find-mapped-landslides>

<sup>279</sup> <https://www.co.monterey.ca.us/government/government-links/water-resources-agency/programs/flood-warning-alert/alert-flood-warning-system>



In California, state and federal grants are crucial funding sources for flood monitoring systems and related projects. The California state government, through agencies such as the California Department of Water Resources and the California Governor's Office of Emergency Services, provides grants and funding opportunities for flood monitoring and disaster resilience initiatives.<sup>280</sup> Additionally, federal agencies such as FEMA offer competitive grant programs for which municipalities, organizations, and communities in California can apply to support their flood monitoring efforts.<sup>281</sup> These grants play a vital role in financing the development and maintenance of flood monitoring systems in the state, contributing to enhanced disaster preparedness and response. Securing such grants typically requires a comprehensive application process—demonstrating the project's alignment with state and federal priorities, potential impact on public safety, and adherence to specific program requirements and guidelines.

### 9.4.2 Strategy: Expand Wildfire Detection and Monitoring Systems to Improve Safety

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#### ■ Description

In the wake of increasing climatic changes and environmental challenges, the strategy for expanding wildfire detection and climate monitoring systems in rural California is aimed at proactively identifying and mitigating potential wildfire threats. Utilizing a fusion of advanced technologies such as satellite imaging, drones, ground sensors, AI predictive analytics, and robust communication infrastructures, this comprehensive approach offers real-time surveillance, accurate data collection, and swift response mechanisms for both wildfires and significant climatic shifts.

The importance of this strategy cannot be overstated. Rural California, with its expansive woodlands and dry terrains, has historically been vulnerable to devastating wildfires, which endanger lives, destroy homes, and decimate ecosystems. The economic and environmental repercussions of these events have ripple effects that are felt locally and nationally. Moreover, as climate change exacerbates weather extremes, monitoring shifts in the environment becomes crucial to predicting and preparing for these volatile events. Thus, by investing in and advancing these monitoring systems, we not only safeguard our communities and natural landscapes but also equip ourselves with the tools and knowledge necessary to combat the unpredictable challenges of a changing climate.

#### ■ Applications and Use Cases

- **Computer Vision based Wildfire Monitoring Systems:** A vital component in modern wildfire detection and monitoring systems, Wildfire lookout cameras offer continuous, real-time surveillance of vulnerable landscapes. Equipped with high-definition, pan-tilt-zoom capabilities, these cameras are strategically placed at elevated vantage points to maximize their field of view, often covering dozens of miles in all directions. Utilizing advanced image recognition algorithms, they can automatically detect signs of smoke or fire and alert relevant authorities within seconds, thereby significantly reducing the time between the onset of a wildfire and the initiation of emergency response measures and aiding in the protection of lives, property, and natural ecosystems.
- **Emissions Based Wildfire Monitoring System:** Wildfire emissions sensors are cutting-edge devices specifically engineered to monitor air quality and detect pollution levels associated with wildfires. Strategically deployed in fire-prone regions, these sensors are capable of measuring a range of pollutants, including particulate matter, carbon monoxide, and volatile organic compounds, and provide real-time data that is crucial for assessing the environmental and health impacts of wildfires. Integrated with advanced analytics and communication systems, these sensors not only alert emergency services and local communities to deteriorating air quality but also contribute valuable

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<sup>280</sup> <https://www.caloes.ca.gov/>

<sup>281</sup> <https://www.fema.gov/grants/mitigation/flood-mitigation-assistance>



information for research and policy making. By continuously tracking and analyzing wildfire-induced emissions, these sensors offer an indispensable tool for mitigating both the immediate and long-term impacts of wildfires on air quality and public health.

- **Automated Wildfire Emergency Notification System:** The automated wildfire emergency notification system is a state-of-the-art alerting mechanism designed to provide immediate warnings to first responders and local communities when a potential wildfire threat is detected. Using real-time data from a network of cameras, sensors, and satellite imaging, this system employs advanced algorithms to accurately identify the early signs of wildfires. Upon detection, it automatically triggers a cascade of alerts via multiple platforms—such as text messages, emails, and dedicated apps—to ensure rapid dissemination of critical information. By significantly narrowing the time window between the onset of a fire and the initiation of emergency response actions, the automated wildfire emergency notification system plays a pivotal role in safeguarding lives, property, and natural resources, while allowing for more effective coordination among various agencies involved in wildfire management.
- **Drones and UAVs:** Unmanned aerial vehicle (UAV) deployment for investigating and monitoring potential and active wildfires represents a transformative approach to wildfire management. These UAVs can quickly and safely cover expansive and often rugged terrains that are difficult for human surveyors to access. Offering high-resolution imaging, thermal cameras, and smoke detection sensors, they provide real-time data that is invaluable for both the early identification of potential fire zones and the tracking of active wildfires. Integrated with predictive analytics and communication networks, the UAVs can instantly relay critical information to emergency services, facilitating timely and effective response strategies. By serving as agile, high-tech scouts in the sky, UAVs help protect communities and conserve natural ecosystems by enhancing situational awareness and operational capabilities in wildfire management.
- **Real Time Wildfire Tracking Systems:** Emergency response resource allocation, based on real-time fire location and severity data, revolutionizes the traditional approach to wildfire management by dynamically optimizing the deployment of firefighters, equipment, and other critical resources. Utilizing a data-driven model fed by an array of inputs—including satellite imagery, ground sensors, UAV footage, and weather forecasts—this system employs advanced analytics to assess the evolving nature and risk of active or potential fires. Based on this real-time analysis, the system then automates or advises the allocation of available resources, ensuring that they are directed where they are needed most. By providing a responsive, adaptive, and highly efficient method for marshaling resources, this approach substantially enhances the effectiveness of wildfire response efforts, ultimately saving lives, protecting property, and minimizing environmental damage.
- **Connected Infrastructure Systems:** Infrastructure systems linked to wildfire monitoring are designed to safeguard essential utilities by providing real-time alerts to utility companies, enabling the immediate shutdown of power lines and gas lines in areas at risk from an active wildfire. These integrated systems utilize data streams from a variety of sources, such as satellite imagery, ground sensors, and predictive analytics, to identify zones where fires are likely to spread. Upon detection of an emerging threat, the system triggers automated or manual protocols to temporarily disable vulnerable utility lines, thereby preventing them from serving as additional ignition sources or suffering damages. This multi-layered, responsive approach allows for a more coordinated and effective emergency response, enhancing both public safety and infrastructure resilience by reducing the risk of wildfire-induced utility failures and catastrophic events.
- **Online Public Wildfire Tracking Application:** Public Facing Web Applications offer a real-time, interactive platform to provide communities with critical information on wildfire locations, air quality, and designated safe zones. Sourced from a network of ground sensors, satellite imagery, and other monitoring systems, these applications serve as a centralized hub for data visualization and situational awareness. With user-friendly interfaces and geolocation features, they enable residents to easily track fire movements, assess air quality levels, and identify the nearest safe havens in the event of an emergency. By offering timely and accurate updates, these web applications empower

individuals to make informed decisions for their safety and well-being while also facilitating more effective communication and coordination among residents, community organizations, and emergency services. In situations where timely information can make all the difference, these public-facing platforms are indispensable tools for community resilience against wildfires.

- **Real-Time Evacuation Protocols:** Evacuation Protocols based on real-time monitoring of wildfires represent a groundbreaking approach to public safety. These protocols ensure that residents receive timely warnings and access to the safest and fastest evacuation routes away from danger zones by using a dynamic system that continuously ingests data from an array of sources, such as ground sensors, satellite imagery, and UAV footage. Advanced algorithms analyze this real-time information to identify emerging threats and dynamically update evacuation plans. Residents receive immediate alerts via multiple communication channels, including text messages, phone calls, and apps, which provide warnings and turn-by-turn directions to the nearest safe locations. These smart evacuation protocols minimize the time between threat detection and community action, substantially increasing the odds of a successful and orderly evacuation.
- **Post-Fire Recovery Assessment:** Assess post-fire rehabilitation systems utilize advanced monitoring technologies to evaluate the damage wrought by wildfires on properties, the environment, and infrastructure. These systems employ a combination of satellite imagery, UAVs equipped with high-resolution and thermal cameras, and ground sensors to generate a comprehensive picture of affected areas. This data is then processed through specialized analytics software to quantify the extent of the devastation, from scorched landscapes and ruined buildings to compromised roads and utility networks. The detailed assessments help prioritize the most critical needs for restoring communities and natural habitats. Moreover, the collected data can be archived and studied to improve future fire mitigation strategies. By providing precise, real-time insights into the aftermath of wildfires, Assess post-fire rehabilitation systems play a pivotal role in facilitating effective and efficient recovery efforts.
- **Wildfire Frequency Trend Analysis and Risk Modeling:** Wildfire frequency trend analysis and risk modeling systems are designed to synthesize a multitude of data points, including historical wildfire incidents, weather patterns, and land use, to better inform future wildfire mitigation efforts in the wildland-urban interface (WUI) as well as in land management, climate adaptation planning, and insurance adjustments. The systems use machine learning algorithms and big data analytics to provide predictive models that identify areas of increased fire risk and estimate the likely frequency and intensity of future events. By isolating key variables and their interdependencies, these models serve as a robust basis for a range of applications, from guiding controlled burns and zoning regulations to influencing insurance premiums and climate resilience measures. As climate change intensifies the threats posed by wildfires, these advanced analytical tools safeguard communities and natural ecosystems alike by helping to proactively plan and inform decision-making.

#### ■ Benefits

- **Early Detection and Rapid Response:** Live monitoring for wildfires allows for early detection and rapid response efforts to prevent wildfires.
- **Faster Wildfire Response Times:** Faster response times can result in putting out wildfires before they get out of control.
- **Disaster Reconnaissance:** Utilizing UAV for wildfire reconnaissance can quickly give emergency responders valuable information that mitigate wildfire damage and save lives.
- **Real-Time Tracking:** During an extreme wildfire event, first responders can accurately track the location, speed, and intensity of a wildfire and respond accordingly.
- **Enhanced Public Communication:** Robust communication saves lives during wildfire events.

- **Rapid Recovery and Adaptation:** The ability to determine areas that are frequently at risk from wildfires provides responders with information to guide the recovery process.

#### ■ Metrics and Key Performance Indicators

- **Wildfire Detection Accuracy:** The accuracy of wildfire detection systems in identifying and locating wildfires in rural areas. This can be expressed as a percentage of correct detections compared to false alarms.
- **Response Time:** The time it takes for emergency services to respond to a detected wildfire. A shorter response time can minimize damage and save lives.
- **Evacuation Efficiency:** An evaluation of how quickly and efficiently residents in affected areas are evacuated during wildfire events. This can be measured in terms of evacuation completion time and the percentage of the population successfully evacuated.
- **Air Quality Index (AQI):** A measure of the AQI in urban areas affected by wildfires. High AQI levels can have health implications for urban residents, so maintaining good air quality is vital.
- **Infrastructure Resilience:** The resilience of critical infrastructure (e.g., power lines, water supply) to wildfire events. Metrics might include the percentage of infrastructure that remains functional during a wildfire and the time it takes to restore services.
- **Community Preparedness:** The level of preparedness of urban communities for wildfires. This can include the percentage of households with emergency kits, evacuation plans, and awareness of evacuation routes.
- **Emergency Communication Reliability:** The reliability of communication systems during wildfire events, such as cell networks and emergency alert systems.

#### ■ Risks

- **Cost Overruns:** Developing and maintaining advanced monitoring systems can be expensive. There's a risk of budget overruns if the initial cost estimates are not accurate or if ongoing maintenance costs are underestimated.
- **Technological Challenges:** The integration of various technologies such as satellite imaging, drones, AI, and communication infrastructure can be complex. Technical failures or compatibility issues between these systems can disrupt monitoring efforts.
- **Data Privacy and Security:** Collecting and storing sensitive data related to wildfire detection and climate monitoring raises concerns about data privacy and security. Unauthorized access and data breaches could compromise citizen privacy and critical information.
- **False Alarms:** Overly sensitive detection systems may generate frequent false alarms, which can strain emergency response resources and lead to complacency among the public.
- **Public Resistance:** Some communities may resist the installation of monitoring infrastructure due to concerns about privacy, aesthetics, or perceived health risks such as those associated with cell towers.
- **Data Quality and Reliability:** Ensuring that the data collected by monitoring systems is accurate and reliable is crucial. Inaccurate data can lead to incorrect assessments of wildfire risks and climate trends.
- **Infrastructure Vulnerability:** The infrastructure supporting these monitoring systems may themselves be vulnerable to natural disasters such as wildfires or extreme weather events, potentially causing service disruptions.
- **Community Engagement:** Engaging with local communities is essential to gaining their support for these systems. Resistance or lack of cooperation from residents can hinder implementation and effectiveness.

- ➔ **Changing Climate Patterns:** Climate change can lead to shifts in wildfire behavior and patterns, making it challenging to predict and respond to these events accurately.
- ➔ **Resource Allocation:** Allocating resources to wildfire detection and climate monitoring may divert funds from other important planning initiatives. Misallocation can impact the overall effectiveness of the system and potentially impact overall community development.
- ➔ **Interagency Coordination:** Coordinating efforts among various agencies responsible for wildfire response and climate monitoring can be complex and require effective collaboration.

#### ■ Potential Partnerships

When implementing strategies for expanding wildfire detection and climate monitoring systems in rural California, it's important to collaborate with various partners to ensure the success of these initiatives. The following includes some potential partners and stakeholders:

- ➔ **State and Local Government Agencies:** Agencies such as CAL Fire, local fire departments, the California Office of Emergency Services (CalOES), and the California Department of Fish and Wildlife (CDFW) aid in comprehensive wildfire management.
- ➔ **Federal Agencies:** Federal agencies, such as the United States Forest Service (USFS), National Oceanic and Atmospheric Administration (NOAA), Federal Emergency Management Agency (FEMA), and the National Interagency Fire Center (NIFC), can provide access to federal resources, funding, and expertise.
- ➔ **Nonprofit Organizations:** Nonprofit organizations such as the Sierra Club, The Nature Conservancy, and the National Wildfire Foundation, can aid in wildfire prevention, conservation, and climate action.
- ➔ **Academic Institutions:** Academic institutions such as the University of California system, Stanford University, and the National Center for Atmospheric Research (NCAR) can leverage their research capabilities in climate monitoring and wildfire prediction.
- ➔ **Technology Companies:** Technology companies, such as SpaceX for satellite imaging, DJI for drone technology, IBM for AI predictive analytics, and Verizon for communication infrastructure can utilize specialized capabilities in their respective fields.
- ➔ **Community Groups:** Local community groups, including the California Fire Safe Council and local Neighborhood Watch programs, can engage communities in preparedness efforts.
- ➔ **Utility Companies:** Utility companies such as PG&E, Southern California Edison, and San Diego Gas & Electric can enhance the resilience of critical infrastructure to wildfires.
- ➔ **Environmental and Conservation Organizations:** Organizations such as the Audubon Society, Environmental Defense Fund, and Earthjustice can enhance environmental protection and sustainable land management practices.
- ➔ **Emergency Services and First Responders:** Organizations such as the California Professional Firefighters and the California Highway Patrol can foster more effective response coordination.
- ➔ **Private Sector and Business Community:** Local businesses and industries, including the California Chamber of Commerce, can help with disaster planning and recovery support.
- ➔ **Community Leaders and Elected Officials:** Elected officials such as California's governor, senators, and congressional representatives can encourage their advocacy for funding and policy support.
- ➔ **Grassroots Organizations:** Grassroots organizations, such as 350.org and local climate action groups, can mobilize community support.

- **Telecommunication Providers:** Telecommunication companies such as AT&T and T-Mobile can ensure robust communication infrastructure for timely alerts.
- **Weather Forecasting Services:** Weather forecasting services such as The Weather Channel and local meteorologists can help integrate accurate weather data into monitoring systems.
- **Insurance Companies:** Insurance providers such as State Farm and Allstate have an interest in reducing wildfire-related losses. They support risk assessment and mitigation strategies to reduce wildfire-related losses and minimize insurance claims.

Effective partnerships can enhance the resilience of rural California communities to wildfires and climate-related challenges. The choice of partners will depend on the specific goals and needs of the monitoring initiative and the local context.

### ■ Case Studies

The following case studies from Cal Fire's Sonoma-Lake-Napa unit, Sonoma County, and Australia serve as examples for rural California communities interested in deploying wildfire detection and monitoring systems. These success stories offer adaptable strategies that can be tailored to meet local needs.

Cal Fire's Sonoma-Lake-Napa unit, in collaboration with the ALERTCalifornia system at UC San Diego, is among six regional units testing the use of fire lookout cameras with artificial intelligence to speed responses.<sup>282</sup> The Sonoma-Lake-Napa unit covers six counties, including Colusa, Solano and Yolo counties. According to Cal Fire, the sensors are designed to detect wildfires "within minutes, often during their early smoldering phase, greatly reducing the risk of spreading or becoming larger or more catastrophic." They also monitor forest microclimates; temperature; humidity; and air pressure in dark, dense areas of the forest where remote, rugged terrain limits connectivity. The statewide system now boasts 1,032 high-definition cameras strategically deployed around California—199 of them sponsored by Cal Fire. The cameras feature pan-tilt and zoom capabilities and near-infrared night vision, with the ability to provide 24-hour surveillance and 360-degree sweeps every two minutes, monitor the same peaks and ridge tops from different perspectives, and train the cameras on specific points to monitor unfolding events. The devices can view up to 60 miles during a clear day and up to 120 miles during a clear night. Cal Fire has invested \$20.3 million in the system, with a commitment to provide at least \$3.5 million more in the coming year.

Sonoma County recently partnered with the software company Alchera to deploy Firescout, an AI smoke detection solution.<sup>283</sup> This comprehensive system uses a network of strategically positioned fire watch cameras powered by advanced AI algorithms to detect smoke in its earliest stages. Firescout is on 24/7, and its optimized real-time alerting mechanism enables rapid notifications to emergency responders and local authorities. Beyond detection, it provides precise information about smoke plume location and characteristics, facilitating resource allocation and evacuation planning. This proactive approach exemplifies Sonoma County's commitment to safeguarding lives and properties in the face of California's persistent wildfire threat and showcases the pivotal role of technology in modern emergency management.

Australia's comprehensive FireWatch system<sup>284</sup> integrates a multitude of sources—including weather data, satellite imagery, and fire behavior modeling—to provide data to the public via an online map that displays real-time information about current wildfires. Firefighters and emergency services also rely on the data it provides about previous wildfires. During the devastating 2019-2020 bushfire season in Australia, FireWatch emerged as a critical asset; it tracked fire movements, predicted fire behavior, and played a central role in coordinating firefighting efforts and ensuring public safety during evacuations.<sup>285</sup>

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<sup>282</sup> Cal Fire Tests AI Tech in Wildfire Detection System (govtech.com)

<sup>283</sup> Staying Alert: California wildfire prevention with artificial intelligence - ABC7 San Francisco (abc7news.com)

<sup>284</sup> <https://firewatchaustralia.com/the-firewatch-system/>

<sup>285</sup> <https://myfirewatch.landgate.wa.gov.au/>

### ■ Estimated Costs

A comprehensive approach must be taken when estimating the costs for implementing wildfire monitoring and detection systems. First, a community must identify the specific technologies and components required, such as satellite imagery, ground sensors, drones, communication infrastructure, and data analytics software. The scale of coverage, including the area to be monitored and the density of monitoring points, should be considered. Next, it's necessary to assess ongoing operational costs, including data processing, maintenance, and personnel. Additionally, the cost of system integration, training for personnel, and contingency planning should be factored in. Collaboration with experts in the field will help generate accurate cost projections and allow for consideration of potential scalability and expansion. It's crucial to account for both initial setup costs and long-term operational expenses when estimating the budget for such systems.

Funding for wildfire monitoring and detection systems can come from both in-state and national sources. California can allocate resources through its budget for emergency management and wildfire prevention. Funding may also be available through agencies such as Cal Fire, the California Department of Forestry and Fire Protection, and the California Office of Emergency Services. At the national level, the Federal Emergency Management Agency (FEMA) can provide grants for wildfire mitigation and preparedness. Collaborative initiatives with federal agencies such as the United States Forest Service (USFS) and partnerships with private sector companies involved in technology and environmental monitoring can also secure funding. Additionally, California can explore federal disaster relief funds for post-fire rehabilitation efforts, making it essential to establish strong intergovernmental relationships to effectively access these resources.

## 9.4.3 Strategy: Deploy Charging and Fueling Infrastructure to Support Zero Emissions Vehicles and Electric Vehicles

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### ■ Description

Zero emissions vehicles (ZEV) and electric vehicles (EV) are a transformative advancement in transportation technology. Since these vehicles operate without tailpipe emissions, they contribute to a significant reduction in air pollution and greenhouse gas emissions. EVs utilize advanced battery technology to store and provide power to an electric motor, enabling smooth and quiet acceleration. By harnessing electricity from renewable sources, ZEVs and EVs offer a sustainable and environmentally friendly alternative to traditional internal combustion engine vehicles. With a growing emphasis on sustainability and combating climate change, electric vehicles play a pivotal role in the transition towards cleaner, more eco-conscious transportation solutions.

### ■ Applications and Use Cases

The implementation of EV charging stations contributes significantly to the reduction of carbon emissions by encouraging residents to switch to electric vehicles, leading to a smaller carbon footprint.

Charging stations serve as a fundamental part of the Internet of Things (IoT) infrastructure in smart cities, allowing for better energy management and distribution. Ability to link these stations to smart grids for efficient power supply, real-time monitoring, and returning excess power to the grid. Comprehensive data from these stations enables local governments to analyze usage patterns for strategic planning and decision-making.

Deployment of these systems typically consists of a partnership with a providing company. Third party providers may also develop additional analytical metrics that can be used in further decision making.



## ■ Benefits

- **Usefulness to Residents:** Local administrators that channel investments into electric vehicle charging infrastructure help foster and facilitate the adoption of EVs, thus enhancing their city's allure for residents. Such initiatives are an investment in the well-being and overall quality of life for citizens, cultivating an environment conducive to the health and prosperity of current and forthcoming generations. This not only generates cost savings for residents but can also direct those funds toward city-wide recreational pursuits—which, in turn, contributes to increased tax revenues and city benefits.
- **Analytical Capabilities:** Leveraging automotive data aids local governments, traffic infrastructure planners, and charging station providers, in strategically placing charging infrastructure. Information such as location, timestamp, state of charge, ignition status, odometer readings, distance traveled, vehicle model, temperature, and battery capacity can be analyzed to discern driving patterns and identify driver clusters during various timeframes. These vehicle-derived insights empower municipalities to design a well-distributed network of EV charging stations.
- **Economic Development:** Considering the existing range constraints, EV drivers tend to be particularly aware of charging station availability along their routes and strategically plan their stops. The substantial time investment, even with the use of fast charging infrastructure, might encourage EV drivers to optimize their refueling breaks by integrating them with other activities such as shopping, dining, and exploring local attractions such as parks and even casinos. Maintaining a link to the larger EV charging network benefits local residents and visitors by contributing to the economic growth of local businesses and generating revenue through these combined experiences.<sup>286</sup>

## ■ Metrics and Key Performance Indicators

- **Number of Charging Stations:** The total number of operational EV charging stations across the county. This is a direct indicator of accessibility for electric vehicle users.
- **Usage Rate:** The frequency with which charging stations are used. This can indicate how often residents and visitors are using electric vehicles and thus the demand for further stations.
- **Energy Consumption:** The total amount of energy consumed by the charging stations. This can provide insights into peak usage times and energy demand, aiding in planning for energy management.
- **Charging Time:** Average duration of a charging session. Shorter charging times could indicate more efficient charging technology or vehicles.
- **Downtime:** The amount of time charging stations are out of service. Lower downtime equates to higher reliability and service quality.
- **GHG Emissions Reduction:** The amount of greenhouse gas emissions reduced by using electric vehicles instead of fossil-fuel-powered vehicles. This helps quantify the environmental impact of the shift to electric vehicles.
- **Customer Satisfaction:** Feedback from users about their experience with the charging stations. This can be gathered through surveys or online reviews and can provide insights into areas for improvement.
- **Economic Impact:** Tracking the increase in local economic activity due to the implementation of charging stations, such as growth in tourism or electric micromobility businesses.
- **Number of EVs in the county:** Tracking the growth in the number of electric vehicles registered in the county can give an indication of the adoption rate and success of the initiative.

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<sup>286</sup> <https://www.transportation.gov/rural/ev/toolkit/ev-benefits-and-challenges/community-benefits#:~:text=BEVs percent20run percent20with percent20zero percent20tailpipe,businesses percent20and percent20provide percent20health percent20benefits>

- **Vehicle-to-Grid:** In cases where vehicles or charging stations can give unused power back to the grid, measuring this energy can indicate the efficiency of this system.<sup>287</sup>

#### ■ Risks

- **Upfront Costs:** The initial investment of establishing an EV infrastructure network is substantial, and it may be geographically infeasible to provide an extensive EV network.
- **Infrastructure Vulnerability:** Maintaining EV infrastructure is also at the mercy of the natural elements, and particularly dangerous or powerful storms can wreck the electrical or utility systems needed to support the existing network.<sup>288</sup>

#### ■ Potential Partnerships

Potential partnerships may include cooperative relationships with EV infrastructure providers or individual EV automobile companies. The following includes some potential partners and stakeholders:

- **Utility Companies:** To build and maintain EV infrastructure, cooperative agreements with local energy companies and developers of charging stations could provide analytical insights into usage. Additional cooperation may include cost- and energy-sharing agreements.<sup>289</sup>
- **Public/Private Partnerships:** Private automobile manufacturers may also partner with infrastructure developers, particularly those automobile makers looking to enter the EV market against established, privately developed infrastructure companies such as Tesla.<sup>290</sup> Relationships between smaller EV automobile makers and private infrastructure providers may benefit the community by opening the door to new enhanced opportunities. Regardless, committing to public-private partnerships may aid municipalities in achieving ZEV/EV-related goals.

#### ■ Case Studies

The following case studies from California cities serve as examples for rural California communities interested in deploying ZEV and EV infrastructure projects. These success stories offer adaptable strategies that can be tailored to meet local needs.

Los Angeles has been a leading U.S. city in the implementation of EV charging stations, with programs such as Charge Up LA! that offer rebates for home and commercial charging equipment installation. The city's Department of Water and Power (LADWP) has a goal to install 10,000 public charging stations by 2022. LA also integrates EVs into their public transit and city fleet, contributing to a reduction in the city's carbon emissions.

The Bay Area is known for its tech-savvy population and its commitment to sustainability, making it a natural fit for EV adoption. The city offers incentives for EV purchases and has implemented a significant number of charging stations in public parking facilities and at workplaces. The Bay Area Air Quality Management District's Charge! Program offers grants to public agencies and businesses to install charging stations.

Sonoma County in Northern California has been proactive in establishing EV charging infrastructure in suburban and rural areas. With a blend of urban centers, suburban communities, and rural areas, Sonoma provides a great case study. It launched

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<sup>287</sup> <https://otonomo.io/blog/why-municipalities-should-invest-in-electric-vehicle-charging-infrastructure-today/#~:text=Electric%20Vehicle%20Advantages&text=They%20emit%20no%20direct%20emissions,accompanies%20their%20charging%20and%20running>

<sup>288</sup> <https://www.transportation.gov/rural/ev/toolkit/ev-benefits-and-challenges/challenges-and-evolving-solutions>

<sup>289</sup> <https://evchargingsummit.com/blog/ev-partnerships/>

<sup>290</sup> <https://www.axios.com/2023/07/26/electric-car-charging-network>



the Sonoma County EV Charging Station Program, providing incentives for the installation of charging stations in public areas, workplaces, and multi-unit dwellings. This comprehensive approach helped make EVs a feasible option for a larger population.

Rural Humboldt County in northern California has made significant strides in installing EV charging stations, despite its rural nature. The Redwood Coast Energy Authority has been working, with local and state partners, to increase the number of EV charging stations throughout the county. This has included installations at key locations, such as local businesses and tourist destinations, in an effort to make EV ownership more convenient for residents and visitors.

Monterey Bay has implemented an extensive network of charging stations throughout the region. With its largely suburban and rural makeup, the Monterey Bay community has benefited from the Monterey Bay Electric Vehicle Incentive Program (MBeVIP) that provides incentives for the purchase or lease of new EVs.

The San Joaquin Valley, including Fresno County, has been a focus for clean transportation initiatives due to its air quality challenges. The Charge Up! program, managed by the San Joaquin Valley Air Pollution Control District, provides funding to businesses, public agencies, and property owners who install publicly accessible charging stations.

Placer County, a rural/suburban area in the Sierra Nevada, has seen increased installation of charging stations. This effort has been bolstered by the Placer County Air Pollution Control District, which provides incentives for the installation of EV charging stations.

Green Raiteros, an electric vehicle (EV) ride-sharing initiative, has emerged as a beacon of mobility justice in Huron. The community-organized initiative uses a fleet of EVs to provide free transportation to low-income and elderly residents for medical appointments. Born from a lack of public transit and environmental concern, the program now boasts 30 strategically placed charging stations around the city, transforming Huron into an example of how rural communities can overcome transportation barriers while reducing carbon emissions.

### ■ Estimated Costs

Infrastructure costs associated with deploying EV systems include actual physical charging systems as well as associated electrical engineering. Charging stations are developed on levels, and the cost may fluctuate with the different levels: Level One chargers cost between \$300 to \$1,500, Level Two chargers cost between \$400 to \$6,500, and DC Fast Chargers cost between \$10,000 to \$40,000.<sup>291</sup> Installation costs can range anywhere from \$2,000 to \$60,000.<sup>292</sup>

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<sup>291</sup> [https://afdc.energy.gov/files/u/publication/evse\\_cost\\_report\\_2015.pdf](https://afdc.energy.gov/files/u/publication/evse_cost_report_2015.pdf)

<sup>292</sup> <https://www.icf.com/insights/transportation/electric-vehicle-charging-infrastructure-costs>

#### 9.4.4 Strategy: Improve Digital Access and Equity

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##### ■ Description

Digital equity refers to fair and equal access to technology and digital resources, regardless of factors such as income, race, or geographic location. It involves ensuring that all individuals and communities have access to the tools and resources needed to participate fully in the digital world, including access to high-speed internet, digital devices, and digital literacy training. Digital equity is important for promoting social and economic inclusion and for ensuring that everyone has the opportunity to benefit from the many advantages of technology and digital innovation.

##### ■ Applications and Use Cases

- **Public Wi-Fi:** Public Wi-Fi networks, often provided in locations such as parks, libraries, community centers, and transport hubs, serve as an essential resource for people who may not have consistent, reliable internet access at home. These networks offer a point of digital entry, allowing individuals to check emails, perform online tasks, engage in social media, and access information or services. For travelers, public Wi-Fi can be a lifesaver, providing a way to navigate unfamiliar locations or stay connected when abroad. While concerns about security and privacy do exist, steps can be taken to secure these networks and educate the public on safe online behavior. Overall, public Wi-Fi serves as a vital lifeline, connecting people to the digital world and thereby enhancing digital equity across communities.
- **Digital Resource Centers:** Community centers, such as libraries, play a transformative role in modern society as central hubs of digital access and opportunity. By offering free internet access, these centers ensure that all community members, irrespective of their economic background, can tap into the vast online world—whether for research, learning, or leisure. This inclusivity is pivotal, especially as the global workforce shifts more towards remote work. For many who lack dependable internet connections at home, community centers provide essential connectivity to work or explore job opportunities, engage in virtual collaborations, or conduct digital tasks. In bridging the digital divide and facilitating remote work access, community centers stand as pillars of digital equity and socio-economic empowerment in their locales.
- **Device Lending:** Device lending programs have become an invaluable resource in bridging the digital divide. By allowing individuals to borrow laptops, tablets, or even portable Wi-Fi hotspots for temporary use, these programs extend the realm of digital access beyond fixed locations such as libraries or internet cafes. This is a critical service for low-income families who can't afford personal devices, students who need reliable technology for remote learning, and professionals or job seekers who require specific digital tools for remote work. By offering a "technology library" of sorts, device lending programs democratize access to essential digital resources, thereby fostering a more equitable digital landscape for all.
- **Digital Literacy Training:** In today's digitally driven world, access to devices and the internet is only half the battle; the ability to navigate these tools effectively is equally crucial. Digital literacy programs aim to equip individuals with the essential skills needed to use technology responsibly and efficiently. These programs cover a broad range of topics, from basic computer operations and online safety protocols to more advanced topics such as coding or digital content creation. They serve as a vital educational foundation for various demographics—be it low-income families who are new to digital technology, students looking to supplement their classroom learning, or adults learning new skills for job opportunities in the digital realm. By fostering digital literacy, these programs empower individuals to participate fully in the modern world, thus advancing the cause of digital equity.
- **Promote Digital Access Programs and Grants:** Government initiatives such as the Federal Communications Commission's Affordable Connectivity Program play a pivotal role in enhancing digital equity across communities. This program provides financial assistance to low-income households, helping them afford internet services and

connected devices. By subsidizing the cost of connectivity and essential digital tools, the program removes significant financial barriers that often deter people from engaging with the digital world. For families, this means greater access to educational resources for children and more opportunities for adults to seek employment or work remotely. These kinds of government interventions not only broaden internet access but also elicit broader societal benefits, such as improved education outcomes and greater economic mobility. Therefore, the Affordable Connectivity Program serves as a cornerstone in the larger framework of efforts aimed at achieving digital inclusion for all.

## ■ Benefits

- **Economic Opportunities:** Digital access opens doors to a plethora of economic benefits, such as online job searches, remote work, e-commerce, and digital entrepreneurship, that enable individuals to remove local constraints to global opportunities.
- **Educational Advancement:** Enhanced digital access ensures that learners at all income and educational levels can benefit from educational resources available online. This is particularly important for remote or blended learning, skill development, and lifelong education.
- **Access to Online Healthcare and Mental Health Support:** Digital access enhances healthcare equity by enabling telemedicine for physical ailments and providing online resources for mental health support, regardless of geographical or social constraints.
- **Social Inclusion:** The internet can be a powerful tool for social mobilization and engagement. Communities that are digitally connected can better advocate for their rights and needs, thereby enhancing social justice.
- **Civic Participation:** From accessing government services to participating in democratic processes such as voting, digital access enables fuller engagement in civic activities.
- **Enhanced Creativity and Innovation:** Access to digital resources and collaboration tools can foster innovation and creativity, as diverse perspectives and skillsets can converge to solve problems and create new opportunities.

## ■ Metrics and Key Performance Indicators

- **Internet Penetration Rate:** Percentage of population with internet access.
- **Broadband Speed:** Average upload and download speeds in a particular area.
- **Device Ownership:** Percentage of households with smartphones, tablets, or computers.
- **Public Wi-Fi Availability:** Number of free, public Wi-Fi within a community.
- **Digital Literacy Rate:** Percentage of people proficient in basic digital skills
- **Online Engagement Metrics:** Frequency and diversity of internet usage, such as social media participation, online shopping, and content creation.
- **Course Completion Rates:** Percentage of participants who successfully complete online courses.
- **Remote Work Participation:** Percentage of the workforce engaged in remote or online work.
- **E-commerce Activity:** Volume and value of online business transactions in a community.
- **E-Government Utilization:** Percentage of citizens using online government services.
- **Civic Engagement Metrics:** Rates of Online civic participation, such as e-petitions signed, or community forums engaged in.
- **Telehealth Utilization Rates:** Percentage of healthcare visits conducted via telemedicine platforms.

- **Metal Health Online Support Engagement: Metrics** related to the usage of online mental health resources, such as forums, therapy sessions, and informational sites.
- **Disparity Indicators:** Compare metrics across different socio-economic, racial, or geographic groups to identify digital divide gaps.
- **Accessibility Metrics:** Measures the accessibility of online resources to people with disabilities.

#### ■ Risks

- **Data Breaches:** With increased access to digital platforms, there's a higher risk of personal information being exposed through data breaches.
- **Cybersecurity Threats:** Unsecured public Wi-Fi and lack of cybersecurity education can expose users to various online threats such as phishing and malware.
- **Misinformation and Disinformation:** Greater digital access can also mean faster dissemination of misinformation or disinformation, affecting public opinion and sometimes even public health.
- **Digital Redlining:** In efforts to expand digital access, care must be taken to avoid digital redlining, where certain communities are still systematically excluded.
- **Accessibility Issues:** Not all digital resources are accessible to people with disabilities, exacerbating existing inequities.
- **Screen Addiction and Mental Health:** Increased digital access can sometimes lead to excessive screen time, affecting both physical and mental well-being.
- **Social Isolation:** While technology can connect people, it can also sometimes create feelings of social isolation.
- **Legal Consequences:** With more people online, there's a higher chance of activities that could have legal repercussions, such as copyright infringement or hate speech.
- **E-Waste and Energy Consumption:** The production and disposal of digital devices contribute to electronic waste and increased energy consumption.

#### ■ Potential Partnerships

- **Government Agencies:** Entities such as the California Public Utilities Commission (CPUC) and Federal Communications Commission (FCC) can be crucial in policy making, funding, and implementation of broadband and digital equity initiatives.
- **Educational Institutions:** California State Library and California Community Colleges can offer vital spaces and resources for digital literacy programs, device lending, and internet access to local communities.
- **Tech Companies:** Silicon Valley giants such as Google, Apple, and Facebook have resources, a vested interest in expanding digital equity, and can be invaluable partners in tech donation or literacy programs.
- **Local ISPs:** Regional Internet Service Providers such as Sonic or Frontier Communications can collaborate to expand affordable internet access and infrastructural development.
- **National Non-profits:** Organizations such as the National Digital Inclusion Alliance (NDIA) can offer expertise in program design and execution related to digital access and literacy.
- **Corporate Telecom:** National telecommunications companies such as Verizon and AT&T can provide extensive resources and reach for infrastructure expansion and affordability programs.

- ➔ **Universities and Research Institutions:** Academic institutions can contribute valuable research and data analytics to help understand digital divides and the effectiveness of various programs.
- ➔ **Community-Based Organizations:** Local non-profits and community groups can facilitate outreach efforts and serve as trusted liaisons between the community and government or corporate initiatives.
- ➔ **Healthcare Institutions:** Partnerships with healthcare providers can facilitate telehealth services and mental health support via digital platforms.
- ➔ **Federal Departments:** Collaboration with the U.S. Department of Education can secure grants and ensure schools have adequate digital resources, making educational institutions valuable partners.
- ➔ **Private Sector Initiatives:** Programs such as Microsoft's Airband can offer technological solutions for expanding broadband in rural and underserved areas.
- ➔ **International Organizations:** Bodies such as the United Nations can offer global perspectives, best practices, and additional funding sources for enhancing digital equity.
- ➔ **Media and Communication Partners:** Local and national media outlets can play a crucial role in awareness-raising and public education on digital equity issues.
- ➔ **Local and Regional Authorities:** Collaboration with city and county governments can help in localized planning, funding, and implementation of digital access initiatives.
- ➔ **Accessibility Experts:** Professionals specializing in making digital platforms accessible to individuals with disabilities can assist in ensuring that digital equity is truly inclusive.

### ■ Case Studies

For rural California communities looking to achieve greater digital equity, the following case studies from Portland, Shasta Public Libraries, and RS Fiber Co-Op offer a roadmap of successful adaptable strategies that can be tailored to meet local needs.

In Portland, Oregon, the city's Digital Equity Action Plan demonstrates the effectiveness of forming a Digital Inclusion Network made up of local organizations, governmental agencies, and private sector partners. Through this network, Portland has been able to disburse grants to fund digital literacy programs that directly benefit thousands of residents. This community-focused approach is particularly relevant for rural California communities, where public and private stakeholders can come together to pool resources and expertise. Even in a rural setting, a local alliance could work to secure grant funding for training programs, public Wi-Fi installations, or device lending libraries that would help bridge the digital divide.<sup>293</sup>

Shasta Public Libraries in Redding, California, has employed digital access and literacy strategies that could be particularly instructive. Their Device Lending Program and expansion of Wi-Fi access into library parking lots are innovative yet simple solutions that maximize existing community assets. For rural Californian towns, similar initiatives could be carried out through community centers, schools, or even local businesses with the capacity to offer public Wi-Fi. Given that many rural Californian communities may already have public spaces such as libraries, leveraging these existing assets to offer device lending and extended Wi-Fi services could be a cost-effective way to immediately improve digital access.<sup>294</sup>

Finally, Winthrop, Minnesota's RS Fiber Co-Op serves as an inspiration for rural California communities willing to invest in long-term solutions. This community-owned broadband model could overcome the challenges posed by being overlooked by

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<sup>293</sup> <https://www.portland.gov/bps/com-tech/digital-equity/deap/digital-equity-action-plan#toc-progress-reports>

<sup>294</sup> <https://www.shastalibraries.org/computers/>

major service providers, offering reliable and affordable internet service. The cooperative model not only ensures the provision of vital services but instills a sense of ownership among community members. Supplementing this with public Wi-Fi spaces can make internet access more equitable across different socioeconomic classes, something that is often a challenge in rural settings.<sup>295,296</sup>

Rural California can find actionable insights in each of these case studies. By forming multi-stakeholder alliances such as Portland's Digital Inclusion Network; maximizing existing community resources in the vein of Shasta Public Libraries; and, following the example of RS Fiber Co-Op, investing in community-driven digital infrastructure, rural communities in California can make meaningful strides toward achieving digital equity for all their residents.

#### ■ Estimated Costs

Estimating the costs for improving digital access and equity is a complex endeavor that requires a multi-faceted approach. First, a community should conduct a comprehensive needs assessment to identify the specific gaps in access, digital literacy, and device availability in targeted communities. This would involve market research, surveys, and consultation with experts in the field. Infrastructure costs, including laying down broadband lines, setting up Wi-Fi access points, and purchasing devices, should be tallied. Operational costs, including maintenance, customer service, and digital literacy programs, should also be calculated. Administrative costs for program management and potential costs for legal compliance should also be accounted for. Once all these elements are identified, a detailed budget can be prepared, which may need to be revised periodically as the project unfolds.

A blend of public and private funding can help communities attain financing for improvements in digital access and equity. Government grants from agencies such as the FCC and the U.S. Department of Education can be pivotal, especially for large-scale initiatives. Public-private partnerships, wherein tech companies or telecom providers invest either as part of their corporate social responsibility or as a long-term business investment, can also be a lucrative resource. Local governments may allocate a portion of their budgets to enhance digital inclusivity in the community. Crowdfunding and donations from philanthropic organizations can also contribute to the financial pool. Additionally, some communities might wish to explore a tiered service model, in which higher-paying customers subsidize costs for lower-income users. Ensuring a diverse portfolio of funding sources can not only meet the initial financial requirements but also provide sustainability for the long-term success of digital equity programs.

### 9.4.5 Strategy: Expand use of Clean and Renewable Energy Systems to Reduce Carbon Emissions, Increase Community Equity, and Improve Resilience

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#### ■ Description

Approximately 40 percent of all energy consumed is used by a combination of residential and commercial buildings. Lawrence Berkeley National Labs estimated that 90 percent of building energy use can be eliminated through electrification and energy efficiency upgrades such as heat pumps, improved equipment, smart building and home energy controls, and Distributed Energy Resource Management Systems (DERMS). Several innovative systems used to generate, transmit, and store clean renewable energy are described below.

#### *Distributed & Community Renewable Energy Generation Systems*

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<sup>295</sup> <https://www.yesmagazine.org/economy/2016/08/03/tired-of-waiting-for-corporate-high-speed-internet-minnesota-farm-towns-build-their-own>

<sup>296</sup> <https://www.rsfiber.coop/rs-fiber-phone-service-now-available-in-winthrop/>

Distributed and community clean energy systems utilize renewable energy sources such as solar, wind, hydro, geothermal, and biomass to generate electricity and heat, which is then managed through microgrids and battery energy storage systems. Designed to deliver low cost, reliable, and carbon-free power to communities, these systems provide greater resiliency against energy failures caused by wildfires, floods, landslides, storms, and earthquakes as well as grid failures and rolling blackouts. Adopting these clean energy systems accelerates the transition away from fossil fuels towards sustainable, renewable energy sources that can help avoid local energy pollution and hopefully minimize the long-term effects of global climate change.

#### *Microgrid & Community Energy Management Systems*

Renewable energy generation systems alone can improve the energy delivered to individual buildings, but in order to take the full benefit of these systems, they will need to be built to interoperate and balance the energy use and production within a community. This is often done through adding battery energy management systems either at the building itself or through a custom community system called a microgrid. Much like a conventional utility's distribution system, a microgrid connects large sets of buildings to energy generation and storage but with greater flexibility, as microgrids can be designed for individual buildings, campuses, or entire communities. They are different from conventional distribution systems in that they are bi-directional, smart (with controls that better allow energy users to communicate and interoperate with generation and batteries), resilient, controlled locally, and can isolate a community from a power outage on the larger grid. Microgrids communicate with buildings through interfaces that manage energy use within a building through DERMS, allowing the generator to signal to the building the need to reduce energy use and even provide an economic incentive for doing so.

#### *Building Energy Consumption, Efficiency, and Energy Management Systems*

Buildings are increasingly moving toward greater efficiency and electrification. There are tremendous resources today to help building owners add insulation, windows, doors, and other features that keep energy use within a building to a minimum. Further, a new generation of heat pumps allow for up to a 60 percent reduction in HVAC energy use. In certain locations, these heat pumps can be combined with geothermal energy, which uses the relative heating and cooling effects of the earth to lower the energy needed for heat pumps. There are many incentives for these and other new energy efficient appliances available through the Inflation Reduction Act and state/utility energy efficiency rebate programs.

Other major components for smart homes and buildings include smart breaker boxes—an upgrade to conventional wiring that allows circuits and appliances to be controlled through apps often connected to the internet. These can also be the gateway for individually owned solar and battery energy storage systems to keep equipment such as refrigerators, heat pumps, and computers running during a power outage. Smart breaker boxes, along with energy control systems and smart thermostats, can be made interoperable with a microgrid or local utilities in order to receive incentives for lowering energy consumption on certain equipment in buildings or selling back electricity from the battery to the grid, also known as a virtual power plant (VPP).

### ■ Applications and Use Cases

Clean energy systems provide electricity and heat to end users by generating, managing, and distributing energy from renewable sources. In contrast to conventional centralized power plants and municipal or national electricity grids, clean energy systems leverage distributed energy resources (DERs), which generate or store energy near the point of consumption and utilize decentralized aggregation to provide greater resiliency and reduce the environmental impact of the energy sector.

#### **Distributed Energy Resources (DERs)**

- **Renewable Energy Generation:** Renewable energy sources are natural resources such as biomass, geothermal, sunlight, water, and wind that can be converted into energy to meet consumer demand. Solar panels can be used to harness energy from the sun and convert it to electricity. Biomass is derived from organic materials and can be



converted into liquid fuels to be used for transportation, heat, and electricity.<sup>297</sup> Geothermal energy is sourced from reservoirs of steam and hot water below the earth's surface to be applied in electricity generation and heating and cooling.<sup>298</sup> Energy generated from the natural motions of wind can be harnessed via turbines and water through hydropower infrastructure such as dams and diversion structures.

- ➔ **Battery Energy Storage:** Battery energy storage involves the use of rechargeable batteries to store electrical energy. These batteries can be charged during periods of low demand or excess generation and discharged when demand is high or generation is low, thus reducing strain on the grid by responding quickly to fluctuations in demand or supply. Battery storage systems can mitigate the intermittent nature of resources such as solar and wind, providing the stability and voltage regulation necessary for integrating renewable energy sources into the grid. The stored energy can serve as backup power during outages or emergencies, ensuring uninterrupted operations at critical facilities such as hospitals and data centers. Vehicle-to-grid technology can enable electric vehicles to serve as DERs.

### Decentralized Integration of DERs

- ➔ **Microgrids:** Microgrids are localized small-scale grids that can disconnect from the centralized grid and operate autonomously. This independent operability enhances energy resiliency during outages and emergencies, improves reliability, and reduces downtime.<sup>299</sup> When connected to the main grid, microgrids can provide ancillary services such as frequency regulation, voltage control, and peak shaving. They can help optimize grid operations and enhance overall system efficiency.
- ➔ **Virtual Power Plants:** Virtual Power Plants (VPPs) are cloud-based networks of decentralized, heterogeneous energy sources that are aggregated to provide several megawatts of capacity and appear to utilities as a single resource, such as conventional power plants.<sup>300</sup> VPPs utilize information and communications technologies to control the power aggregated from DERs. They provide increased demand flexibility and can be traded on the electricity market. Through a combination of hardware and software, operators can remotely and automatically adjust DERs in a VPP to provide reliable energy to consumers.

### ■ Benefits

- ➔ **Emissions Reduction:** Aside from the relatively small amount of greenhouse gas (GHG) emissions associated with the manufacture and installation of renewable energy and communications technologies, clean energy systems emit far less GHGs that contribute to climate change than traditional energy systems.
- ➔ **Resiliency and Reliability:** Expansion of clean energy systems can enhance grid stability and improve reliability by providing backup power, ancillary services, and flexibility to promptly mitigate fluctuations in supply and demand.
- ➔ **Reduced Pollution and Public Health Risks:** By reducing air pollution and contamination of water and soil, clean energy technologies can support the health of natural ecosystems and reduce rates of asthma, cardiovascular disease, and other public health issues.<sup>301</sup>
- ➔ **Cost Savings and Revenue Generation:** Distributed and community power can often be delivered such that its cost is significantly lower than that of a conventional utility while its quality of service and reliability is increased. As technology continues to develop, DERs are becoming more affordable. Once installed, DERs can also serve as an additional revenue stream for consumers, as the excess energy generated can be sold on the electricity market.

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<sup>297</sup> Bioenergy Basics | Department of Energy

<sup>298</sup> Geothermal Basics | Department of Energy

<sup>299</sup> Microgrids & Vehicle-Grid Integration | Grid Integration Group (lbl.gov)

<sup>300</sup> What are distributed energy resources and how do they work ? | Cummins Inc.

<sup>301</sup> Environmental Impacts of Clean Energy | Department of Energy



Distributed and community energy systems can create significant amounts of equity by lowering the energy burden within a community and creating community assets that can return money to energy owners. Further, communities that have their own reliable energy systems are attractive and can experience an increase in the value of their properties over the long run.

- **Support for Electrification:** Expansion of clean energy systems can support the increase in demand introduced by large-scale electrification of sectors such as transportation, buildings, and industry.
- **Employment & Economic Opportunities:** Installation of more clean energy infrastructure can create jobs in construction, engineering, and manufacturing.

#### ■ Metrics and Key Performance Indicators

- **Energy Cost:** Utility records and energy bills can provide an indication of the financial impact of clean energy systems.
- **Greenhouse Gas Emissions:** The carbon footprint of clean energy systems is heavily dominated by the emissions associated with the manufacture and installation of renewable technologies. Measuring the GHG emissions of clean energy systems on different timescales, including hourly, annual, and life-cycle analysis, can provide an indication of the effectiveness of the energy transition in reducing global warming impacts.<sup>302</sup>
- **Energy Mix:** The proportion of energy generated from renewable sources can serve as an indicator of the energy system's diversity and cleanliness.<sup>303</sup>
- **Energy Burden Change:** The percentage of gross household income spent on energy costs can serve as an indicator for how affordable and equitable the energy system is.<sup>304</sup>
- **Unscheduled Outages:** The number, frequency, and duration of unscheduled service interruptions can serve as an indicator of energy system reliability and resilience.<sup>305</sup>

#### ■ Risks

- **Climate Events:** Installation of clean energy infrastructure such as wind turbines and dams can disrupt existing ecosystems in sites, introduce visual disturbances and noise, and present land use issues.
- **Physical & Cyber Security:** The collection and storage of sensitive data related to cloud-based technology, connected infrastructure, and internet-enabled software can render the energy sector more susceptible to cyberthreats and concerns about data privacy and security. Data breaches and unauthorized access could compromise citizen privacy and critical information as well as risk disruptions to critical infrastructure and emergency services reliant on electricity.<sup>306</sup>
- **Geopolitical Hazards:** Critical minerals that are needed to produce batteries and other clean energy technologies are concentrated in a small number of locations around the world and may be subject to regulatory and trade restrictions, potentially linking energy security with supply chain and mineral security as the energy sector transitions to clean energy systems.

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<sup>302</sup> When 100 percent renewable energy doesn't mean zero carbon (stanford.edu)

<sup>303</sup> Microsoft Word - ~4239551.doc (un.org)

<sup>304</sup> Title (pnnl.gov)

<sup>305</sup> Measuring the Resilience of Energy Distribution Systems | RAND

<sup>306</sup> IEA report shares three hidden energy transition challenges | World Economic Forum (weforum.org)

- **Workforce Impacts:** Transitioning to clean energy systems may present hardships for workers and communities reliant on fossil fuels if proactive measures are not taken to protect job security.<sup>307</sup>

### ■ Potential Partnerships

When implementing clean and renewable energy systems in rural California, it's important to collaborate with various partners to ensure the success of these various initiatives. The following includes some potential partners and stakeholders:

- **State and Local Government Agencies:** Scientific and technological research funded by the California Energy Commission's Electric Program Investment Charge (EPIC) program can help accelerate the transformation of the energy sector.<sup>308</sup> Potential partnerships with EPIC-funded projects may help advance the implementation of smart technologies for the expansion of clean energy systems. The California Energy Commission also offers low-interest rate loans to public entities for renewable energy generation and storage systems through its Energy Conservation Assistance Act.<sup>309</sup> In outlining its roadmap for supporting the state's vision of a 100 percent clean energy future in its DER Action Plan,<sup>310</sup> the California Public Utilities Commission (CPUC) offers a Microgrid Incentive Program that provides funding for clean energy microgrids to support critical energy needs in vulnerable communities.<sup>311</sup>
- **Federal Agencies:** Utilities and power generation is one of the sectors in EPA's Smart Sectors Program, which engages collaboration at the national and regional levels for forward-thinking strategies to advance environmental progress. The Green Power Partnership is one such partnership, encouraging organizations to protect human health and the environment with renewable energy generation.<sup>312</sup>

### ■ Case Studies

The following case studies from Tesla and Shadow Mountain serve as examples for rural California communities interested in deploying clean and renewable energy systems. These success stories offer adaptable strategies that can be tailored to meet local needs.

In 2022, Tesla launched an Emergency Load Reduction Program in partnership with the Pacific Gas and Electric Company (PG&E). This pilot program established a VPP consisting of Powerwall rechargeable home battery systems deployed throughout California.<sup>313</sup> The program compensates participants \$2 for every additional kWh of energy delivered by their Powerwall system during an event that challenges grid conditions.

Shadow Mountain in Menifee, a city between San Diego and Los Angeles, is California's first residential microgrid community.<sup>314</sup> The community consists of 219 net-zero smart homes, equipped with rooftop solar systems and battery energy storage, and a shared centralized 2 MW community battery for additional capacity. An all-in-one panel serves as an energy center for each home, allowing users to track energy usage from their smartphones. The project is projected to reduce energy use by 40 percent and supported by a US Department of Energy (DOE) grant and partnerships with KB Home, SunPower, UC Irvine, Southern California Edison, Schneider Electric, and Kia.<sup>315</sup>

<sup>307</sup> How the clean energy transition affects workers and communities - Environmental Defense Fund (edf.org)

<sup>308</sup> Electric Program Investment Charge Program - EPIC | California Energy Commission

<sup>309</sup> DSIRE (dsireusa.org)

<sup>310</sup> Distributed Energy Resource (DER) Action Plan (ca.gov)

<sup>311</sup> Resiliency and Microgrids (ca.gov)

<sup>312</sup> About the Green Power Partnership | US EPA

<sup>313</sup> Emergency Load Reduction Pilot | Tesla Support

<sup>314</sup> California's First Residential Microgrid Community (se.com)

<sup>315</sup> Solar microgrid community launched in California – pv magazine USA (pv-magazine-usa.com)

### ■ Estimated Costs

The upfront cost of clean energy systems includes installation of renewable energy infrastructure as well as controls and communications equipment for aggregation and grid integration.<sup>316</sup> Battery energy storage system costs range between about \$300 and \$800 per kWh, depending on the technology, power capacity, and duration.<sup>317</sup> Over the past decade, costs for renewable power generation have been declining. In 2020, the global weighted-average total installed cost of utility-scale solar photovoltaic technologies was estimated to be \$883 per kW and total installed costs for onshore wind averaged \$1355/kW.<sup>318</sup> Total installed costs averaged \$1870 per kW for hydropower and \$4468 per kW for geothermal.<sup>319</sup> A 2018 National Renewable Energy Laboratory (NREL) study analyzing microgrid costs in the US found the mean cost for community microgrids to be about \$2.1 million per MW of DERs installed,<sup>320</sup> and the Shadow Mountain microgrid community is supported by a \$6.5 million DOE grant.<sup>321</sup>

## 9.5 Goal, Objectives, and Policies

A Smart Community plan is anchored by goals, objectives and policies that describe the intended outcomes. A goal is a broad statement that describes what a community wishes to achieve, providing direction and vision for the plan. An objective provides detailed guidance on how to implement the goal, and typically includes measurable targets. A policy is a specific action to step that is taken to implement the goal and objectives. The suggested goal, objectives, and policies presented below are intended to implement the prioritized Smart Community strategies identified in the previous section.

**Goal:** Inyo County shall integrate smart community technology to address existing community challenges, enhance the quality of life of residents, promote sustainable development, and foster economic growth.

- **Objective:** Develop a comprehensive plan for the future development in the floodplains or hazardous zones to reduce runoff, altering the floodplains, and endangering public safety.

### **Policies:**

- Invest in sophisticated flow modeling and replication tools, as an example hydraulic and hydrological models, to appraise stream risks, mimic distinct stream scenarios, and assess the efficiency of stream prevention measures.
- Require flood risk assessment before a project can be approved adjacent to or within the floodplain or hazardous zones.
- Existing levees shall be maintained regularly and upgraded with connected sensor technologies to monitor potential risk.

**Objective:** Increase access for emergency personnel to properties with high probabilities for fires.

### **Policies:**

- Connect digital wayfinding with wildfire alert monitoring systems to enhance emergency response time.

<sup>316</sup> US Distributed Energy Resources (DERs), Explained | World Resources Institute (wri.org)

<sup>317</sup> Energy Storage Cost and Performance Database | PNNL

<sup>318</sup> Renewable power generation costs in 2020 - Executive summary (irena.org)

<sup>319</sup> Global Trends (irena.org)

<sup>320</sup> Phase I Microgrid Cost Study: Data Collection and Analysis of Microgrid Costs in the United States (nrel.gov)

<sup>321</sup> Connected Communities Funding Program | Department of Energy

- Establish training protocols to understand proper use of wildfire alert monitoring systems for all emergency personnel, to ensure preparedness for any emergency.
- Assess emergency response time in various parts of the community and prioritize monitoring and other investments in vulnerable areas with long response times.

**Objective:** Develop a guidance document for deploying electric charging stations throughout the county

**Policies:**

- Perform an inventory of existing publicly available charging stations to identify gaps in coverage.
- Prioritize EV charging deployment in multifamily, public, office, industrial, and other commercial land uses.
- Encourage non-residential development with off-street parking to provide EV-Ready or EV-capable infrastructure for 20% of parking spaces.
- Explore alternative financing arrangements, including ground leases with third party vendors and revenue sharing.
- Ensure that electric charging stations are implemented in the low-income and underserved communities.

**Objective:** Increase the broadband providers within the county, to allow for options within the community for residents.

**Policies:**

- Promote Federal subsidies and programs for home broadband services, with a focus on addressing barriers (financial, language, educational) faced by those at risk of being left behind.
- Investigate the feasibility of municipal or county-owned broadband networks and leases to third party service providers.
- When practical, install dark fiber in conjunction with public works improvements, such as roadways.
- Address environmental impacts of digital infrastructure and the potential of connectivity in addressing climate emergencies.
- Provide incentives for new broadband industries to establish networks within the county.

**Objective:** Ensure access to affordable, reliable, sustainable and modern energy for all.

**Policies**

- Assess emerging renewable energy technologies and amend County development standards as needed to accommodate suitable new technology types.
- Encourage new development to comply with the optional energy efficiency measures of the CALGreen Code
- Encourage the use of solar canopy facilities as shade structures in parks and community centers, and over parking lots and parking structures.

## 9.6 Implementation and Funding Sources

In order to effectively implement the prioritized Smart Community strategies, it's recommended that Inyo County prepare a Smart Community Plan. This will serve as a roadmap to guide the integration of Smart Community strategies and technologies into existing County policies and processes.

### 9.6.1 Community Engagement

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Smart Community plans should be co-created with residents, businesses, and other members of the community. It's recommended that the county engage the public in a collaborative visioning process to identify community needs that may not have been addressed in this document, or to confirm that the identified needs are indeed most important. This could consist of stakeholder focus group meetings, public workshops, online surveys, and other means of civic engagement and public participation. The county should strive to be inclusive and equitable, making accommodations for Justice 40 communities, persons who do not speak English as a first language, and other underserved communities. Next, the county and community members should collaboratively determine if the recommended prioritized Smart Community strategies in this document are the most relevant for current and anticipated needs and include additional strategies as appropriate. Once the county has the confirmed list of prioritized Smart Community strategies, it can move on to the Project Development phase.

### 9.6.2 Project Development

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The prioritized Smart Community Strategies presented in this report are high-level "concepts of exploration" that describe a wide range of use cases. For each identified strategy, the county should perform benefit-cost analysis and identify a responsible department or partner agency, potential cost-sharing partnerships, risks, and any alignment with County policies and planned projects. Specific implementation cost estimates will be developed at this time, potentially for one or more pilot projects. Projects should then be included in annual or five-year capital improvement program (CIP) budgeting processes. Where applicable, the county should seek grant funding (described further below) or explore the potential for public-private partnership (P3) funding.

### 9.6.3 Smart Communities Plan and Documentation

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Finally, it is important for the county to formally adopt (by resolution or ordinance) the recommended goal, objectives, and policies into its strategic planning or regulatory documents (General Plan, Strategic Plan, etc.). This establishes the public policy, purpose, and need for project implementation. The plan should be reviewed and amended periodically to adjust for changing policies and laws, additional climate hazards, changes in technology, and other factors.

### 9.6.4 Funding Sources

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#### Flooding and Landslides

- ➔ Federal Emergency Management Agency (FEMA) Hazard Mitigation Assistance (HMA) Grant: <https://www.fema.gov/grants/mitigation>

- Natural Resources Conservation Service (NRCS) Emergency Watershed Protection (EWP) Program: <https://www.nrcs.usda.gov/programs-initiatives/ewp-emergency-watershed-protection>

### Digital Access and Equity

- The California Emerging Technology Fund (CETF): <https://www.cetfund.org/>
- The Emergency Broadband Benefit program and the Emergency Connectivity Fund: <https://www.fcc.gov/emergency-connectivity-fund>
- Broadband Deployment Assistance Grants: <https://www.floridajobs.org/community-planning-and-development/broadband/broadband-opportunity-program>

### Wildfire Prevention

- FEMA's Assistance to Firefighters Grant Program (AFG): Assistance to Firefighters Grants Program | FEMA.gov
- CAL FIRE's Fire Prevention Grants Program: CAL FIRE Wildfire Prevention Grants Program FY 2022-2023 - California Grants Portal
- Bureau of Land Management's Wildland Fire Management Assistance Program: Community Wildfire Assistance | Bureau of Land Management (blm.gov)
- Community Wildfire Defense Grant Program | US Forest Service (usda.gov)
- California Climate Investments Fire Prevention Grant Program: Fire Prevention Program – California Climate Investments

### ZEV

- California's National Electric Vehicle Infrastructure (NEVI) Plan was adopted in August 2022<sup>322</sup>. The state will receive approximately \$383M for charging infrastructure along Alternative Fuel Corridors (AFCs) over a five-year period. This funding will be administered by CalTrans in accordance with the adopted NEVI Plan.
- As a local government, Inyo County is eligible to apply for the Charging and Fueling Infrastructure (CFI) discretionary grant program. This \$2.5B fund has two separate programs (corridors and communities) and is intended to fill in the gaps that are not covered by the AFCs designated in the NEVI plan. The CFI program prioritizes underserved and disadvantaged communities, including rural areas and low- and moderate-income neighborhoods. A Notice of Funding Opportunity (NOFO) will be posted on Grants.gov on an intermittent basis over a five-year period.
- California Electric Vehicle Infrastructure Project (CALeVIP) 2.0 <https://www.energy.ca.gov/programs-and-topics/programs/california-electric-vehicle-infrastructure-project-calevip-20>

### Clean and Renewable Energy Systems

#### *California Energy Commission*

The following are grant funding offered by the California Energy Commission for energy research and development:

- Social Costs and Non-energy Benefits
- Decarbonizing Heating, Ventilation, and Air Conditioning Systems in Large Buildings
- Advanced Prefabricated Zero Carbon Homes

<sup>322</sup> <https://www.energy.ca.gov/programs-and-topics/programs/national-electric-vehicle-infrastructure-program-nevi>

- Advancing Envelope Technologies for Single Family Residential Buildings, Low-rise Multifamily Buildings, and Mobile Homes
- De-carbonizing Healthcare and Large Buildings
- Developing non-Lithium-Ion Energy Storage Technologies to Support California's Clean Energy Goals

*California Department of Community Services & Development*

The following are grant funding offered by the California Department of Community Services & Development:

- Community Solar Pilot Program
- Low-Income Weatherization Program
- Weatherization Assistance Program
- Low Income Home Energy Assistance Program

*Internal Revenue Service (IRS)*

The IRS offers tax credits worth 30 percent of total cost to install solar panels and batteries:

- Residential Clean Energy Credit





SECTION

# 10

**RECOMMENDATIONS AND NEXT STEPS**



## 10.1 Recommendations

Tilson was engaged to research the telecommunications industry landscape in Inyo County, including the locations of existing fiber optic cable and other assets, the service areas and service offerings – by technology – of retail internet service providers (ISPs) in the county, the locations of premises lacking access to adequate broadband service, and available funding for broadband infrastructure. These findings then informed custom recommendations to support Inyo County’s pursuit of network deployment. We focus on four sets of recommendations below:

1. **Identifying and developing broadband infrastructure projects:** Municipalities should consider working with either the GSCA or nearby existing providers to improve connectivity in unserved and underserved areas. More detailed recommendations discuss next steps to develop these options.
2. **Developing a better broadband deployment environment:** Local policies can have a significant impact on both the cost and time required to deploy new networks or expand existing service areas. These recommendations identify opportunities to reduce broadband deployment costs and can be implemented regardless of whether community broadband leaders choose to develop formal partnerships, coordinate with interested ISPs, or simply improve permitting and infrastructure access policies. Municipalities have limited time and resources to revise local policies, so our recommendations focus on coordinating with interested ISPs to streamline permitting and information-sharing practices that matter most to those ISPs.
3. **Developing broadband project funding strategies:** Using the information about each funding source provided above, these recommendations focus on the next steps to acquire funding for projects to connect eligible unserved and underserved areas, with focus placed on the three most likely sources of funding. Using designs, cost models, and other strategic plans created using the LATA grant, the GSCA is in an excellent position to develop project proposals to acquire funding from the BEAD and BIA programs. Recommendations also consider the next steps that municipalities can follow to help interested ISPs to acquire grant funding.
4. **Developing smart community strategies:** The introduction of additional high speed broadband connectivity will enhance the ability of Inyo County to deploy smart community technologies that provide more efficient public services and enhance sustainability, resilience, equity, and quality of life for residents and businesses. VHB reviewed Inyo County’s climate, natural hazards, and other issues to evaluate which smart community strategies are most appropriate for those identified needs.

Each of these topics will be reviewed in turn, with a set of recommendations followed by next steps that will allow Inyo County to implement them. We note that some of the recommendations are already in the process of being implemented, while others will require additional planning efforts and coordination between different stakeholders. As a result, the next steps will often be used to elaborate on certain recommendations more than others.

## 10.2 Identifying and Developing Broadband Infrastructure Projects

The incredible amount of funding to be offered over the next few years has generated excitement among most ISPs. Many had slowed down their expansion efforts over the past several years, so this period is likely the last major expansionary push toward unserved and underserved locations that had simply not been economically viable to connect without significant public financial support. As FFA and BEAD funding help to establish near universal service throughout a significant majority of communities, most ISPs' only service expansion options afterward are likely to be in areas already receiving some form of service. As a result, most ISPs are very interested in using this funding as much as possible to expand and upgrade their networks while these last markets unserved by high-speed broadband are still open.

Municipalities interested in connecting unserved and underserved locations then are in a very favorable position. ISPs are already developing funding-eligible projects, and if municipalities can assist with these efforts, ISPs will be interested in any support they can provide to acquire funding or reduce the cost of their deployments. Municipalities that understand the current market conditions and service areas of each ISP will be equipped to identify which ISPs are most likely to work with them and develop coordination or partnership opportunities. In turn, municipalities can help to shape the proposed project areas, ensuring that as many unserved households as possible are included in these efforts.

Section 4 reviewed ISPs' current service areas by technology and speeds available and any existing deployment commitments resulting from recent grant awards. Section 5 presented available network assets across Inyo County. These reviews have resulted in three sets of broadband project development recommendations:

- Deployment planning options with GSCA's potential open-access last mile network
- A list of suggested project areas that will be eligible for one or more grant programs
- Steps that municipalities can use to develop relationships with ISPs and ensure that their unserved and underserved constituents are connected

**GSCA's open-access last mile network:** In connection with this program and a related project, Tilson developed a high-level network design, cost estimate, and other planning materials for a potential Golden State Connect Authority (GSCA) network to connect locations across the county. Section 5 reviewed the process used to generate these materials. By offering competitive, open-access last mile services to connected locations, this potential new market entrant could have a notable impact on Inyo County's broadband market, adding a vital potential partner for municipalities looking to improve service options in their communities. Tilson recommends that municipalities consider this potential partner when developing any broadband deployment plans.

Nevertheless, this Broadband Strategic Plan has adopted an ISP-neutral approach to evaluating potential broadband projects. Section 4's review of current service areas and specific ISP factors also identified a list of top expansion and upgrade opportunities across the county. Combined with a review of factors influencing these opportunities, this section also identifies which existing ISPs may be the most likely to expand into these unserved and underserved areas, based on their existing networks, changes to middle mile network availability, and other market trends. Due to the proprietary strategic value of GSCA's internal expansion plans developed on an adjacent project, this organization has not been prominently featured in these expansion strategies, but municipalities should also consider them among the top ISPs to partner with to develop new deployments.

Inyo County has three primary residential wireline ISPs Optimum, Lone Pine Communications, and Frontier.<sup>323</sup> Optimum's cable network has the greatest reach, connecting a reported 5,077 locations to its cable service in the most populous portions of the county. However, the network seldom can offer speeds of 100/20 Mbps, so locations served by this older cable network are mostly classified as "underserved" under the BEAD program. Frontier has the next greatest reach, connecting 2,314 locations with its DSL network and now offering fiber services to another 1,167 locations. Frontier has expressed interest in upgrading their existing areas in Aspendell, Alabama Hills, Lone Pine, and Kern County to fiber through multiple submitted FFA projects. Lone Pine Communications focuses on the Lone Pine area, connecting 370 locations with cable services.

An estimated 469 households (5.0 percent) rely on fixed wireless services to obtain basic broadband speeds of 25/3 Mbps in Inyo County. There is only one primary fixed wireless provider in the county. T-Mobile reaches a claimed 7,218 locations. Verizon reports to serve 22 locations as well, but this service area is so small that it is not likely to have a significant impact on the market unless it is expanded significantly. A major portion of these locations served by T-Mobile do not receive speeds necessary to be considered broadband. In another FCC data set, a reported 6,605 households (69.8 percent) in Inyo County can receive some form of fixed wireless service, but 5,480 of those households (57.9 percent) cannot even reliably receive speeds of 10/1 Mbps.

**Suggested project areas:**

- Frontier's fiber presence in Bishop and West Bishop can be extended along US 395 to areas with existing DSL service, such as the Big Pine, Fish Springs, Independence, Lone Pine, Olancha, and Haiwee areas, though state or other available middle mile with their existing right-of-way and pole agreements. Their FFA applications in Aspendell, Alabama Hills, and Lone Pine have signaled their intent to adopt this approach.
- Lone Pine Communications and Optimum, the cable providers in Inyo, will need to modernize their existing service offerings to offer services capable of at least 100/20 Mbps and preferably offer download speed of up to 1 Gbps, then expand into other nearby areas.
- The state middle mile network will be able to be leveraged by any provider willing to establish services in some of the most remote areas of the county, or a new entrant, to connect areas, such as Tecopa, Park Village, Furnace Creek, and Death Valley Indian Village along State Route 190.
- AT&T's existing presence may be very small, but it remains a possible entrant to connect unserved areas if the primary wireline providers in the county do not connect all of the BEAD-eligible unserved locations over the next couple of years. They could also expand deeper into Bishop or along any available state middle mile routes, these expansion possibilities are not very likely.
- Other improvement opportunities are covered in more detail in Section 6's review of Broadband Infrastructure Account and BEAD suggested areas for consideration.

These top suggestions are not exhaustive but should serve as a starting point for community broadband leaders to understand their options. The broadband marketplace can be very dynamic, with large ISPs often privately developing regional and local strategies that can shift priorities away from traditional expansion opportunities in this county. Similarly, broadband deployment project requests for proposals (RFPs) can receive unexpectedly strong offers from some ISPs or no answer from the best-positioned broadband providers. Municipalities must use available market information, evaluate the RFP answers, and adjust their options accordingly.

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<sup>323</sup> We note that a few other providers claim to offer services to a very small number of residential locations. TPx Communications offer DSL to a single location. AT&T offers DSL to 11 locations, and fiber services to a reported 6 locations.

**Steps that municipalities should use to develop relationships with ISPs:** With the need for adaptability in mind, this report recommends that municipalities that are not already working with ISPs begin the process of reaching out to nearby providers and developing relationships with them that can lead to broadband deployment projects designed to reach unserved and underserved locations. Tilson recommends that:

- ➔ As many unserved locations are in close proximity to an existing broadband network, municipalities should work in conjunction with those nearby service providers to expand their existing networks, provided the level of service of those network extensions is appropriate and qualifies for state grant funding. Municipalities should informally reach out to nearby ISPs to establish lines of communication and gauge their interest in expanding their services areas within the community.
- ➔ Once the municipality has established this baseline level of information from ISPs, it should issue an RFP for a public-private or public-public partnership if a partner has not already been selected. The municipality may choose to propose contributing matching funds for the broadband infrastructure deployment and that matching funds also be contributed by the private partner(s). Any shortfall in available funding can then be pursued from the state's competitive grant programs.
- ➔ The municipality should concentrate on expanding broadband access using wireline technologies. Currently available funding favors wireline technologies, such as fiber optic cable, and should be spent to deploy wireline infrastructure as widely as possible.
- ➔ When suggesting the terms of the partnership or coordination agreement, the municipality should likely focus on the "public facilitation of private infrastructure" model discussed in Section 6.1 and offer to the ISP any opportunities to use existing assets, including access to public land necessary for the network deployment, and an enhanced level of coordination and local effort when handling access to poles, underground conduit, rights-of-way, and permit approvals. With nearly all municipalities having little experience owning, operating or maintaining broadband infrastructure, the municipality should require that the ISP generally operate, maintain, and upgrade the network as appropriate. The specific roles and responsibilities of the public private partnership members should be negotiated and codified.

## 10.3 Developing a Better Broadband Deployment Environment

Municipalities can implement process improvements, policies, and best practices that do not require direct financial commitments or formal partnerships. These *Broadband Ready Community* strategies can often be done with little or no additional cost to the municipality while reducing ISP deployment costs, fostering better coordination between ISPs and municipalities. These strategies can also reduce the administrative efforts of the municipality itself. While Section 7 contains additional suggestions, Tilson highlights the following recommendations:

### ■ Adopt policies to improve access to information

To plan and complete network deployment projects, ISPs need access to a large amount of information about local broadband needs, current infrastructure, other deployment efforts, construction policies, and permitting processes. County and local governments often have access to much of this information but may not have made it easily accessible to interested ISPs. Local governments are often in a better position to organize this information more efficiently and at a lower cost than an

interested ISP. As a result, municipalities that adopt “access to information strategies” will help ISPs to better analyze location details, such as permitting and access rights, and can reduce an ISP’s ultimate deployment planning costs.

- Municipalities should establish a dedicated broadband issues webpage on their official websites. A centralized broadband webpage can provide direct links to information on permitting, mapping, and infrastructure development efforts. This site is an opportunity to encourage residents to sign up for broadband service subsidy programs, such as the Affordable Connectivity Program (ACP) and Lifeline, and to provide information about local service providers’ low-cost internet plans.
- Municipalities should develop a permitting manual that reviews the rules, regulations, and permitting processes that ISPs must follow to conduct broadband construction projects in the municipality’s jurisdiction. This manual should include permit cost, timeline expectations and clarify acceptable underground construction techniques and practices.
- Municipalities should revise internal record-keeping processes to improve information-sharing and facilitate ISPs’ use of existing assets, such as fiber, conduit, and attachment or placement rights. While this strategy may be costly upfront to implement, it is likely to reduce record-keeping costs in the long run and provide greater efficiency when these assets need to be repaired, upgraded, replaced, or utilized in new ways.

#### ■ **Adopt policies to improve local government coordination**

To facilitate ISP deployments, municipalities must coordinate with the ISPs themselves and often other organizations, such as local utilities. ISPs must also often work with municipality staff from different departments that handle permitting, infrastructure planning, and even IT and GIS staff. As a result, unprepared municipalities may face significant challenges coordinating both internal and external communications.

- Municipalities should designate a single point of contact for coordination with outside organizations. This broadband coordinator may allocate certain ongoing coordination responsibilities, such as permitting applications and GIS requests, to other staff as needed, while remaining responsible for overall staff utilization for broadband projects.
- Municipalities should ensure that their internal coordination strategy can address broadband issues. Municipalities must recognize how broadband issues impact each department and develop interdepartmental broadband plans that address the municipality’s broadband development and digital equity strategic plan, coordination with other municipalities and essential third parties, and between the municipality and ISPs active in the area.

#### ■ **Adopt permitting process to streamline deployments**

Municipalities generally oversee permitting processes related to construction, rights-of-way and access. Most permitting regulations specify a set of circumstances under which permits must be granted or denied, while the process used to ensure compliance with these regulations establishes the way that the ISP must submit information for review by the municipality. Broadband Ready Communities have generally begun to place time limits on permitting reviews and cost limits of permitting fees, while a wider range of best practices covered in Section 7 discuss further streamlined permitting processes. Tilson suggests that:

- Municipalities should adopt a core set of best practices relating to permitting, including:
  - Ensure that each permitting process has been properly updated to consider broadband deployment issues and reviewed by staff who understand telecommunications factors
  - Allow applicants to submit required permitting documentation digitally
  - Provide permitting process timelines and update applicants about their permit requests when the review reaches any milestones

- Provide examples of permit planning and design standards, such as right-of-way diagrams, trench construction and pavement restoration, and pole attachments to improve ISPs' submission quality and better demonstrate standards
- Regularly revisit permitting rules and processes to improve alignment with federal, state, and other local requirements.
- Municipalities should establish a "Dig Once" policy to promote conduit and fiber optic cable construction. These policies require that any organization conducting certain types of underground construction provide opportunities for additional conduit and/or facilities to be included to ensure that other organizations can benefit from better underground access or for other organizations to install infrastructure in the trench while it is available (also known as a "joint trench" policy).
- Municipalities should establish a "One-Touch Make-Ready" policy, where a single contractor (or small group of contractors) pre-approved by the pole owner(s) and the attachment owners can perform all the work necessary to complete the make-ready work needed for new attachments. This approach reduces costs and time necessary to complete the process.
- Municipalities should enable ISPs to leverage municipal assets. A municipality's existing conduit, fiber, rights-of-way, and facilities all present direct opportunities for broadband network developers to reduce their deployment costs, while potentially offering additional benefits to the municipality itself. To facilitate ISP use of municipal assets, the municipality can create a template lease agreement, which should include lease rates that prioritize broadband deployment over revenue generation and should allow for modifications to accommodate specific needs.

■ **Utilize other, more formalized examples of Broadband Ready Community strategies to support revision efforts**

A few states, such as Colorado, Indiana, and Georgia, have analyzed these Broadband Ready Community strategies and created certification programs to help municipalities adopt them more easily. Municipalities looking to improve their permitting practices can use these examples to support some of their revisions when presenting their proposals to local government representatives.

- Indiana's program focuses on the appointment of a single point of contact for all broadband development project issues, supporting electronic submission of all forms, applications, and documentation required for a broadband development project, and shorter deadlines for all permit reviews and inspections. The program also forbids the use of application review fees or discrimination against any ISPs. Information about this program is available at: <https://www.in.gov/indianabroadband/broadband-ready-communities-program/broadband-ready-certification/>
- Georgia's program offers a model ordinance that similarly establishes a single point of contact for all broadband development project issues while setting short permit application review deadlines and restricting application fees to \$100 or less. Information about this program is available at: <https://broadband.georgia.gov/broadband-community-application-information>
- Colorado's program offers more detailed materials, including a checklist that covers a number of additional local policy areas, coordination efforts, and additional resources that provide links to other checklists. This approach requires that municipalities complete a set of tasks, such as identifying local broadband champions, developing a local broadband team, engaging with the local community, reaching out to local ISPs, conducting a local asset inventory, and ultimately developing a project communication plan that will ensure all stakeholders are engaged as the municipality works with an interested ISP to develop, fund, and construct a broadband network. This more step-by-step approach applies many of the recommendations made in Section 7 and can be used as a useful tool to guide local policy efforts. Information

about this program is available at: <https://broadband.colorado.gov/funding/advance-colorado-broadband-grant-program/broadband-ready-community-program>

## 10.4 Developing Broadband Project Funding Strategies

In this report, Tilson dedicated considerable time to describing current and upcoming funding opportunities for broadband infrastructure. This is intentional and is to emphasize the magnitude and importance of these funding opportunities. The coronavirus pandemic has brought about three significant pieces of federal legislation, the CARES Act, ARPA, and the IIJA, each of which provides significant funding for broadband infrastructure to connect unserved locations. While CARES Act funding is largely spent, ARPA and IIJA broadband infrastructure funding will flow through the states to be distributed by state broadband offices through competitive grant programs. The CPUC will administer the distribution of these funds in California.

The current and upcoming funding for both broadband infrastructure and affordability, which will flow from 2022 to 2028, represents a watershed event in broadband funding opportunities. This period will go down in history as by far the most significant funding opportunities of their kind. Robust participation in these funding opportunities, and robust preparation and planning for participation in these funding opportunities, cannot be recommended highly enough for the county.

A review of funding options and related factors has been presented in multiple parts. Section 6.2 evaluated the possible federal and state funding sources that could aid Inyo County's efforts to connecting unserved and underserved households and businesses. Section 6.1 reviewed how municipalities can work with ISPs to develop grant-eligible broadband projects and share the financial commitments across those funding sources, the ISP, and even the municipality itself. This section, along with Section 7, also reviewed strategies that the municipality can use to reduce the cost of the deployment itself or leverage the municipality's existing resources and contribute them to the project, even serving at a portion of the matching requirement. This combination of possible federal and state funding sources, private ISP investments, and local cost-reducing efforts or financial contributions should be used as a toolkit of funding options that can be combined flexibly to facilitate deployments in areas long deemed economically unviable if funded by ISP investments alone.

Ultimately, this report focuses on the three primary funding options, the California Federal Funding Account (FFA), the Broadband Equity, Access, and Deployment (BEAD) program, and the California Broadband Infrastructure Account (BIA). To use these and other funding opportunities, Tilson recommends that the county and other relevant stakeholders:

- **Use the challenge processes to ensure that all unserved and underserved locations are eligible for funding**

California's last-mile deployment grant programs discussed above rely on a combination of the FCC's new National Broadband Map and the CPUC's own broadband mapping efforts to determine which locations are eligible for funding. While these maps are a significant improvement over prior efforts, they still rely on ISP to report their own service areas, which can sometimes mischaracterize the services they provide to a location or even an entire area. County and local governments must work with members of their communities and interested ISPs to understand the patterns of ISP service mischaracterizations and develop challenges to ensure that unserved and underserved locations in Inyo County can be identified and reclassified as eligible for the major influx of broadband funding over the next few years.

- ➔ Inyo County should participate in a forthcoming challenge process required under the IIJA BEAD program to correct inaccuracies in federal broadband availability mapping data and identify additional locations that may be eligible for funding. Only units of local government, internet service providers (ISPs), non-profits and tribal governments are permitted to participate in this challenge process, members of the public cannot.



- Municipalities should encourage members of their communities to participate in the individual challenge process options provided by the FCC and California maps.
- Municipalities that have been working with ISPs to develop projects targeting specific areas can work with people in those areas and just beyond them to ensure that the maps accurately reflect current levels of service. The municipality can develop a strategy to collect data specifically in areas under dispute to ensure that locals provide the required evidence to file successful challenges and can even employ broadband engineers to evaluate the physical plant used to provide (or not provide) claimed services in an area. This targeted strategy will enable the municipality to focus its limited resources to make the most impact on areas that are more likely to be included in projects already in planning and development.

■ **Monitor the evaluation of the first round of Federal Funding Account submissions and adjust when announcements are made**

The State of California allocated \$13,221,784 to Inyo County to be distributed through the FFA program. In September of 2023, the CPUC received three applications for Inyo County, all from Frontier. One project will span both Inyo and Kern Counties and requested \$6,629,936, only a small portion of which will come from Inyo County's allocation. The other two projects located exclusively in Inyo County requested \$3,568,487 to connect 706 FFA-eligible locations at an average cost of \$5,055 per location.

At the time of this writing, applications are still being reviewed, and winners have not yet been announced. Detailed information about each application, including maps of proposed funded service areas, can be found here:

<https://broadbandportal.cpuc.ca.gov/s/objection-page>

Given the impact each project award would have on future network deployment efforts in the county, ISPs and municipalities must be flexible when planning for projects that can best utilize the other funding opportunities available over the next two years. The map below shows the locations eligible for the FFA program. We note that the eligibility criteria are broader than the BEAD program's definitions of "unserved" locations.

Considering Frontier's proposed projects during the first round of the FFA program, several areas could be covered with any remaining FFA funding. We suggest considering the following:

- Lone Pine Communications could consider extending its wireline service area to reach Olancha, expanding to eligible for the FFA-eligible addresses to the south, or expanding eastward to reach eligible areas in Keeler, to the east of Owen's Lake. The state's middle mile network will be constructed along US 395 and could serve as the basis for another provider's deployment through Olancha, but Lone Pine Communication's existing unlicensed fixed wireless service in the area could provide a competitive advantage with this areas' customers, as the Lone Pine likely a recognized brand within the community and could transition them to fiber wireline service more easily.
- In the west-central Inyo County, many locations that are already served by Frontier's DSL network are eligible for the FFA program. Frontier could consider pursuing additional support from the FFA to upgrade these networks to fiber in Independence and locations directly to the north of this community. As Frontier has already secured access to poles and rights-of-way in these areas, the provider will likely be able to deploy fiber at lower cost than a new market entrant could.
- Big Pine, in northwest-central Inyo, contains locations eligible for the FFA program that are within both Frontier and Optimum's existing service areas. As the state's planned middle mile network will extend down US 395, both providers could consider using the transport services introduced to the area by this network to facilitate this deployment. If ambitious, this project could include FFA-eligible locations in the very southwestern edge of Big Pine, just off of Sugar Loaf Road.



- Lastly, many locations through Bishop, in north-central Inyo County, are eligible under the FFA program, despite the many providers that serve this population center. In fact, every wireline provider with a presence in Inyo County could consider applying to the FFA to serve these locations, as AT&T, Frontier, Optimum, and Lone Pine Communications all maintain networks somewhere in the city.

#### ■ **Develop eligible projects for the BEAD Grant Program**

A portion of BEAD-defined unserved locations are likely to be scattered in partially served census blocks, but there are a few areas that should be highlighted:

- All of the areas suggested for BIA consideration above should also be considered for the BEAD program. The Laws area in the northwestern portion of the county, the Lone Pine area, and a number of scattered unserved locations found within a few miles of US 395 throughout the county should all be considered for BEAD-funded projects. The state open-access middle mile network is planned to run near a majority of these areas as well, so while Frontier, Lone Pine Communications, and even AT&T may not be near each area, any one of the three could decide to use BEAD funding to establish itself along different portions of US 395.
- The unserved areas in the southeastern portion of the county, such as locations in and near Charleston View, Death Valley Junction, Shoeshone, Tecopa, and Sandy Valley, have been designated as BEAD high-cost areas, so projects to connect these areas will have a much lower matching requirement, if any. The CPUC may designate this area as an “extremely high cost,” which would allow fixed wireless ISPs to submit plans for high speed wireless networks capable of providing services of at least 100/20 Mbps if wireline networks to this area are not economically viable. However, the state middle mile network is planned to run along State Route 127, so many locations in this area may be able to receive fiber service to their homes.
- There are a few clusters of unserved locations west of West Bishop, particularly in the outskirts of Round Valley, Starlight, and further southwest in Aspendell. The state middle mile network will run to the intersection of W Highway 168 and Ed Powers Road. If Frontier elects to use the state middle mile network it could extend its existing fiber network to these clusters in West Bishop.

Section 6 also reviews how counties and municipalities can work to ensure that unserved locations are eligible for grant funding. These funding programs require applicants to rely upon broadband service maps from either the FCC or the State of California, but not all locations are accurately classified on these maps. Local governments, ISPs, non-profits, and in some cases, the residents themselves may attempt to reclassify locations to make them eligible for funding if sufficient evidence is gathered to demonstrate that a location is not served. Local governments can implement a number of strategies to gather this information and ensure residents with unreliable or slower services can be included in deployment planning during this unique and brief funding window.

Additional opportunities will likely exist in partially served census blocks scattered across the county. In order to identify these locations, the county and other municipalities should acquire a CostQuest data license that will allow them to access individual location service information necessary to spot these locations and include them in projects submitted to the BEAD program.

#### ■ **Develop targeted projects that can best utilize the Broadband Infrastructure Account**

This program focuses on identifying locations that are either unserved at speeds of 10/1 Mbps or are low-income locations without access to 25/3 Mbps service. The program also allows for smaller applications including fewer locations, allowing applicants to target the most eligible households and create projects that can connect locations across a wider area. While there are a few clusters of areas that are very likely to be prioritized, many projects using this funding source will have to be developed using location-specific service availability and demographic data.

Inyo County has a reported 2,676 locations (28.3 percent) that do not yet receive any service meeting the 10/1 Mbps standard, 1,358 locations (14.3 percent) of which are reported to not receive any form of internet service. This latter group is prioritized by the BIA program, regardless of the income characteristics of the area, but to identify these locations, the municipality will need to license access to the CostQuest address fabric. With a significant portion of unserved locations also located in low-income census blocks, ISPs looking to expand their current service areas should consider using the BIA to expand beyond their current service areas or to upgrade services to low-income households currently receiving DSL services offering less than 10/1 Mbps. Nearly all of the project area suggestions made for the BEAD program below should be considered for the BIA program as well, once the ISP or municipality obtains access to the address fabric and can evaluate the current service characteristics (or more importantly, lack thereof) to each location in those suggested areas.

BIA projects can identify areas as small as individual properties and combine them in one application, so long as the residents of each property are low-income households or lack current service entirely. As a result, this program is a unique option for project proposals across the county that focus on expanding or upgrading existing networks to reach a number of small, non-contiguous areas. Including areas that may already receive 10/1 Mbps service but not 25/3 Mbps service, there are a few clusters in low-income census blocks that are worth highlighting to be considered for the BIA program:

- In the northwestern portion of the county, along a bend in US Highway 6, the Laws area contains low-income census blocks that have been marked unserved. Frontier and Optimum both have nearby infrastructure and can easily connect these locations.
- Near the western edge of the center of the county, there are a scattered number of unserved homes in low-income census blocks near Fort Independence Reservation and the Seven Pines campground area. Optimum may be encouraged to expand its cable reach into these areas by connecting to the state middle mile route along US 395, but Frontier's DSL network could be upgraded and expanded to these locations as well.
- Lone Pine Communications could upgrade their cable network in Lone Pine and extend it into the eligible low-income neighborhoods to the west, particularly along W Whitney Portal Road and Granite View Drive.
- Along US 395 near Haiwee, there appear to be scattered unserved locations in low-income census blocks. Portions of these unserved areas extend to the western boundary of the county from the communities of Coso Junction to Grant. There is another small cluster surrounding the South Haiwee Reservoir. Frontier DSL network could be partially replaced with fiber and extended to these unserved locations.
- The Timbi-Sha Shoshone Reservation, near Death Valley Junction, is largely unserved and at least partially classified as low-income. The state middle mile route will pass through the junction, making this area a potential opportunity to interested ISPs. By deploying in this area, the ISP could extend to the southeast corner, including the town of Charleston View, and locations along Old Spanish Trail Highway, just east of South Nopah Range Wilderness Area.

As with the BEAD program, additional planning efforts will require that municipalities acquire the CostQuest data license that will allow them to access individual location service information. Municipalities should combine this information with demographic information covered in Section 6.2 in order to identify the strongest candidate locations for funding, and work with nearby ISPs to extend service to these locations.

■ **Utilize California's Loan Loss Reserve Fund program to reduce the financing costs necessary to build broadband projects that will result in public ownership of network assets**

This program will enable eligible entities to obtain a wider range of financing options with better borrowing terms, thereby increasing the viability of many projects that will require more time to cover initial investment costs. However, this program also includes certain ownership requirements that restrict its use to projects that will result in non-private infrastructure ownership. This distinction will make local partnerships with special eligible entities, such as joint powers authorities, more

appealing, but private ISPs may still consider certain public-private partnerships that would comply with this ownership requirement as well.

## 10.5 Developing Smart Community Strategies

The benefits of broadband access to individual households and businesses are well-documented, but some benefits can occur only when connectivity is used to allow multiple organizations or entire communities to coordinate with one another. Digitally connected communities improve the quality of life for all residents by leveraging both new and existing technologies and the data they gather to enable new ways of addressing community needs, such as transportation, energy, agriculture, natural resource management, and emergency responsiveness. Section 9 reviews a diverse range of applications for smart systems, but we focus on the most impactful suggestions here. To develop smart community systems more generally, Tilson and VHB recommend that municipalities develop an overall smart community plan using a core set of steps.

### ■ Develop a smart community plan

The county and major municipalities all can benefit from digital technologies, but their opportunities and resources will obviously differ. For example, municipalities can increasingly use data-driven methods to control public utility infrastructure such as local water drainage systems and transportation infrastructure such as stoplight grids to manage traffic flows at peak times. In contrast, the county will likely focus on issues like fire management systems. Despite these different applications, all municipalities should generally follow the same steps:

- Municipalities should identify their current digital information and coordination systems and evaluate how this data could contribute to other organizations or different use cases.
- Municipalities should engage the public in a collaborative visioning process to identify community needs, using the topics and strategies presented in this report as a starting point to understand what strategies should be prioritized. This engagement process could consist of stakeholder focus group meetings, public workshops, online surveys, and other means of civic engagement and public participation.
- For each priority, the municipality should perform benefit-cost analysis and identify a responsible department or partner agency, potential cost-sharing partnerships, risks, and any alignment with county policies and planned projects. Specific implementation cost estimates can be developed at this time, potentially for one or more pilot projects.
- Municipalities should use smart community plans that contain recommended goals, objectives, and policies to acquire feedback from key stakeholders and the community at large, then refine them into formal resolutions, ordinances, or special projects that can see these plans put into action.

In terms of specific community needs, Tilson and VHB recommend the following:

### ■ Expand wildfire and flood detection and monitoring systems to improve safety

Local, state, and federal organizations already monitor a number of environmental conditions and factors. However, to improve their efficacy, these different organizations are currently undergoing a data-driven evolution that aims to share information in real time, improve risk assessment models, and develop processes and strategies that are more responsive to current conditions. These improvements require both coordination between these organizations and their information management systems and, increasingly, the involvement of key community members to expand data-gathering capabilities

and facilitate more localized monitoring. While Section 9 contains additional suggestions, Tilson and VHB highlight the following recommendations:

- The county should work with essential partners involved at other levels of government and key non-governmental organizations (NGOs). To coordinate fire monitoring and prevention strategies, the California Office of Emergency Services (CalOES), the California Department of Fish and Wildlife (CDFW), United States Forest Service (USFS), National Oceanic and Atmospheric Administration (NOAA), Federal Emergency Management Agency (FEMA), and the National Interagency Fire Center (NIFC) can all contribute to a comprehensive wildfire management strategy. Similarly, the California Department of Water Resources and FEMA, the California Data Exchange Center (CDEC), and some of the aforementioned agencies can contribute to a flood detection and water management policy strategy.
- To improve the ability to evaluate trends and more problematic areas, the county should work toward using a single system that can draw on data from its partners and any privately-owned devices that could aid in the monitoring process on the local level.
- Municipalities should prioritize the use of smart infrastructure technologies, such as smart levees, flood gates, and stormwater management systems that can automatically respond to changing environmental conditions.
- The county should use ongoing efforts to improve its monitoring systems to revisit and revise emergency response plans, using the system's increased predictive and real-time capabilities to create more localized or adaptive strategies.

#### ■ **Deploy charging and fueling infrastructure to support zero emissions vehicles (ZEV) and Electric Vehicles (EV)**

Zero emissions vehicles (ZEV) and electric vehicles (EV) are a transformative advancement in transportation technology. On a local level, these transportation options can generate cost savings for residents who adopt them while reducing the county's dependence on and demand for gasoline. Their presence along key roads across the county can also improve cross-county travel, bringing in more visitors and promoting local tourism. While Section 9 contains additional suggestions, Tilson and VHB highlight the following recommendations:

- The county should adopt an initiative to deploy charging and fueling infrastructure to support zero emissions vehicles (ZEV) and electric vehicles (EV).
- Municipalities should reach out to organizations that provide EV infrastructure to develop initial cost and feasibility information.
- Municipalities should conduct feasibility studies to identify optimal locations for charging stations, considering factors such as population density, transportation routes, and community needs.
- Municipalities should work toward developing cooperative agreements with local energy companies to support these systems.
- Using the funding suggestions presented in Section 9.5, the county and local governments should work together to develop scalable deployment plans that leverage additional funding from outside the county to improve the region's transportation options. This strategy will require collaboration between electric utility companies, government agencies, and private sector partners to secure funding and resources for the installation and maintenance of charging infrastructure.

#### ■ **Use Smart Water and Irrigation Systems to optimize conservation efforts**

Smart water systems help ensure sustainable water use for all by utilizing advanced technologies and data analytics to optimize water management and increase efficiency. Sensors that are outfitted with digital communications systems enable

remote monitoring, live data analysis, and real-time decision making. Advanced metering infrastructure, including smart meters sending wireless signals in real time, can be used to improve water accounting and reduce waste. Implementing enhanced pressure and flow management strategies and monitoring distribution networks for infrastructure maturity can prolong the lifespan of a piping network. Modern data analysis tools can also facilitate the use of more comprehensive historical and real-time data to make informed management decisions. While Section 9 contains additional suggestions, Tilson and VHB highlight the following recommendations:

- The county should develop smart drought detection, groundwater, and wastewater management systems that use real-time monitoring, automation, and optimization algorithms to improve the efficiency of overall water supply management methods.
- The county should promote the use of smart soil sensors and irrigation systems, which use sensors to monitor soil moisture levels and weather conditions and allow for more precise and efficient watering of plants and crops.
- The county should work with Groundwater Sustainability Agencies (GSAs) in high and medium priority basins to help protect groundwater resources for the long term. Implementation of smart groundwater monitoring systems may benefit from collaboration with GSAs as well as Sustainable Groundwater Management grants available through the California Department of Water Resources (DWR). The State Water Board's Safe and Affordable Funding for Equity and Resilience (SAFER) drinking water program may also serve as a source of funding for smart water system upgrades for potable water.

## 10.6 Next Steps

Many of the recommendations above have been presented in a sequential manner, with certain topics, such as the public-private partnership formation process or the development of a smart community plan, already presented as a series of steps and considerations that will need to be made to accomplish those overall projects. However, with so little time available before key broadband funding processes begin, the county and other municipalities must prioritize certain recommendations over others now and in the near future. These next steps will be divided into the following four time periods:

- **January to March of 2024:** During this period, additional mapping updates will be released by the FCC and the CPUC, which will serve as the underlying basis to determine location eligibility information. The BEAD challenge process may begin as early as the end of this period as well, requiring that municipalities prioritize all efforts to ensure that these maps accurately reflect unserved and underserved locations that should be included in broadband project proposals. The CPUC may also issue awards for the first round of FFA funding.
- **April to August of 2024:** The BEAD challenge process period will close during this period, which will solidify the final map used to determine BEAD-eligible unserved and underserved locations throughout the county. The initial BEAD application round may begin toward the end of this period as well, so municipalities and ISPs should be prepared to submit their project plans and application materials. The third FFA application window is also expected to open and close during this period, providing what is likely to be the last opportunity to utilize any funding allocated specifically to Inyo County under this program.
- **September to December of 2024:** The initial BEAD application round is more likely to be conducted during this period, so ISPs and their local partners should be prepared to submit eligible projects that focus primarily on unserved locations. Municipalities that have worked to develop local policy revisions strategies also should begin to implement them during this period, setting the stage for any recently funded projects that will need to benefit from the cost- and time-saving efficiencies they enable.

- **2025 and beyond:** If the BEAD program does not exhaust its available funding during the initial application round, there will be another submission opportunity that will focus on projects to any remaining unserved locations that were not connected during the prior round. The program may also have funding available to consider underserved locations, so ISPs and their partners can refine their deployment plans accordingly.

However, the focus of the county and other municipalities will increasingly shift toward two areas: deployment monitoring and smart community efforts. Whether the municipality formally partnered with an ISP or merely coordinated with one, the municipality should monitor deployment progress closely to understand how service availability is improving and comply with any reporting requirements it may have committed to. With fewer local efforts devoted to deployment planning, municipalities should also devote more attention to developing and implementing smart community strategies.

#### ■ January to March of 2024

- **Each municipality should designate its primary point of contact for broadband projects, if it has not already done so:** Of all the local policy best practices advocated by experts and broadband ready community programs implemented in other states, this recommendation is made most consistently. This person will serve as the central source of broadband information to the ISPs and have an opportunity to understand ISP priorities, which will facilitate all other planning and coordination efforts.
- **Municipalities should reach out to nearby ISPs that may be willing to expand or upgrade services in their areas:** Municipalities should establish lines of communication with local ISPs to identify their levels of interest in deployment efforts, any local policy concerns they may have, and their willingness to coordinate or partner with the municipality. This information will be used for all subsequent planning efforts, and the relationships developed here will ensure that any formal RFPs are received and considered by each ISP in a timely manner.
- **Municipalities should monitor mapping updates closely:** This period will see updates made to the FCC and CPUC broadband maps, which will serve as the basis for the BEAD challenge process. These updates have the potential to reveal recent expansion and upgrade efforts made by ISPs after their last service area submissions, which have been used in this report. As a result, any of the locations identified as unserved and underserved and the resulting deployment suggestions developed in this report may change, requiring that municipalities adopt their strategies accordingly.
- **Each municipality should acquire the appropriate CostQuest location information licensing agreement:** Some of the remaining unserved and underserved locations are found in partially served census blocks, so maps that aggregate information about available services on the census block-level can hinder the inclusion of these scattered eligible locations. Municipalities can contact CostQuest and acquire a free license to access location-based information about their jurisdictions that will enable a GIS team to identify these locations and include them in planning efforts and grant applications. This process will also require that the municipality submit certain information to the FCC, but these efforts are minimal, and the strategic planning benefits are significant.
- **Municipalities should begin to conduct community outreach on broadband needs and issues, if it has not already done so:** While mapping and service-level information generally establish eligible service areas for funding programs, each municipality can benefit from active community engagement in a number of ways. Community broadband leaders and other interested parties can identify areas with services that may fall short of the information presented on the broadband maps. This information should be used to identify areas that may need to be included in the challenge process. Active engagement will also allow the municipality to learn about other aspects of the digital divide in their communities, along with any existing digital inclusion efforts and additional needs still not being met. The relationships established during these outreach efforts will also allow the municipality to cultivate local buy-in for local



deployment efforts, which can increase the rate at which locals adopt recently deployed services and improve economic viability accordingly.

- **Municipalities should develop and implement their challenge process strategies:** With the BEAD challenge process occurring so soon, municipalities must immediately review service availability maps closely, identify any areas that are likely mischaracterized, and implement data-collection strategies that can harness well-coordinated crowdsourcing of evidence necessary for successful challenges. Section 6.4 reviews top strategies that municipalities can use to develop and implement these coordinated efforts.
- **Municipalities should review their local policies and begin to identify improvement opportunities:** Using the top recommendations listed above and the more in-depth discussion provided in Section 7, municipalities should review their current policies and identify improvement opportunities. This process should begin immediately, because municipalities need ample time to identify the list of potential changes, evaluate benefits and costs of refining and implementing each change, and ultimately adopt them.
- **Municipalities should begin to consider possible smart community strategies that they may want to implement:** While smart community strategies planning is not as pressing as the development of ISP and community relationships, challenge process information-gathering, or deployment planning in the short term, municipalities should still begin to think about the range of recommendations identified above and in Section 9.

#### ■ April to August of 2024

- **Municipalities should develop deployment plans for their priority areas:** During this period, the BEAD challenge process will have finalized the broadband service maps used to identify BEAD-eligible unserved and underserved locations. Municipalities should refine their list of priority locations, using this new information and the CostQuest-sourced location data to create more detailed deployment plans.
- **Municipalities should work with local ISPs to connect unserved locations using the BIA program:** This funding option can offer a lower matching requirement than the BEAD program, so municipalities seeking to maximize funding should use the CostQuest-sourced location data and relevant demographic data to identify high-priority low-income locations that can be connected through this program.
- **Municipalities should release their RFPs and begin the partnership or coordination process with the best candidate ISPs:** After developing lines of communication and a general understanding of interest from each ISP in the prior period, the municipality can develop an RFP that can allow each ISP to submit a formal proposal that includes all the details the municipality should consider to identify its best partnership opportunity. If the municipality has already refined its deployment priority plans, these priority areas can be included as either required or suggested areas for any project proposals.
- **Municipalities should create drafts of revised local policies that will facilitate deployments:** To ensure that these policy revisions are in place before ISPs begin to deploy their networks, this period should be used to develop revised policies, then distribute them to stakeholders for feedback and refinement opportunities.
- **Municipalities should conduct community outreach about smart community strategies:** Building upon prior broadband community engagement efforts, this period can be used to gauge community interest in the different smart community strategies presented in Section 9 and possibly to discover other needs that can be met through the coordinated use of digital technologies.
- **Municipalities should contact the most relevant state and federal agencies and companies that could contribute to smart community strategies:** As the municipality conducts its initial feasibility review of its smart community

strategy options, it should reach out to key organizations that can provide it with more information about what data can be sourced and other factors key to the planning process.

#### ■ September to December of 2024

- **Municipalities should work with interested ISPs to develop and likely submit deployment projects to the BEAD program:** The prior period focused on the solidifying project service areas and partnership or coordination details. This period will require that additional project details be finalized, which may require significant time and effort to refine certain project elements if the municipality has chosen to partner with an ISP more formally.
- **Municipalities should adopt revised local policies that will facilitate deployments:** After drafting revisions, acquiring stakeholder input, and refining proposed policies accordingly, this period should be used to formally adopt the policies and begin implementing them.
- **Municipalities should develop a draft of their overall smart community plan:** To ensure that the information-gathering efforts occurring in the prior period yield results, municipalities should set the goal of releasing a draft of their smart community plan. This document should include outlines for initiatives to implement each of the recommendations above, along with more detailed proposals of key pilot projects selected as the starting points for these overall strategies.

#### ■ 2025 and beyond

- **Municipalities should develop and implement deployment monitoring programs:** If the municipality formally partnered with an ISP and co-developed project received a grant award, the municipality may be obligated to conduct detailed monitoring of project progress and financial expenditures that must be submitted regularly to the CPUC. This obligation will depend upon the partnership structure, so municipalities should consider this responsibility when establishing a partnership agreement.

However, even if the municipality is not obligated to monitor deployment progress at this level of detail, it should still coordinate with the ISP to understand when locations will be able to receive service and keep local communities informed of these timelines.

- **Municipalities should consider developing additional BEAD project proposals with interested ISPs:** If unserved areas do not receive acceptable project proposals, the BEAD program will likely open up an additional submission round that will focus primarily on ensuring these locations are connected. The BEAD program may also have enough funding available after the first round to enable applicants to include underserved areas, so ISPs and their partners should closely monitor the BEAD application review process and plan accordingly.
- **Municipalities should monitor additional broadband program developments and changes:** With so much funding available and so many different rules used to direct funding allocations, it is very difficult to predict what sort of emergent problems may arise throughout the next year. These funding programs may have to modify certain rules to address such problems, and municipalities should pay close attention to any changes, because they may impact deployment opportunities significantly.
- **Municipalities should implement smart community pilot projects, refine their smart community plans, and develop additional projects to take advantage of improved broadband access and new technologies:** With most funding to be awarded over a brief two-year window, municipalities that have devoted significant efforts toward deployment programs will finally be free to shift their efforts toward other broadband-related priorities. Municipalities should be able to develop their smart community capabilities more gradually, using the initial pilot projects as a starting point to expand the municipality's smart community efforts into other areas.



SECTION

11

**APPENDICES AND GLOSSARY**

**Appendix A: Survey Results and Analysis**

Tilson conducted a survey of businesses located throughout the counties participating in this study to collect data on their experiences with internet services. Participants representing a wide variety of businesses responded, ranging from small home ventures and fast-food establishments to larger organizations, such as hospitals and hotels. The survey received a total of 184 responses across 16 counties, as shown below in Table 28:

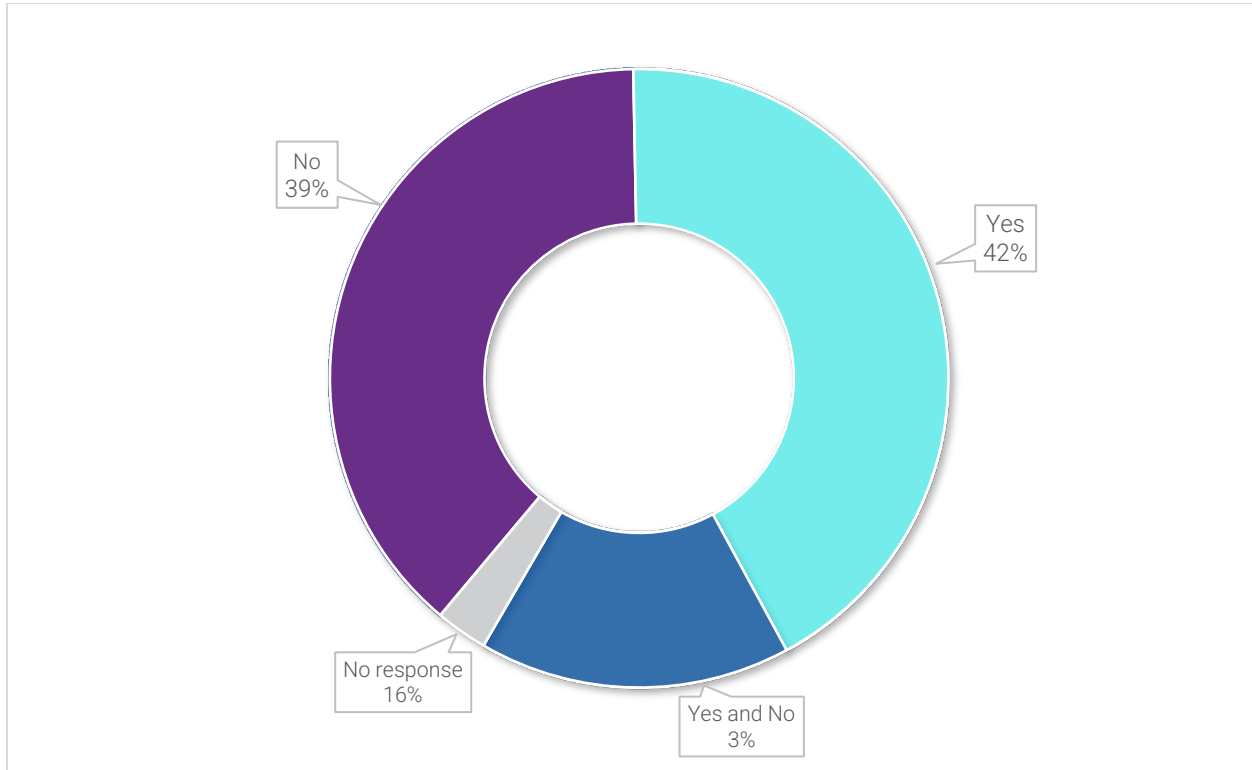
**Table 27: Count of Business Survey Participants, by County**

County	Count of Survey Participants in County
Tehama	30
Mariposa	26
Butte	23
Calaveras	23
Inyo	15
Plumas	14
Lassen	14
Modoc	11
Sierra	6
Colusa	5
Tuolumne	5
Napa	4
Glenn	3
Shasta	2
Amador	2
Nevada	1
<b>Total</b>	<b>184</b>

The survey included a variety of questions intended to capture participants' current internet service (both monthly cost and subscription speeds, in Mbps), experience with this service (performance and/or reliability, the service's suitability, and satisfaction with customer service), and anticipated future bandwidth needs. The survey also collected information on conditions that may impact the actual performance experienced by the business, irrespective of external network conditions, such as the age of the business's network equipment and the state of their building's internal wiring.

Figure 38 below summarizes participant responses to the most fundamental question regarding internet service: whether or not it is sufficient for their business's needs.

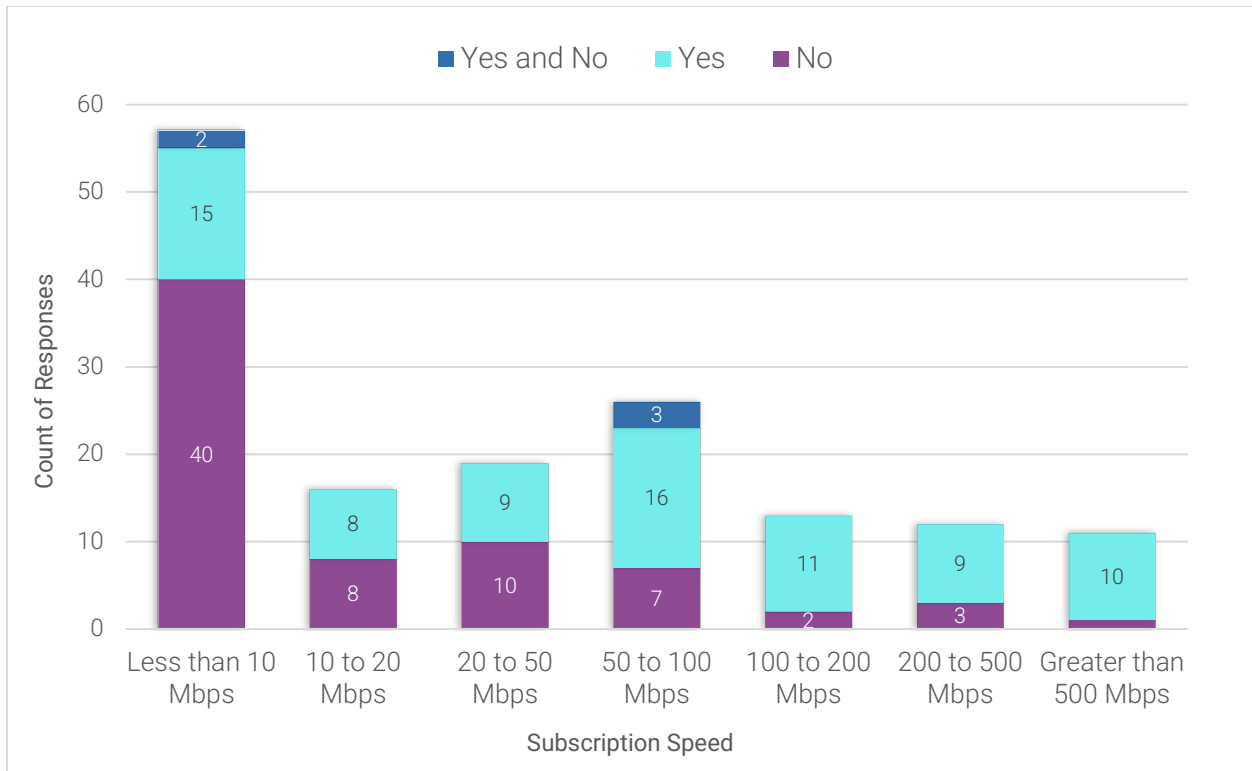
**Figure 38: Summary of Responses to the Question “Is your internet sufficient for your business needs?”**



Of the 184 participants, a slightly greater proportion indicated their internet was sufficient for their businesses’ needs (42 percent), as compared to those who did not feel their service was sufficient (39 percent). A small group (3 percent) felt their service was sufficient in some ways, but insufficient in others. The remaining 16 percent of participants did not respond to the question.

As expected, participants’ impressions of their internet service’s adequacy was somewhat related to the speed of internet service purchased, with businesses receiving slower subscription speeds more likely to identify that their services was not sufficient.

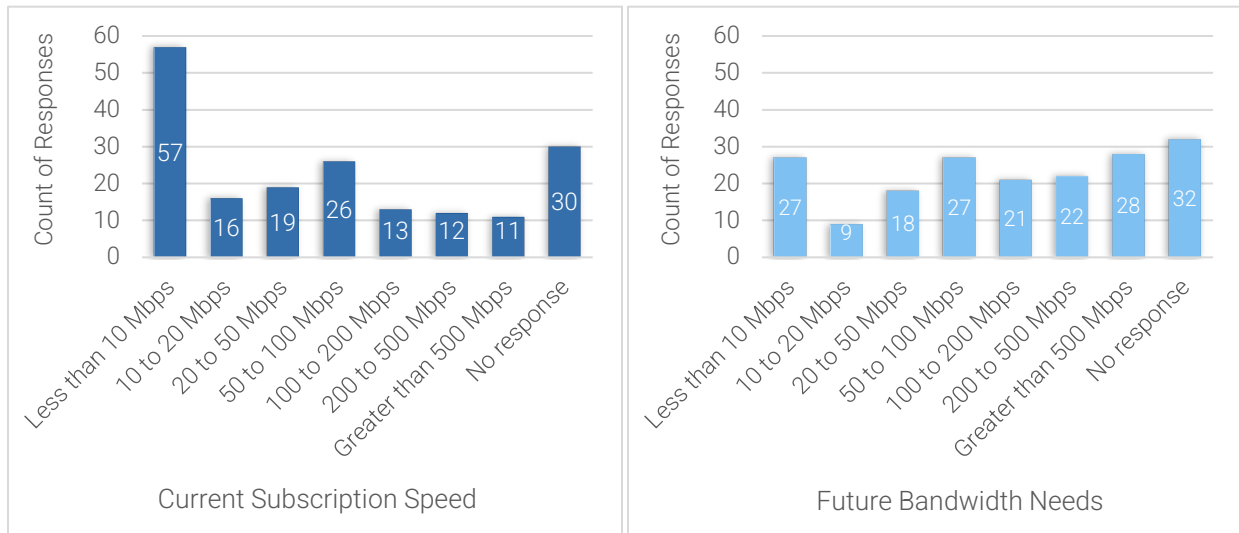
**Figure 39: Summary of Responses to the Question “Is your internet sufficient for your business needs?” by Subscription Speed**



Notably, this survey had a disproportionately high number of respondents who indicated their business relies on internet service of less than 10 Mbps (57), reflecting their likely stronger interest in participating. A larger proportion of this group also indicated their internet service was not sufficient for their business’s needs (70 percent), greater than for those subscribing to higher-speed services. As the amount of bandwidth purchased increases, the proportion of survey participants who stated their internet service meets their business’s needs generally increased as well, but even with downloads of 50, 100, or 200 Mbps, some businesses identified that they needed better service.

Participants were also asked to estimate their business’s future bandwidth needs. Figure 40 below compares the range of participants’ current subscription speeds against the range of participants’ estimated future bandwidth needs.

**Figure 40: Current Internet Speed vs. Future Bandwidth Needs**

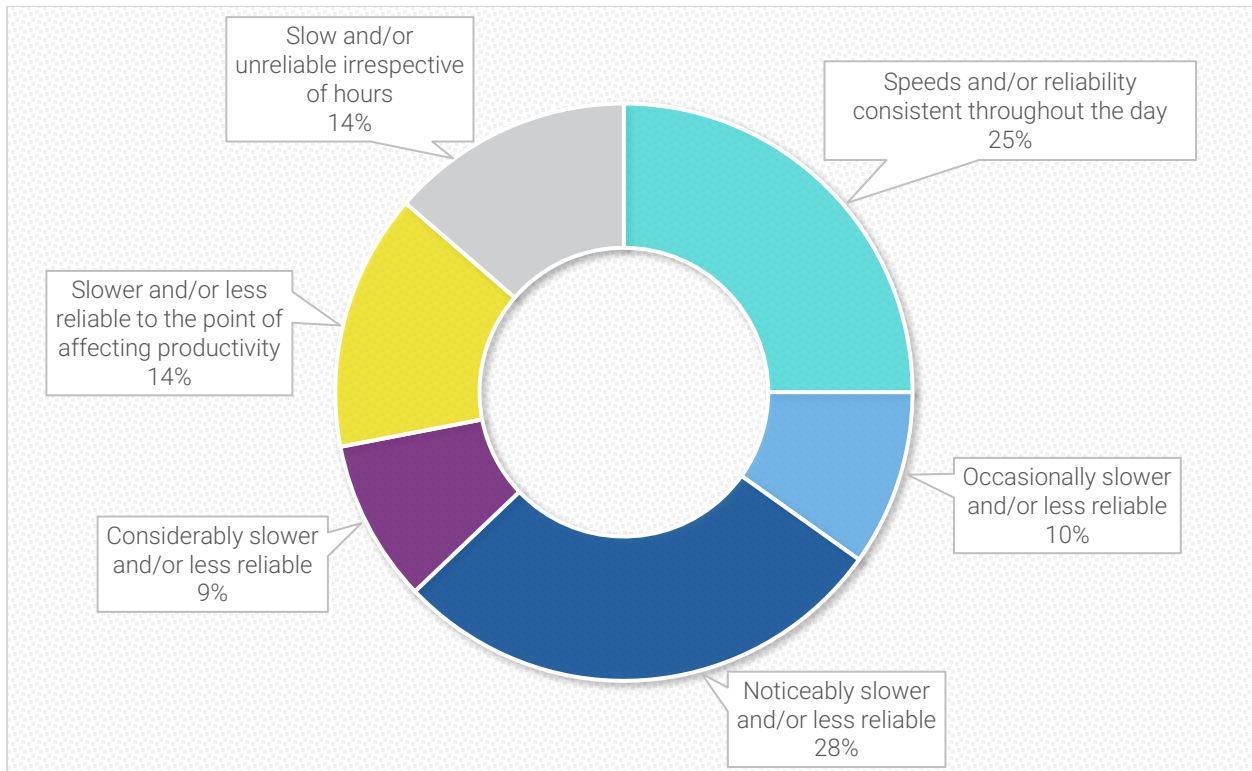


Unsurprisingly, the number of businesses expecting to have their needs met by less than 10 Mbps or between 10 and 20 Mbps dropped significantly, reflecting the extent to which businesses only receiving those levels of service would want faster service options. The number of participants who felt internet service of less than 10 Mbps would be sufficient for their business's future needs fell by approximately 50 percent, the largest decrease among all groups.

The data strongly demonstrates an increased demand for higher-speed services, particularly at speeds of at least 100 Mbps or more. Nearly a quarter of businesses identified that they would need access to speeds of at least 200 Mbps. The group of participants who felt 200 to 500 Mbps would meet future needs is 83 percent greater than those currently purchasing this level of service. Service capable of delivering greater than 500 Mbps increased the most, representing a portion nearly 2.5 times the number of respondents already receiving this option.

Participants were then asked to describe their business internet service's performance and reliability during peak usage hours to understand how increased user demand may affect these areas. Figure 41 below summarizes participant responses to the question, "During peak hours, how would you rate your network congestion and reliability?" Answers provided by this open-ended question have been translated to the following answers, shown in Figure 41, based on (1) whether they identified that speeds were consistent, then (2) whether they identified the issue occurred irrespective of hours, then (3) whether the answer mentioned a reduction in productivity or work, then (4) by the intensity of the remaining answers.

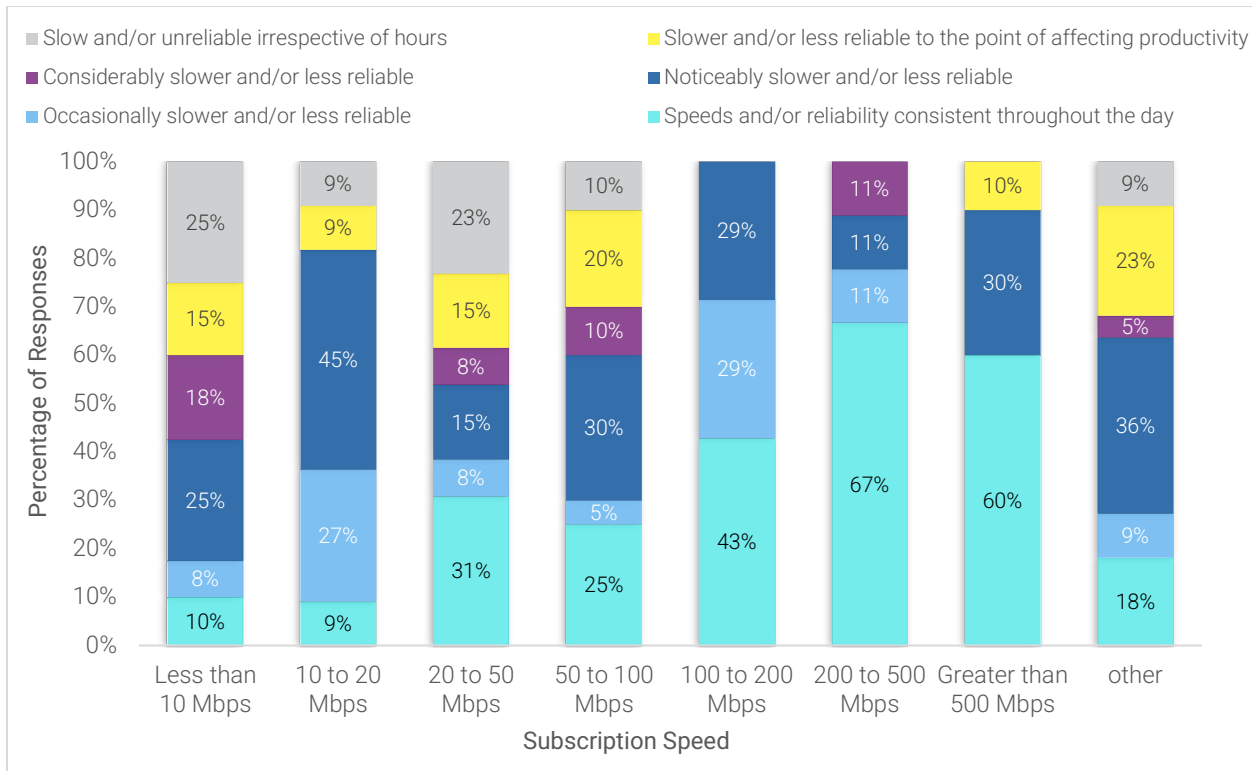
**Figure 41: Summary of Responses to the Question “During peak hours, how would you rate your network congestion and reliability?”**



Three-quarters of respondents identified that they are at least occasionally impacted by slower internet speeds during peak hours. Concerningly, more than half (51 percent) answered that their services were noticeably or considerably slower or less reliable or problematic to the point of impacting productivity. Another 14 percent focused on the issue of occurring any time of day. The data collected by this question suggests that, while a quarter of participants experience consistent speeds and reliability throughout the day, many more face slower and less reliable service as network congestion increases during peak hours.

A greater proportion of participants whose businesses subscribe to lower service tiers experience degradation during peak usage hours when compared to their counterparts who purchase higher tiers. Figure 42 below summarizes this comparison.

**Figure 42: Summary of Responses to the Question “During peak hours, how would you rate your network congestion and reliability?” by Subscription Speed**



Just 10 percent of those subscribing to service less than 10 Mbps report experiencing consistent speeds and reliability throughout the day. This ratio is similarly low for the group subscribing to service between 10 and 20 Mbps (9 percent). In general, those purchasing higher service tiers tend to report more consistent speeds and reliability throughout the day, though some participants in these groups still suffer from service degradation during peak usage hours. Notably, no participants subscribing to speeds at or above 100 Mbps indicated their service was slow and/or unreliable irrespective of hours, in contrast to those subscribing to lower-tier services.

Participants were asked to specify the ISP their business purchases internet services from. Table 29 below provides a count of participants by the internet service provider they patronize and the county their business is located in.

**Table 28: Count of Participant’s Internet Service Providers, by County**

Provider (Count of Participant Subscribers)	Participant County	Count of Participants
<b>Comcast (30)</b>	Butte	8
	Calaveras	14
	Colusa	1
	Napa	3
	Tehama	1
	Toulumne	3
<b>AT&amp;T (30)</b>	Amador	1
	Butte	10
	Glenn	2

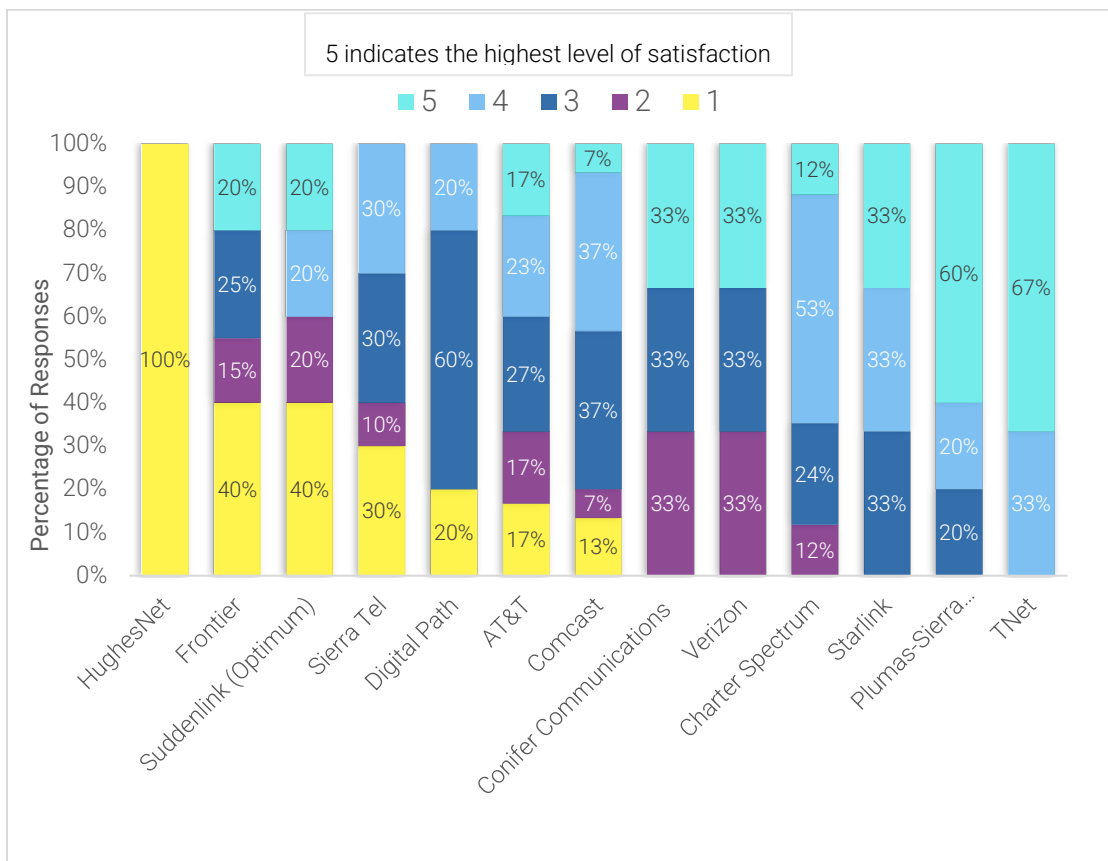
	Mariposa	2
	Plumas	1
	Sierra	3
	Tehama	7
	Tuolumne	2
<b>Frontier (20)</b>	Colusa	1
	Inyo	4
	Lassen	8
	Modoc	4
	Plumas	3
<b>Sierra Tel (20)</b>	Mariposa	19
	Nevada	1
<b>Charter Spectrum (17)</b>	Tehama	17
<b>Plumas-Sierra Telecommunications (5)</b>	Lassen	1
	Plumas	4
<b>Suddenlink (Optimum) (5)</b>	Inyo	5
<b>Digital Path (5)</b>	Plumas	2
	Tehama	3
<b>Starlink (3)</b>	Lassen	1
	Mariposa	1
	Modoc	1
<b>TNet (3)</b>	Modoc	3
<b>Conifer Communications (3)</b>	Calaveras	1
	Mariposa	2
<b>HughesNet (3)</b>	Calaveras	1
	Plumas	1
	Sierra	1
<b>Verizon (3)</b>	Butte	2
	Tehama	1
<b>Succeed.Net (2)</b>	Colusa	2
<b>Schat Communications (2)</b>	Inyo	2
<b>Shasta Beam (2)</b>	Shasta	1
	Tehama	1
<b>Cal.net (2)</b>	Calaveras	2
<b>Hospitality WiFi</b>	Inyo	1
<b>SV.Net</b>	Modoc	1
<b>SONIC</b>	Napa	1
<b>Unwired Broadband</b>	Mariposa	1
<b>T-Mobile</b>	Calaveras	1
<b>Stream IT</b>	Glenn	1
<b>ViaSat</b>	Sierra	1
<b>Caltel Connections</b>	Calaveras	1
<b>Volcano Telephone Company</b>	Amador	1



<b>ColusaNET</b>	Colusa	1
<b>Zito Media</b>	Plumas	1
<b>Silver Rapid</b>	Calaveras	1
<b>Smarter Broadband</b>	Sierra	1
<b>Other Responses</b>		
<b>2 Providers (10)</b>	Butte	2
	Inyo	2
	Lassen	2
	Modoc	2
	Plumas	1
	Shasta	1
<b>3+ providers (3)</b>	Butte	1
	Lassen	2
<b>None or N/A (2)</b>	Inyo	1
	Mariposa	1
<b>Unknown</b>	Plumas	1

Participants were asked to indicate satisfaction with their provider’s level of service and customer support on a scale from one to five, with one corresponding to the lowest satisfaction and five to the highest. Figure 43 below summarizes these responses, though the graph excludes ISPs with less than three answers to this question.

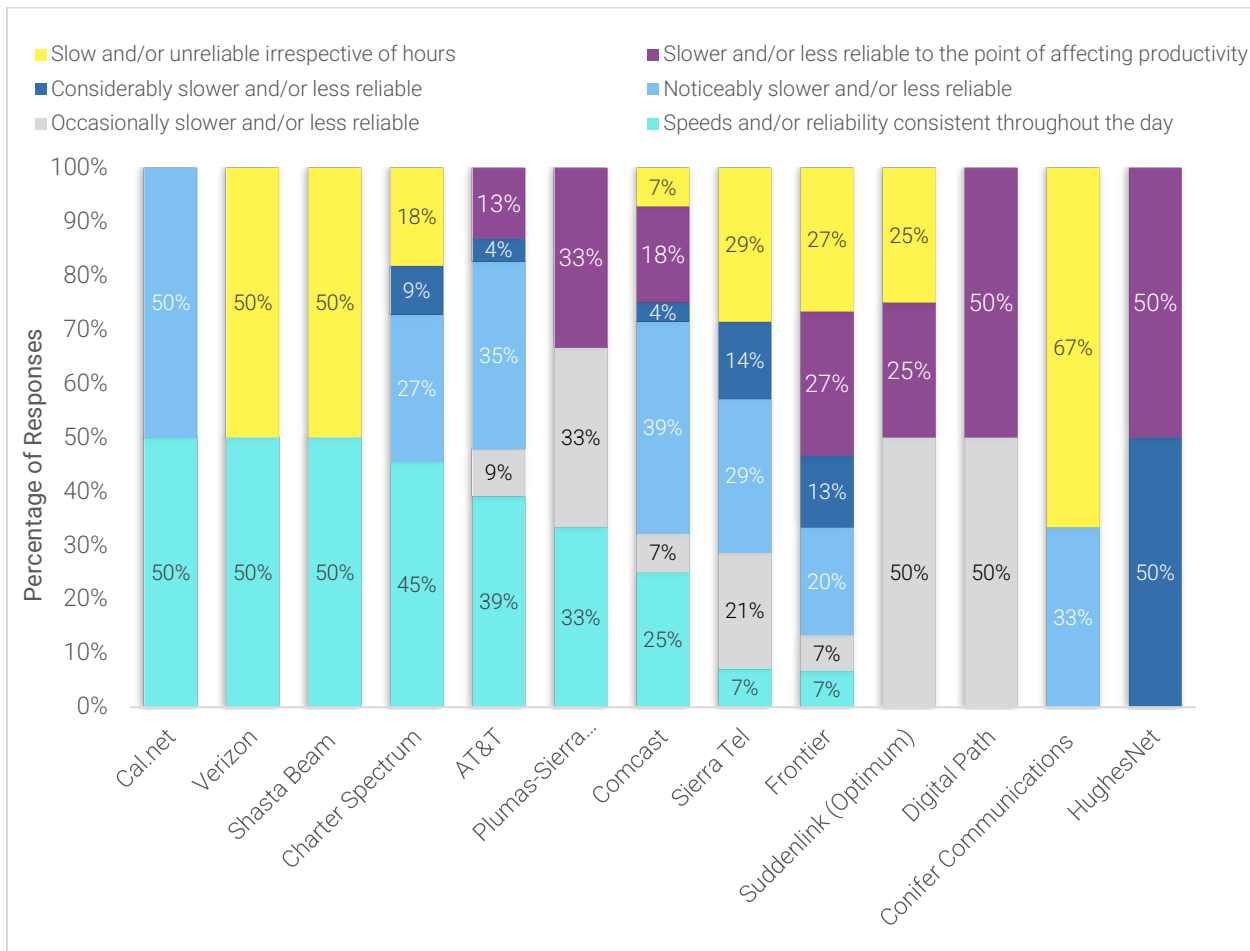
**Figure 43: Satisfaction with Level of Service and Customer Support, by Provider**



Providers on the left-hand side have a higher ratio of responses indicating lower satisfaction with their level of service and customer support. The responses collected may disproportionately represent the opinions of less satisfied customers, who may have felt more compelled to participate in the survey, given the opportunity to voice their concerns.

The bias created by unhappy customers’ tendency to complete surveys should also be applied to Figure 44 below, which summarizes participants’ experience during peak hours by the provider their business purchases service from. Figure 44 excludes providers who received only one response to this question.

**Figure 44: Summary of Responses to the Question “During peak hours, how would you rate your network congestion and reliability?” by Provider**



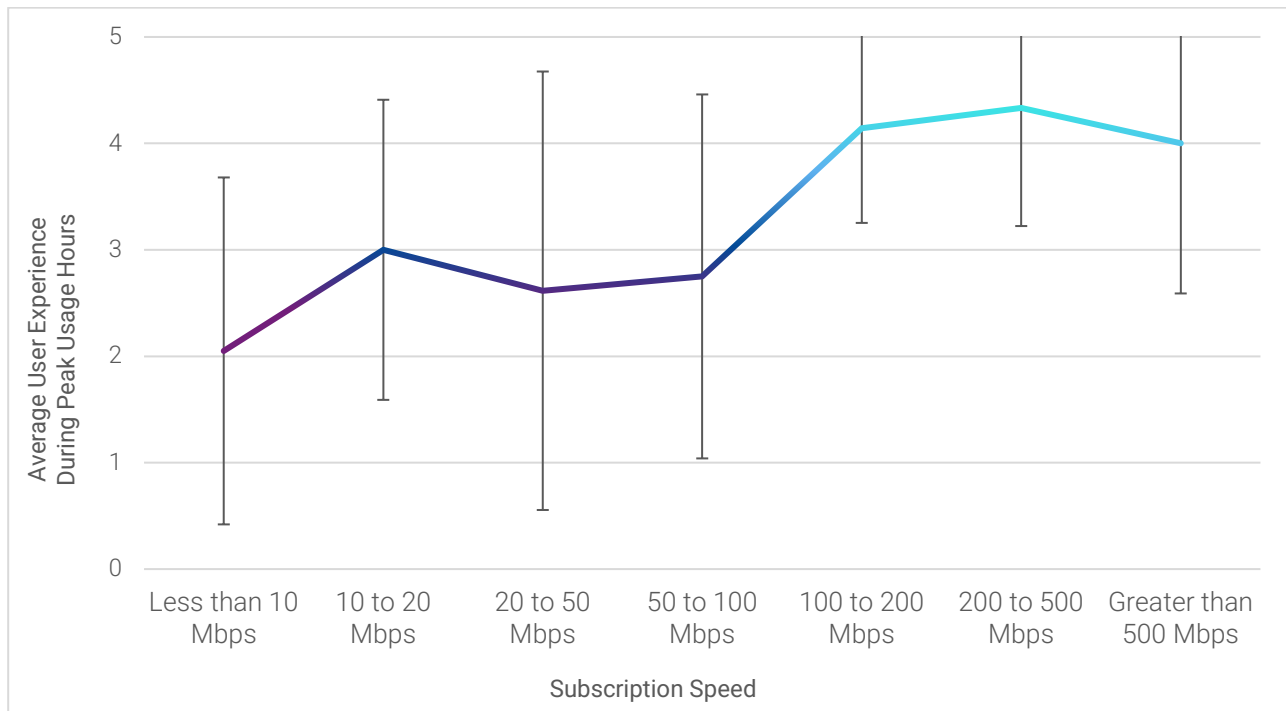
In contrast to Figure 44, providers shown on the left-hand side demonstrate higher ratios of participants who felt their service was consistent throughout the day. However, it should be noted that network performance and reliability vary significantly among participants served by the same provider. Verizon and Shasta Beam are stark examples of this, with 50 percent of subscribers reporting consistent reliability and speeds throughout the day, while the remaining 50 percent experience slow, unreliable service irrespective of the time of day.

This phenomenon is likely due in part to the different subscription speeds that participants purchase from the same provider. Experience during peak hours is poorer on average for those subscribing to lower-tier service offerings. No one subscriber is guaranteed to receive the maximum speeds advertised for the internet service they purchase. As a network becomes more congested, end-user’s experienced data transfer rate, referred to as throughput, decreases. This can leave subscribers to

lower-tier offerings more vulnerable to more severe service degradation during peak usage hours when compared to their counterparts who purchase more bandwidth.

Figure 45 below summarizes the relationship between the participant’s subscription speed and average experience during peak usage hours.<sup>324</sup>

**Figure 45: Numeric-coded Average of Responses to the Question “During peak hours, how would you rate your network congestion and reliability?” by Subscription Speed**

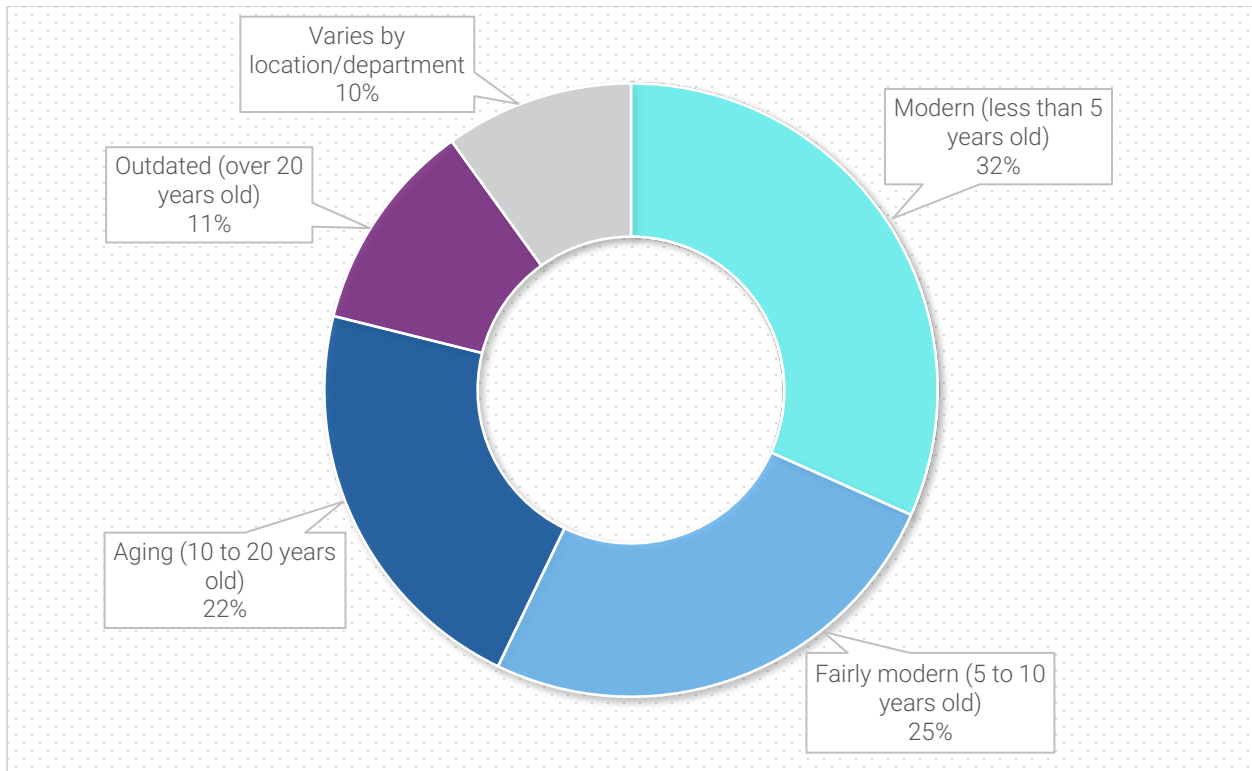


As demonstrated by the relationship shown above, respondents who subscribe to lower-tier service offerings have a poorer average experience during peak usage hours than those who subscribe to higher service tiers. While a portion of this trend is likely due to the relationship between bandwidth purchased and experienced throughput during periods of network congestion, the technology delivering service may contribute. Fixed wireless and DSL networks often face greater service degradation during peak usage hours and offer less bandwidth to end-users. Such technologies require subscribers within a geographic area to share these networks’ limited resources, which are inherently less than in hybrid fiber-coax or entirely fiber networks.

Lastly, participants were asked to estimate the age of their business location’s internal network equipment and in-building wiring, which can impact end-user speeds irrespective of external network performance. Figure 46 below provides a summary of these responses.

<sup>324</sup> The average of respondents’ experience using their internet subscription during peak usage hours was calculated by coding the original qualitative responses to the question as follows: 0: Slow and/or unreliable irrespective of hours; 1: Slower and/or less reliable to the point of affecting productivity; 2: Considerably slower and/or less reliable; 3: Noticeably slower and/or less reliable; 4: Occasionally slower and/or less reliable; 5: Speeds and/or reliability consistent throughout the day.

**Figure 46: Summary of Responses to the Question “What best describes your current building infrastructure (age and quality of wiring and network equipment)?”**



A significant portion of responses indicate their business’s in-building wiring and network equipment is less than 10 years old (57 percent). Those with aging or outdated wiring and equipment account for approximately one-third of responses (33 percent). This data suggests that some businesses may not be able to take full advantage of internet services available to them, as aging network equipment and in-building wiring may be unable to support these higher speeds.

## Appendix B: Overview of Previous Funding and Possible Funded Areas

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Below is a summary of federal funding programs that have funded projects in the past, some of which may still be in the deployment stage. The FCC maintains a map of areas funded by federal programs that can be found here:<sup>325</sup>

<https://fundingmap.fcc.gov/home>

### **FCC Model-based support – Non-competitive subsidy funding provided to regulated carriers to serve “High-Cost” locations:**

**Connect America Fund Phase II Model-Based Support (CAF II)** utilized a predetermined cost-based model to allocate monthly payments to “price cap carriers” tasked with expanding broadband service to specific fixed locations in eligible areas. The targeted service speed was set at a minimum of 10 megabits per second downstream and one megabit per second upstream (10/1 Mbps). The initial CAF Phase II Model support term spanned from 2015 to 2020. Subsequently, all participating carriers opted for an optional seventh year of support in 2021. These carriers were required to finalize their deployment and adhere to interim deployment milestones by the end of 2021.<sup>326</sup>

**Alternative Connect America Cost Model (ACAM)** allocated predetermined monthly payments based on a cost model to “rate of return” carriers. These payments aimed to facilitate broadband expansion to specific fixed locations in eligible areas. The revised ACAM enhanced model-based support for existing ACAM carriers will require deployment of 100/20 Mbps service. The original ACAM support term, available to carriers that opted for the original ACAM program (excluding Revised ACAM), spanned from 2017 to 2026. ACAM carriers were required to complete their deployment by the end of 2026 while adhering to interim deployment milestones. In contrast, the Revised ACAM support term extends from 2019 to 2028, with Revised ACAM carriers having until the end of 2028 to complete their deployment while meeting interim milestones. The CAF Map encompassed locations funded by both the original ACAM program and Revised ACAM.<sup>327</sup>

**Alternative Connect America Cost Model (ACAM II)** or Revised ACAM, entailed predetermined monthly payments based on a cost model for “rate of return” carriers who voluntarily opted to transition from CAF BLS funding to model-based support. The ACAM II support term ranged from 2017 to 2028, granting ACAM II carriers until the end of 2028 to finalize their deployment and adhere to interim deployment milestones.<sup>328</sup>

**Connect America Fund Broadband Loop Support (CAF BLS)** provided support based on carrier costs and financial data to “rate of return” carriers. This support aimed to expand broadband access to specific fixed locations in eligible areas. The CAF BLS deployment term spanned from 2019 to 2023, with carriers required to complete deployment by the conclusion of 2023. It’s important to note that not all existing CAF BLS locations are represented on the map, as CAF BLS carriers do not report locations deployed before May 25, 2016.<sup>329</sup>

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<sup>325</sup> <https://fundingmap.fcc.gov/home>

<sup>326</sup> [https://www.usac.org/high-cost/funds/cafphaseii/#:~:text=Connect%20America%20Fund%20\(CAF\)%20Phase,Mbps\)%20to%20a%20specific%20number](https://www.usac.org/high-cost/funds/cafphaseii/#:~:text=Connect%20America%20Fund%20(CAF)%20Phase,Mbps)%20to%20a%20specific%20number)

<sup>327</sup> <https://www.usac.org/high-cost/funds/acam/>

<sup>328</sup> <https://www.usac.org/high-cost/funds/revised-acam/>

<sup>329</sup> <https://www.usac.org/high-cost/funds/caf-broadband-loop-support/>

**Rural Broadband Experiments (RBE)** offered predetermined monthly payments to telecommunications carriers that successfully secured bids to deploy broadband in unserved “price cap” areas, particularly those in rural regions with the highest deployment costs. The RBE support term covered the period from 2015 to 2025, with RBE carriers obligated to meet interim and final deployment milestones on an ongoing basis.<sup>330</sup>

### Competitive Grant Programs:

#### FCC:

**Connect America Fund Phase II Auction (CAF II Auc.)** provided monthly payments to entities that won bids in a competitive reverse auction held in 2018. The goal was to extend broadband coverage to areas where the incumbent price cap carrier had declined CAF II Model based funding, as well as other price cap areas with high deployment costs. Payments under the CAF II Auction began in 2019, with support terms extending over 10 years. CAF II Auction carriers had until the conclusion of 2025 to complete their deployment while meeting interim deployment milestones.<sup>331</sup>

**Rural Digital Opportunity Fund (RDOF)** provided set monthly payments to entities that successfully secured bids in a 2020 competitive reverse auction. These funds were allocated to expand broadband coverage in specific areas lacking service at speeds of at least 25 megabits per second downstream and 3 megabits per second upstream (25/3 Mbps). RDOF payments commenced in 2021 on a rolling basis, and support terms extended over 10 years. RDOF recipients were granted up to eight years to complete their deployment while adhering to interim deployment milestones.<sup>332</sup>

#### NTIA:

**Broadband Infrastructure Program (BIP)** is a \$288 million broadband deployment program directed to partnerships between a state, or one or more political subdivisions of a state, and providers of fixed broadband service to support broadband infrastructure deployment to areas lacking broadband, especially rural areas. Funded service must be at least 100/20 Mbps.<sup>333</sup>

**Tribal Broadband Connectivity Program (TBCP)** is a \$3 billion program directed to tribal governments to be used for broadband deployment on tribal lands, as well as for telehealth, distance learning, broadband affordability, and digital inclusion. Funded service must be at least 100/20 Mbps.<sup>334</sup>

#### USDA:

**Community Connect Grant Program** provides grants to eligible applicants that will provide, on a “community -oriented connectivity” basis, broadband service that fosters economic growth and delivers enhanced educational, health care, and public safety benefits. Eligible service areas must be contiguous and funded service must be at least 100/20 Mbps.<sup>335</sup>

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<sup>330</sup> <https://www.fcc.gov/general/rural-broadband-experiments>

<sup>331</sup> <https://www.fcc.gov/auction/903>

<sup>332</sup> <https://www.fcc.gov/auction/904>

<sup>333</sup> <https://broadbandusa.ntia.doc.gov/broadband-infrastructure-program>

<sup>334</sup> <https://broadbandusa.ntia.doc.gov/funding-programs/tribal-broadband-connectivity>

<sup>335</sup> <https://www.rd.usda.gov/community-connect>

**Rural Econnectivity Program (ReConnect)** offers loans, grants, and loan-grant combinations to facilitate broadband deployment in areas of rural America that currently do not have sufficient access to broadband. Proposed funded service areas can be non-contiguous and funded service must be at least 100/20 Mbps.<sup>336</sup>

**US Department of Treasury:**

**Capital Projects Fund (CPF)** was enabled by ARPA and is currently being distributed through the FFA program by the CPUC. With upcoming announcements of FFA program winning applications, CPF awarded areas will start to appear on the FCC's Funding Summary map. Funded service must be at least 100/20 Mbps and scalable to 100/100 Mbps.<sup>337</sup>

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<sup>336</sup> <https://www.usda.gov/reconnect>

<sup>337</sup> <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/capital-projects-fund>

## Appendix C: Further Detail on Materials for California Last-mile Network Funding Opportunities

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All applications require a list of information about the applicant, including details about how the organization is structured and who the organization's key leaders are. Applicants must also submit information about the financial health of the organization, including audited financial statements from recent years and, in some cases, companywide financial projections in addition to modeling the project's performance.<sup>338</sup>

The programs require that the applicants explain the proposed network using a combination of Geographic Information Systems (GIS) information about the project's location, network diagrams, and written explanations that describe its technical attributes. The required engineering information is relatively similar, but the specific mapping information may differ across each program. For example, the Federal Funding Account requires that applicants identify their proposed deployment areas within the program's application platform, which then generates information about current service availability and location eligibility characteristics, additional demographic information, and other location-based factors. In the case of the BEAD program, it is unclear whether applicants will be required to generate this information themselves.

Project designers must also create a number of documents that identify the project's costs and when they will occur. Detailed project budgets must identify the inventory of equipment and materials used in the network design, all labor necessary to construct the network, and permitting costs, along with any eligible ancillary costs related to the project. Applicants must also explain when each of these costs will occur by providing a deployment plan timeline and a related capital investment schedule.

Applicants must explain how they will cover both the project's required matching contribution and on-going costs before they can be reimbursed by the grant program. In addition to explaining the project's funding sources, applicants must also provide the projected business plan for the project area. This plan includes the menu of service options and their prices to consumers and businesses, expected adoption rates, and an analysis of the project area's on-going operational and maintenance costs and is used to understand the network's financial sustainability and profitability.

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<sup>338</sup> FFA Guidelines, p. A-20.



## Appendix D: California's Three Primary Last-Mile Funding Programs: Considerations for Prospective Applicants

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### ■ Who Can Apply?

California's three primary last-mile programs have all integrated a number of grant program best practices that states, and federal agencies have developed over the past decade.<sup>339</sup> Each of the three programs will accept applications from a wide range of organization types, including facilities-based broadband providers, non-profits, cooperatives, and all local governmental agencies, such as county or local governments, special utility districts and joint powers authorities, and tribal governments.<sup>340</sup> This flexibility not only facilitates construction to historically unserved areas using a wider range of funding sources and deployment approaches, but it also encourages local governmental agencies to coordinate with ISPs or participate themselves. Additionally, the Federal Funding Account program rewards additional scoring to projects proposed by, owned, operated by, or affiliated with local governments, non-profits, or cooperatives.<sup>341</sup>

### ■ What Technologies can be Deployed?

To "ensure that the network built by the project can easily scale speeds over time to meet the evolving connectivity needs of households and businesses," the BEAD program goes a step further and explicitly requires that all projects in areas that do not meet the state's "Extremely High Cost Per Location Threshold" must provide "service via end-to-end fiber-optic facilities to each end-user premises."<sup>342</sup>

### ■ Digital Inclusion Considerations

Digital inclusion considerations have also been incorporated into these grant programs as well. All three require that funding recipients commit to provide at least some services at prices at or below what they propose in their applications for five or more years.<sup>343</sup> The FFA requires that ISPs participate in the Affordable Connectivity Program and awards additional points to ISPs that will extend their pricing commitment from the required five years to a period of ten years, will offer services eligible for California and federal Lifeline subsidies, and/or will offer a low-cost plan offering 50/20 Mbps service for \$40 per month.<sup>344</sup> The programs also have adopted rules that favor low-income areas, so project planners should look closely at the income characteristics of proposed service areas to identify which locations should be prioritized for inclusion.<sup>345</sup>

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<sup>339</sup> See, e.g., Ryland Sherman et al, *Putting State Broadband Funds to Work: Best Practices in State Rural Broadband Grant Programs*, Benton Institute for Broadband & Society, June 2021, <https://www.benton.org/sites/default/files/state-funds-final.pdf>.

<sup>340</sup> Cal. Gov. Code § 54951 (2023), identifying the categories of governmental organizations considered to be local agencies; CASF BIA Guidelines, p. A-8, providing an example list of relevant local California agency types, and A-10; FFA Guidelines, pp. A-8 to A-9; BEAD NOFO, p. 37. The CASF BIA identifies that the CPUC uses the NTIA's definition of a facilities-based broadband service provider, "which is generally defined as any entity providing internet access service or middle mile transport, over its own fixed or wireless facilities to residence, businesses, or other institution." CASF BIA Guidelines, p. A-10. The CASF BIA will also accept applications from Wireless carriers registered with the CPUC (i.e., hold a Wireless Identification Registration (WIR)). CASF BIA Guidelines, p. A-10. The NTIA's BEAD program has the broadest criteria, requiring that California accept applications from private companies more generally and not use scoring criteria that would unreasonably favor one organizational type over the other. BEAD NOFO, p. 37; BEAD Initial Proposal Guidance, p. 39.

<sup>341</sup> FFA Guidelines, p. A-6.

<sup>342</sup> BEAD NOFO, p. 14.

<sup>343</sup> CASF BIA Guidelines, p. A-14; FFA Guidelines, pp. A-11, A-18; BEAD NOFO, pp. 66-67, requiring that low-cost broadband service options be available for "the useful life of the network assets."

<sup>344</sup> FFA Guidelines, pp. A-6 to A-7, A-12.

<sup>345</sup> See, e.g., CASF BIA Guidelines, pp. A-5 to A-7; FFA Guidelines, pp. A-6 to A-7; BEAD NOFO, p. 41.

### ■ Eligible Costs

CASF BIA and FFA cover a fairly similar range of eligible project costs. They both cover costs directly related to the deployment of infrastructure and upgrades to critical existing infrastructure. They also cover “costs to lease access to property or for internet backhaul services for a period not to exceed five years.”<sup>346</sup>

The BEAD program’s range of eligible costs are likely to be more expansive. NTIA’s guidance identified that in addition to construction, improvement, and acquisition costs necessary to serve the proposed locations, the program can fund long-term leases like fiber indefeasible right-of-use agreements, without the five-year limitation featured in the other programs. The BEAD program can also fund installation of internet wiring or Wi-Fi infrastructure within apartment buildings and other eligible multi-family residences.<sup>347</sup> The program is likely to also include costs related to design, permitting, and other work necessary for environmental, historical, and cultural reviews, cybersecurity training and implementation, subject matter expertise and consulting, and other labor costs necessary to manage the project.<sup>348</sup>

### ■ Reimbursement-Based Structure Considerations

These grant programs offer funding on a reimbursement basis. Projects offered these grants must organize all recent eligible project expenditures and submit them to the grant’s administrating agency, the CPUC.<sup>1</sup> These submissions will be evaluated, and once approved, the CPUC will reimburse the awardee for the eligible costs. This submission process then requires that grant awardees have access to enough cash on hand to cover project costs until it can submit and receive its reimbursement.

Each of the programs has its own reimbursement rules. The FFA allows reimbursement requests to be submitted only at specific intervals, after 10%, 35%, 60%, 85%, and 100% of the project’s total projected budget has been expended.<sup>349</sup> These fixed intervals create a large demand for cash on hand. For example, a project with the maximum standard FFA grant allocation of \$25 million would expend \$6.25 million between the 10% to 35% and the 35% to 60% reimbursement periods. While such a project organizes its funding request, submits it, and waits for its reimbursement, the project will continue to cover on-going costs, which can raise its short-term capital demands to \$7.5 million or more. Projects may need to seek financing to cover these short-term costs.

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<sup>346</sup> CASF BIA Guidelines, p. A-15.

<sup>347</sup> BEAD NOFO, p. 39.

<sup>348</sup> BEAD NOFO, p. 39.

<sup>349</sup> FFA Guidelines, p. A-27.

**Appendix E: Summary of Federal Funding Opportunities**

Below is a comprehensive list of the various grant funding opportunities created by the three recent pandemic-related infrastructure bills (ARPA/IIJA/Consolidated Appropriations Act Federal Broadband Programs Survey<sup>350</sup>), which represent the overwhelming majority of broadband infrastructure funding available currently.

**Table 29: Broadband Equity, Access And Deployment Program (“BEAD”) (IIJA)**

Program name	Broadband Equity, Access and Deployment Program (BEAD)
Legislation creating or expanding the program	Infrastructure Investment and Jobs Act (IIJA)
At a high level, what does the program fund?	Eligible uses include: deploying infrastructure to un/underserved areas; providing affordable devices; mapping and planning; installing/providing wifi for multifamily residential buildings; and other projects determined by NTIA. Deployment must: first prioritize areas where 80% residents lack 25/3, then areas where 80% lack 100/20; offer 100/20 speeds; provide a low-cost option; and not exclude municipal and cooperative providers. Subgrants should use 25% matching funds, but in-kind or CARES/ARPA funds are acceptable.
Which organization determines which projects get funded?	Block grants to states (or administering agency selected by governor), territories, and tribes. Funds may be subgranted.
How much money is available in the program?	\$42,450,000,000
Is it allocated competitively nationwide, or is there a formula allocation to states or municipalities?	Formula allocation
What kinds of organizations are eligible and/or preferred for funding?	Block grants to states (or administering agency selected by governor), territories, and tribes. Funds may be subgranted.
What is the timeframe in which we expect funding to become available, to the extent known, and are there any application deadlines that are already known?	Notice of Funding Opportunity (NOFO) likely by end of May 2022. Funding likely available in 2023 and after FCC releases new maps.

<sup>350</sup><https://muninetworks.org/sites/www.muninetworks.org/files/Federal%20Broadband%20Funding%20Guide%20%28Common%20Sense%20Media%29.pdf>

<p>Will the funding be available in a single tranche or multiple tranches, and when?</p>	<p>Multiple tranches. After NOFO is released, states can submit letters of intent to participate in BEAD and receive \$5 million for planning if they request it. If submitting request for planning funds, state must submit a 5-year action plan. Once FCC DATA Maps are published identifying unserved vs. served areas, NTIA will calculate state’s allocation. State then will submit an <b>Initial Proposal</b> to receive the first 20% of its allocation. State must then launch challenge process to provide ISPs and others opportunity to identify whether unserved/underserved areas have been misidentified. To receive remainder of allocation, States must subsequently submit a <b>Final Proposal</b>, which must include a proposal for a Low-Cost Broadband Service option. Timeframes for all steps likely to be included in NOFO to be released in May 2022.</p>
<p>Are there any key performance metrics known?</p>	<p>Deployment must: first prioritize areas where 80% residents lack 25/3, then areas where 80% lack 100/20; offer 100/20 speeds.</p>
<p>Are any technologies favored (like fiber) or disfavored (like fixed wireless or satellite)?</p>	<p>No.</p>

**Table 30: State Digital Equity Capacity Grant Program (IIJA)**

<p>Program name</p>	<p>State Digital Equity Capacity Grant Program</p>
<p>Legislation creating or expanding the program</p>	<p>IIJA</p>
<p>At a high level, what does the program fund?</p>	<p>This program consists of two subprograms: one \$60 million program to support the development of state digital equity plans, and a second \$1.4 billion program to fund the implementation of those plans. To be eligible for the second program, a state must have its digital equity plan be approved by the NTIA. These plans must include: measurable objectives for promoting internet adoption in vulnerable populations; assessments of plan’s impact on state goals for the economy, workforce, education, health, and civil society; and identification of and collaboration with stakeholders.</p>

Which organization determines which projects get funded?	States or administering agencies selected by governor, territories, and tribes. Funds may be subgranted.
How much money is available in the program?	\$1,500,000,000
Is it allocated competitively nationwide, or is there a formula allocation to states or municipalities?	Formula Allocation
What kinds of organizations are eligible and/or preferred for funding?	The State, a political subdivision, agency, State instrumentality, Indian Tribe located in State, a non-profit entity providing services in the State (which is not a school), a community anchor institution, a state agency, among others.
What is the timeframe in which we expect funding to become available, to the extent known, and are there any application deadlines that are already known?	\$60m for planning available in FY2022. \$1.4 b available between FY 2022-2026. States have 5 years to spend awards.
Will the funding be available in a single tranche or multiple tranches, and when?	Planning Grant Applications and State Capacity Grant Applications to be accepted not later than 60 days after notice of funding availability is released. (HR 3684–788, 789)
Are there any key performance metrics known?	No
Are any technologies favored (like fiber) or disfavored (like fixed wireless or satellite)?	No

**Table 31: Digital Equity Competitive Grant Program (IIJA)**

Program name	Digital Equity Competitive Grant Program
Legislation creating or expanding the program	IIJA
At a high level, what does the program fund?	Eligible uses include: digital inclusion activities; digital navigators; workforce training programs; low-cost devices; and deployment of public broadband. NTIA will prioritize projects that: expand access and adoption among vulnerable populations; represent geographically diverse regions; and do not duplicate other programs.

Which organization determines which projects get funded?	NTIA/Dept. of Commerce
How much money is available in the program?	\$1,250,000,000
Is it allocated competitively nationwide, or is there a formula allocation to states or municipalities?	Competitive Grant
What kinds of organizations are eligible and/or preferred for funding?	Public entities, private companies, nonprofits, cooperatives, Indian Tribes, Alaska Native Entities. State entities that receive State Digital Equity Capacity grants are ineligible.
What is the timeframe in which we expect funding to become available, to the extent known, and are there any application deadlines that are already known?	Post May NTIA NOFA, Assistant Secretary of Commerce begins awarding State Capacity Grants (see above). Within 30 days of this, the Asst. Secretary shall establish the Digital Equity Competitive Grant Program (HR 3684–1039-1040) (IIJA § 60305)
Will the funding be available in a single tranche or multiple tranches, and when?	\$250m available per year FY 2022-2026. Awardees will submit annual evaluation reports. Grants must be spent within four years.
Are there any key performance metrics known?	No
Are any technologies favored (like fiber) or disfavored (like fixed wireless or satellite)?	No

**Table 32: Middle Mile Grants Program (IIJA)**

Program name	Middle Mile Grants Program
Legislation creating or expanding the program	IIJA
At a high level, what does the program fund?	Funds middle mile projects that reduce the cost of connecting un/underserved areas and/or promote resiliency by creating redundant network connections. Priority is given to projects that: adopt fiscally sustainable strategies; offer non-discriminatory interconnection to last-mile providers; collaborate with partners that will provide financially sustainable last-mile service; utilize other

	forms of support (e.g., waived permitting fees); and benefit national security and the DoD.
Which organization determines which projects get funded?	NTIA/ Dept. of Commerce
How much money is available in the program?	\$1,000,000,000 (Amount of middle mile grant to eligible entity may not exceed 70% of total project cost)
Is it allocated competitively nationwide, or is there a formula allocation to states or municipalities?	Competitive grant
What kinds of organizations are eligible and/or preferred for funding?	States, political subdivisions of states, Tribal gov'ts, technology companies, electric utilities, cooperatives, telecommunications companies, nonprofits, Native entities (tribes, Alaskan Native Corporations), EDA's
What is the timeframe in which we expect funding to become available, to the extent known, and are there any application deadlines that are already known?	NOFO likely by end of May 2022. Funds available until Sep. 30, 2026
Will the funding be available in a single tranche or multiple tranches, and when?	Unknown
Are there any key performance metrics known?	If eligible entity is proposing to use middle mile grant for build infrastructure to connect community anchor institutions via fiber optic technology, minimum speeds delivered must be not less than 1 gigabit per second for downloads; and 1 gigabit per second for uploads to an anchor institution. (HR 3684–808-809)
Are any technologies favored (like fiber) or disfavored (like fixed wireless or satellite)?	No—the statute allows for terrestrial or fixed wireless middle mile infrastructure as well as fiber optic.

\*The California Department of Technology was awarded \$73 million from this program in 2023.

**Table 33: Affordable Connectivity Program (IIJA)**

Program name	Affordable Connectivity Program (*Formerly Emergency Broadband Benefit Program—extended and modified by IIJA)
Legislation creating or expanding the program	IIJA (*Continued and Modified from the Consolidated Appropriations Act of 2021)
At a high level, what does the program fund?	<p>Makes the Emergency Broadband Benefit permanent and renames it to the “Affordable Connectivity Program.” Decreases the benefit amount from \$50/mo to \$30/mo and changes some eligibility criteria. Participating ISPs must: promote the benefit; allow the benefit to be applied to any service offering; notify subscribers of the transition; and implement new consumer protections.</p> <p>The benefit provides a discount of up to \$30 per month toward internet service for eligible households and up to \$75 per month for households on qualifying Tribal lands. Eligible households can also receive a one-time discount of up to \$100 to purchase a laptop, desktop computer, or tablet from participating providers if they contribute more than \$10 and less than \$50 toward the purchase price.</p> <p>The Affordable Connectivity Program is limited to one monthly service discount and one device discount per household.</p>
Which organization determines which projects get funded?	FCC
How much money is available in the program?	\$14,200,000,000
Is it allocated competitively nationwide, or is there a formula allocation to states or municipalities?	N/A, Consumer subsidy



<p>What kinds of organizations are eligible and/or preferred for funding?</p>	<p>A household is eligible for the Affordable Connectivity Program if the household income is at or below 200% of the <a href="#">Federal Poverty Guidelines</a>, or if a member of the household meets at least <i>one</i> of the criteria below:</p> <p>Participates in certain assistance programs, such as SNAP, Medicaid, Federal Public Housing Assistance, SSI, WIC, or <a href="#">Lifeline</a>;</p> <p>Participates in Tribal specific programs, such as Bureau of Indian Affairs General Assistance, Tribal TANF, or Food Distribution Program on Indian Reservations;</p> <p>Participates in the National School Lunch Program or the School Breakfast Program, including through the USDA Community Eligibility Provision;</p> <p>Received a Federal Pell Grant during the current award year; or</p> <p>Meets the eligibility criteria for a participating provider's existing low-income internet program.</p> <p>(Source: <a href="https://www.fcc.gov/acp">https://www.fcc.gov/acp</a>)</p>
<p>What is the timeframe in which we expect funding to become available, to the extent known, and are there any application deadlines that are already known?</p>	<p>Currently enrolling</p>
<p>Will the funding be available in a single tranche or multiple tranches, and when?</p>	<p>N/A (Monthly payment benefit)</p>
<p>Are there any key performance metrics known?</p>	<p>N/A</p>
<p>Are any technologies favored (like fiber) or disfavored (like fixed wireless or satellite)?</p>	<p>N/A</p>

**Table 34: Coronavirus Capital Projects Fund (ARPA)**

Program name	Coronavirus Capital Projects Fund
Legislation creating or expanding the program	American Rescue Plan Act (ARPA)
At a high level, what does the program fund?	Block grants to states; each state will get at least \$100 million. Eligible uses include: deploying infrastructure to areas that lack reliable wireline speeds of 100/20 and/or where service is unaffordable for a majority of residents; fostering adoption with low/no cost devices, free wi-fi, digital literacy training, and tech support; and building or improving community anchor institutions to enable public internet access. Deployment projects should: offer a low-cost option; accept ACP/Lifeline; deliver 100/100 where possible; and prioritize last mile connections. Treasury encourages use of public, nonprofit, and cooperative networks. No matching requirements.
Which organization determines which projects get funded?	Block grants to states from Treasury (or an administering agency selected by governor), territories, and tribes. Funds may be subgranted.
How much money is available in the program?	\$10,000,000,000
Is it allocated competitively nationwide, or is there a formula allocation to states or municipalities?	Formula Allocation
What kinds of organizations are eligible and/or preferred for funding?	Capital Projects Fund Recipients may award funds to Subrecipients, such as other levels or units of government (e.g., municipalities or counties), non-profits, or private entities. For example, for Broadband Infrastructure Projects, Subrecipients may include co-operatives, electric utilities, and other entities that build or operate broadband networks, including networks that are owned, operated by or affiliated with local governments. (Per Guidance For the Coronavirus CPF, <a href="https://home.treasury.gov/system/files/136/Capital-Projects-Fund-Guidance-States-Territories-and-Freely-Associated-States.pdf">https://home.treasury.gov/system/files/136/Capital-Projects-Fund-Guidance-States-Territories-and-Freely-Associated-States.pdf</a> )

<p>What is the timeframe in which we expect funding to become available, to the extent known, and are there any application deadlines that are already known?</p>	<p>For eligible Recipients: Request funding from Sep. 24 – Dec. 27, 2021 (Tribes Oct. 1 – June 1, 2022). Submit grant plan by Sept. 24, 2022. Funds must be expended by Dec. 31, 2026.</p>
<p>Will the funding be available in a single tranche or multiple tranches, and when?</p>	<p>After Treasury approves an applicant’s Grant Plan in whole or in part, Treasury will inform the Recipient of the schedule for payments to the Recipient for purposes of the approved portions of the plan. The amounts, timing, and conditions of such payments will be determined by Treasury in its sole discretion.</p>
<p>Are there any key performance metrics known?</p>	<p>The construction and deployment of broadband infrastructure projects (“Broadband Infrastructure Projects”) are eligible for funding under the Capital Projects Fund program if the infrastructure is designed to deliver, upon project completion, service that reliably meets or exceeds symmetrical download and upload speeds of 100 Mbps. If it would be impracticable, because of geography, topography, or excessive cost, for a Broadband Infrastructure Project to be designed to deliver services at such a speed, the Project must be designed so that it reliably meets or exceeds 100 Mbps download speeds and between 20 Mbps and 100 Mbps upload speeds and be scalable to a minimum of 100 Mbps symmetrical for download and upload speeds. Treasury encourages Recipients to focus on projects that will achieve last-mile connections.  <a href="https://home.treasury.gov/system/files/136/Capital-Projects-Fund-Guidance-States-Territories-and-Freely-Associated-States.pdf">https://home.treasury.gov/system/files/136/Capital-Projects-Fund-Guidance-States-Territories-and-Freely-Associated-States.pdf</a></p>
<p>Are any technologies favored (like fiber) or disfavored (like fixed wireless or satellite)?</p>	<p>Recipients are encouraged to prioritize investments in fiber-optic infrastructure where feasible, as such advanced technology better supports future needs.  <a href="https://home.treasury.gov/system/files/136/Cap">https://home.treasury.gov/system/files/136/Cap</a></p>

	<a href="#">ital-Projects-Fund-Guidance-States-Territories-and-Freely-Associated-States.pdf</a>
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**Table 35: Coronavirus State And Local Fiscal Recovery Fund (ARPA)**

Program name	Coronavirus State and Local Fiscal Recovery Fund (SLFRF)
Legislation creating or expanding the program	ARPA
At a high level, what does the program fund?	Block grants to state/county/city governments for general COVID-19 relief from Treasury, but recipients may use funds on broadband infrastructure, digital literacy training, and other programs that promote access to the internet. Projects should: prioritize areas with an identified need for additional broadband infrastructure investment; prioritize last mile connections; deliver speeds of 100/100 and use fiber technology wherever feasible; offer low-cost service options; and encourage public, nonprofit, and cooperative service providers. RDOF and other grant areas are eligible for funding.
Which organization determines which projects get funded?	Block grants to states, territories, tribes, metropolitan cities, and counties. Funds may be subgranted.
How much money is available in the program?	\$350,000,000,000
Is it allocated competitively nationwide, or is there a formula allocation to states or municipalities?	Formula Allocation
What kinds of organizations are eligible and/or preferred for funding?	States, territories, tribes, metropolitan cities, and counties. Funds may be subgranted.
What is the timeframe in which we expect funding to become available, to the extent known, and are there any application deadlines that are already known?	Treasury is accepting submissions. Eligible expenses should be incurred by Dec. 31, 2024. Projects should be completed by Dec. 31, 2026.
Will the funding be available in a single tranche or multiple tranches, and when?	Two Tranches: Local governments will receive funds in two tranches, with 50% provided beginning in May 2021 and the balance delivered approximately 12 months later. States that have experienced a net increase in the unemployment

	<p>rate of more than 2 percentage points from February 2020 to the latest available data as of the date of certification will receive their full allocation of funds in a single payment; other states will receive funds in two equal tranches. Governments of U.S. territories will receive a single payment. Tribal governments will receive two payments, with the first payment available in May and the second payment, based on employment data, to be delivered in June 2021. (<a href="https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds">https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds</a>)</p>
Are there any key performance metrics known?	<p>Confirm that the project is designed to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds. If the project is not designed to reliably meet or exceed symmetrical 100 Mbps download and upload speeds, explain why not, and confirm that the project is designed to, upon completion, meet or exceed 100 Mbps download speed and between at least 20 Mbps and 100 Mbps upload speed, and be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.</p>
Are any technologies favored (like fiber) or disfavored (like fixed wireless or satellite)?	<p>Use of fiber technology wherever feasible; focus on last mile connections, either directly or by ensuring middle-mile projects support new/improved last-mile service. (SLFRF Final Rule, p. 297)</p>

**Table 36: Emergency Connectivity Fund (ARPA)**

Program name	Emergency Connectivity Fund (ECF)
Legislation creating or expanding the program	ARPA
At a high level, what does the program fund?	Intended to support remote education. Eligible schools and libraries apply to be reimbursed for costs associated with providing devices, hotspots, and internet service (including service to student

	homes) between July 1, 2021 and June 30, 2022 (future funding rounds may expand this window). *Spending on infrastructure is allowed only where infrastructure not otherwise available.
Which organization determines which projects get funded?	FCC
How much money is available in the program?	\$7,170,000,000
Is it allocated competitively nationwide, or is there a formula allocation to states or municipalities?	Competitive grant
What kinds of organizations are eligible and/or preferred for funding?	Schools, libraries, consortia that qualify for E-Rate and/or the Libraries Services and Technology Act.
What is the timeframe in which we expect funding to become available, to the extent known, and are there any application deadlines that are already known?	The first two application windows have closed. A third window may be announced for the remaining approximately \$1 billion.
Will the funding be available in a single tranche or multiple tranches, and when?	Single tranche
Are there any key performance metrics known?	None
Are any technologies favored (like fiber) or disfavored (like fixed wireless or satellite)?	No

**Table 37: Homeowner Assistance Fund (ARPA)**

Program name	Homeowner Assistance Fund
Legislation creating or expanding the program	ARPA
At a high level, what does the program fund?	Intended to help mid and low-income homeowners who have experienced financial hardship after January 21, 2020. Each state receives a formula-determined allocation and may use it to help homeowners with eligible expenses. May be used to help homeowners pay for internet service.
Which organization determines which projects get funded?	States, territories, and Tribes

How much money is available in the program?	\$9,900,000,000
Is it allocated competitively nationwide, or is there a formula allocation to states or municipalities?	Formula Allocation
What kinds of organizations are eligible and/or preferred for funding?	Mid- and low-income homeowners who have experienced financial hardship after January 21, 2020
Will the funding be available in a single tranche or multiple tranches, and when?	Unknown
Are there any key performance metrics known?	N/A
Are any technologies favored (like fiber) or disfavored (like fixed wireless or satellite)?	N/A

**Table 38: Elementary & Secondary School Emergency Relief (ARPA)**

Program name	Elementary & Secondary School Emergency Relief (ESSER III)
Legislation creating or expanding the program	ARPA
At a high level, what does the program fund?	Intended to help educational agencies and school districts operate safely and address the impact of the pandemic. Funding distributed to state educational agencies (SEAs) via formula, and SEAs provide subgrants to local educational agencies (LEAs). Funds may be used on hardware, software, and connectivity for students.
Which organization determines which projects get funded?	State educational agencies (SEAs) and then subgrants to local educational agencies (LEAs).
How much money is available in the program?	\$122,700,000,000
Is it allocated competitively nationwide, or is there a formula allocation to states or municipalities?	Title I Formula
What kinds of organizations are eligible and/or preferred for funding?	State educational agencies (SEAs) and then subgrants to local educational agencies (LEAs).

Will the funding be available in a single tranche or multiple tranches, and when?	Single tranche
Are there any key performance metrics known?	N/A
Are any technologies favored (like fiber) or disfavored (like fixed wireless or satellite)?	N/A

**Table 39: Broadband Infrastructure Grant Program (CAA21)**

Program name	Broadband Infrastructure Grant Program
Legislation creating or expanding the program	Consolidated Appropriations Act 2021 (CAA21)
At a high level, what does the program fund?	Grants for broadband infrastructure in predominantly rural areas with less than 25/3 and in which no entity is receiving federal or state funding to build infrastructure.
Which organization determines which projects get funded?	NTIA
How much money is available in the program?	\$288,000,000
Is it allocated competitively nationwide, or is there a formula allocation to states or municipalities?	Competitive Grant
What kinds of organizations are eligible and/or preferred for funding?	Partnerships between governments and fixed broadband providers, including public, nonprofit, and cooperative providers
What is the timeframe in which we expect funding to become available, to the extent known, and are there any application deadlines that are already known?	Not currently accepting applications. Awards pending.
Will the funding be available in a single tranche or multiple tranches, and when?	Single tranche
Are there any key performance metrics known?	Minimum service not less than 25/3 Mbps; preference for projects providing at least 100/20 Mbps, but this 100/200 speed preference is lower priority than providing service to the greatest



	number of households in a rural area that are cost-effective. (Public Law 116-260, Dec. 27, 2020)
Are any technologies favored (like fiber) or disfavored (like fixed wireless or satellite)?	Technology neutral, but infrastructure must be fixed.

**Table 40: ReConnect Grant Program**

Program name	ReConnect Grant Program
Legislation creating or expanding the program	Consolidated Appropriations Acts of 2018 and 2020; Coronavirus Aid Relief, and Economic Security Act (CARES) extended funding.
At a high level, what does the program fund?	Eligible projects must serve areas that lack speeds of 100/20 and provide service of 100/100 to every location in its service area. Projects will be prioritized if they: target low-density and/or low-income rural areas that lack speeds of 25/3; offer low-cost service options; agree to strong labor standards; are submitted by a local or tribal government, nonprofit, or cooperative. ReConnect offers multiple types of awards, including 100% funded grants, 75% grants, loan/grant combinations, and loans. RDOF and other grant areas are eligible for funding.
Which organization determines which projects get funded?	USDA Rural Utilities Service
How much money is available in the program?	\$2,000,000,000
Is it allocated competitively nationwide, or is there a formula allocation to states or municipalities?	Competitive grant
What kinds of organizations are eligible and/or preferred for funding?	Private companies, cooperatives, nonprofits, state and local governments, tribes, territories
What is the timeframe in which we expect funding to become available, to the extent known, and are there any application deadlines that are already known?	Applications were accepted until March 2022.

Will the funding be available in a single tranche or multiple tranches, and when?	Single tranche
Are there any key performance metrics known?	To be eligible for ReConnect Program funding, an applicant must serve an area without broadband service at speeds of 100 megabits per second (Mbps) (download) and 20 Mbps (upload) and commit to building facilities capable of providing broadband service at speeds of 100 Mbps (download and upload) to every location in its proposed service area.
Are any technologies favored (like fiber) or disfavored (like fixed wireless or satellite)?	Technology neutral but see speed requirements above.

**Table 41: Good Jobs Challenge (ARPA)**

Program name	Good Jobs Challenge
Legislation creating or expanding the program	ARPA
At a high level, what does the program fund?	Grants for projects that bring together employers and workforce trainers to develop and implement programs that train workers in the digital skills that lead to good-paying jobs. EDA prioritizes projects that reach historically underserved populations.
Which organization determines which projects get funded?	Economic Development Authority (EDA)
How much money is available in the program?	\$500,000,000
Is it allocated competitively nationwide, or is there a formula allocation to states or municipalities?	Competitive Grant
What kinds of organizations are eligible and/or preferred for funding?	State, local, and tribal governments, nonprofits, and educational institutions.
What is the timeframe in which we expect funding to become available, to the extent known, and are there any application deadlines that are already known?	Applications were accepted until February 2022.

Will the funding be available in a single tranche or multiple tranches, and when?	Unknown
Are there any key performance metrics known?	N/A
Are any technologies favored (like fiber) or disfavored (like fixed wireless or satellite)?	N/A

**Table 42: Lifeline (FCC/USAC)**

Program name	Lifeline
Legislation creating or expanding the program	
At a high level, what does the program fund?	Monthly subsidy to help low-income consumers afford telephone and broadband bills. Provides \$5.25/mo for telephone or \$9.25 /mo for broadband (and up to \$34.25 for those living on Tribal lands). Only one benefit allowed per household. Program funded by the Universal Service Fund (USF).
Which organization determines which projects get funded?	ISP's through FCC. Consumers apply by contacting their ISP.
How much money is available in the program?	N/A
Is it allocated competitively nationwide, or is there a formula allocation to states or municipalities?	Consumer Subsidy
What kinds of organizations are eligible and/or preferred for funding?	Consumers and Participating ISP's
What is the timeframe in which we expect funding to become available, to the extent known, and are there any application deadlines that are already known?	Ongoing
Will the funding be available in a single tranche or multiple tranches, and when?	N/A
Are there any key performance metrics known?	N/A
Are any technologies favored (like fiber) or disfavored (like fixed wireless or satellite)?	N/A

## Glossary

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**5G:** In telecommunications, 5G is the fifth-generation technology standard for broadband cellular networks, which cellular phone companies began deploying in 2019. Hardware based on the 5G standard can also be used for fixed wireless networks.

**Access:** Broadband access is the ability of individuals or organizations to connect to the high-speed broadband network using a computer or other digital device. Access requires available network service connectivity at a specific location with the required speed. Access requires that the potential subscriber has availability.

**Access Point (AP):** The term Access Point generally refers to a wireless access point mounted to a vertical asset such as a communications tower or rooftop and provides wireless service (mobile or fixed) to multiple end users.

**ACP (Affordability Connectivity Program):** The Affordable Connectivity Program (ACP) provides eligible households with a discount on broadband service and connected devices.

**ADSL (Asymmetrical Digital Subscriber Line):** A form of Internet service communications technology that uses existing telephone wires and delivers constantly accessible data transmissions over copper telephone lines. ADSL is a common brand of DSL and has download speeds between 2 and 6 Mbps and upload speeds reaching 512 Kbps.

**Availability:** Broadband availability is the presence of a high-speed broadband network within the potential subscriber's location. Availability does not require subscriber adoption.

**Artificial Intelligence (AI):** Artificial intelligence is the intelligence of machines or software, as opposed to the intelligence of humans or animals.

**Asymmetrical:** Upload and download speeds of retail internet access services often differ with the download speed being far greater than the upload speed. The term asymmetrical refers to this difference between these two speed measurements.

**Backbone:** A major high-speed transmission line that strategically links smaller high-speed Internet networks across the globe.

**Backhaul:** The portion of a broadband network in which the local access or end user point is linked to the main Internet network.

**Bandwidth:** The capability of telecommunications and Internet networks to transmit data and signals.

**Bit:** The smallest unit of digital information

**Byte:** Equal to 8 bits

**Bps:** Bits per second

**Kbps:** Kilobits per second (1000 bits per second)

**Mbps:** Megabits per second (1 million bits per second)

**Gbps:** Gigabits per second (1 billion bits per second)

**Tbps:** Terabits per second (1 trillion bits per second)

**Bond:** A fixed-income security in which a borrower borrows money from an investor for a specified period of time at a fixed or variable interest rate.

**Broadband:** The term broadband commonly refers to high-speed Internet access that is always on and faster than traditional dial-up access. Broadband includes several high-speed transmission technologies, such as fiber, wireless, satellite, digital

subscriber line, and cable. For the Federal Communications Commission (FCC), broadband capability requires consumers to have access to actual download speeds of at least 25 Mbps and actual upload speeds of at least 3 Mbps.

**Broadband Adoption:** The use of broadband in places where it is available, measured as the percentage of households that use broadband in such areas. [Link to Digital Inclusion definition.](#)

**Burstable:** Authorizes a connection to exceed its specified speed, normally up to a set maximum capacity for a period of time.

**Citizens Broadband Radio (CBRS):** CBRS is a 150 MHz broadcast band of the 3.5GHz band in the US. In January 2020, the FCC authorized full use of the CBRS and for wireless service providers. Under the new rules, wireless carriers using CBRS may deploy 5G mobile networks without having to acquire spectrum licenses.

**Central Office:** A telecommunication company's building where consumers' phone lines are attached to equipment that connects a consumer to other consumers in that central office or other central offices across the globe.

**Competitive Local Exchange Carrier (CLEC):** A CLEC (Competitive Local Exchange Carrier) is a local voice service carrier that establishes local network interconnection with ILECs (Incumbent Local Exchange Carriers) and/or other LECs to enable local exchange telecommunications services.

**Community Anchor Institutions:** Schools, libraries, medical and healthcare providers, public safety entities, institutes of higher education and other community support organizations that provide outreach, access, equipment and support services to facilitate greater use of broadband service by the entire population and local governments.

**Dark Fiber:** Fiber that is in place but not being used for broadband services. ("non-lit" fiber, also see "Lit Fiber").

**Digital Divide:** The gap between those of a populace that have access to the Internet and other communications technologies and those that have limited or no access.

**Digital Equity:** Recognizes that digital access and skills are now required for full participation in many aspects of society and the economy. Digital Equity links Digital Inclusion to social justice and highlights that a lack of access and/or skills can further isolate individuals and communities from a broad range of opportunities.

**Digital Inclusion:** Implies that individuals and communities have access to robust broadband connections; Internet enabled devices that meet their needs; and the skills to explore, create and collaborate in the digital world.

**Digital Literacy:** The ability to leverage current technologies, such as smartphones and laptops, and Internet access to perform research, create content, and interact with the world.

**Digital Skills:** Any skills related to operating digital devices or taking advantage of digital resources.

**Data Over Cable System Interface Specification (DOCSIS):** The international telecommunications standard for cable signaling data and spectrum sharing.

**Digital Subscriber Line (DSL):** A form of technology that utilizes a two-wire copper telephone line to allow users to simultaneously connect to and operate the Internet and the telephone network without disrupting either connection.

**Digital Subscriber Line Access Multiplexer (DSLAM):** A DSLAM is the piece of hardware used by internet service providers to provide DSL service to multiple end users. The farther an end user is from the DSLAM the weaker the signal strength will be at their location and the slower the internet access speeds will be.

**Fiber (Also referred to as Fiber Strand):** A flexible hair-thin glass or plastic strand that is capable of transmitting large amounts of data at high transfer rates as pulses or waves of light.

**Fiber to the Home or Fiber to the Premise (FTTH or FTTP):** The delivery and connection of fiber optics directly to a home or building.

**Fixed Wireless Broadband Access:** The use of wireless devices/systems in connecting two fixed locations, such as offices or homes. The connections occur through the air, rather than through fiber, resulting in a less expensive alternative to a fiber connection.

**Gigabit Passive Optical Network (GPON):** A gigabit passive optical network (GPON) is a fiber optic telecommunications technology for delivering broadband network access to end user customers. Its architecture is a point-to-multipoint design in which a dedicated optical fiber unit in the central office serves multiple endpoints at the customer premise.

**Grant:** A legal instrument reflecting a relationship between a government agency and a recipient. The main purpose of the relationship is to dispense money or resources in order to accomplish a public purpose. No substantial involvement is anticipated by the government agency during the recipient's completion of the activity.

**Internet Service Provider (ISP):** A company that provides users (individuals or businesses) with access (a connection) to the Internet and related services.

**Interconnection:** The linking of numerous telecommunications networks to exchange user traffic.

**Jitter:** The deviation of a periodic signal, or the variation in time delay between when a signal is transmitted and when it's received over a network connection.

**Last Mile:** The technology and process of connecting the end customer's home or business to the local network provider.

**Latency:** Refers to the delay that happens between when a user takes an action on a network or web application and when they get a response. Another latency definition is the total time, or "round trip" needed for a packet of data to travel.

**Lit Fiber:** An active fiber optic cable capable of transmitting data.

**Local Area Network (LAN):** A group of network devices that are on a high-speed connection and typically within the same building or location.

**Long Haul Fiber:** Fiber cable that traverses great distances such as transcontinental and undersea cables.

**Long Term Evolution (LTE):** A 4G wireless broadband technology that provides speeds up to 100 Mbps download and 30 Mbps upload.

**Make-Ready:** The process of preparing a utility pole for a new cable (including fiber optic) attachment. Typically involves making a request to the pole owner and paying for any work required to ensure the new attachment meets all engineering and safety requirements.

**Microtrenching:** The process of digging a small trench, about one to two inches wide and as deep as two feet, often in existing road pavement, with a specialized machine for the purpose of installing conduits for fiber optic cables. Microtrenching is faster, cheaper, and less disruptive than traditional underground utility construction which involves saw-cutting the top layer of pavement, jack-hammering the material, and excavating down to the desired depth, often about thirty to thirty-six inches.

**Middle Mile:** The connection between a local network, also called a "last mile" connection, and the backbone Internet network.

**Network Infrastructure:** The hardware and software components of a network that provide network connectivity and allow the network to function.

**Open Access Network (OAN):** Networks that offer wholesale access to network infrastructure or services provided on fair and reasonable terms with some degree of transparency and nondiscrimination. Last mile open access networks have multiple retail ISPs in competition with one another using the same network.

**Overbuild:** Overbuild is a term used to describe building something on top of something else, which in some cases is deemed not necessary or overly elaborate and/or expensive.

**Point of Presence (POP):** The particular place or facility where local Internet service providers connect to other networks. Distance from the Point of Presence can affect service availability and pricing.

**Point to Multipoint:** A common network architecture for outdoor wireless networks to connect multiple locations to one single central location.

**Rate of Return Telephone Company:** Rate of return regulation is a form of price setting regulation where governments determine the fair price which is allowed to be charged by a monopoly. It is meant to protect customers from being charged higher prices due to the monopoly's power while still allowing the monopoly to cover its costs and earn a fair return for its owners.

**Rights-of-Way (ROW):** ROW are legal rights to pass through property owned by another. ROW are frequently used to secure access to land for digging trenches, deploying fiber, constructing towers and deploying equipment on existing towers and utility poles.

**Service Area:** The entire area within which a service provider either offers or intends to offer broadband service.

**Small Cell:** low-powered cellular radio access nodes that operate in licensed and unlicensed spectrum that have a range of 10 meters to a few kilometers. They are "small" compared to a mobile macrocell, partly because they have a shorter range and partly because they typically handle fewer concurrent calls or sessions. As wireless carriers seek to 'densify' existing wireless networks to provide for the data capacity demands of "5G"; small cells are currently viewed as a solution to allow re-using the same frequencies and as an important method of increasing cellular network capacity, quality and resilience with a growing focus using LTE Advanced.

**Subscriber Module (SM):** Refers to the customer premise equipment located at end users' premises to receive service from a fixed wireless network.

**Switch Port:** The physical opening where a cable (fiber or copper) connects to a piece of networking equipment such as a switch or a router. Switch ports are most commonly Ethernet ports. For copper cables this can be an RJ45 Ethernet port and for fiber cables this can be a SFP Ethernet port.

**Symmetrical:** Upload and download speeds of retail internet access services often differ with the download speed being far greater than the upload speed. More modern technology such as FTTP allows for both the download and upload speeds to be equal. The term symmetrical refers to when these two speed measurements are equal.

**Symmetrical DSL (SDSL):** A technology that permits the transfer of data over copper telephone lines. The transmission bandwidth for uploads and downloads is equal.

**Telemedicine:** The use of high-speed, high-capacity Internet to support long-distance healthcare services, patient and provider education and enhanced healthcare administration.

**Tier 1 Internet Network:** A network of Internet providers that form a superhighway that allows users access to every other network on the Internet.

**Underserved:** Locations or areas that have internet service at speeds higher than those that are defined as unserved, but lower than the State or Federal definition of broadband. The current definition for broadband is wireline service of <25Mbps/3Mbps.

**Unserved:** Locations and areas that lack internet service at the State or Federal definition of broadband. The current definition for broadband is wireline service of <25Mbps/3Mbps.

**Voice over Internet Protocol (VoIP):** A technology that allows users to send and receive voice calls using an Internet connection instead of a phone line.

**Wireless Fidelity (WiFi):** A technology that uses radio transmissions to enable electronic devices to connect to a wireless local area network (LAN).

**Wireless Internet Service Provider (WISP):** An ISP that provides service through a wireless network.



## County Feedback Response

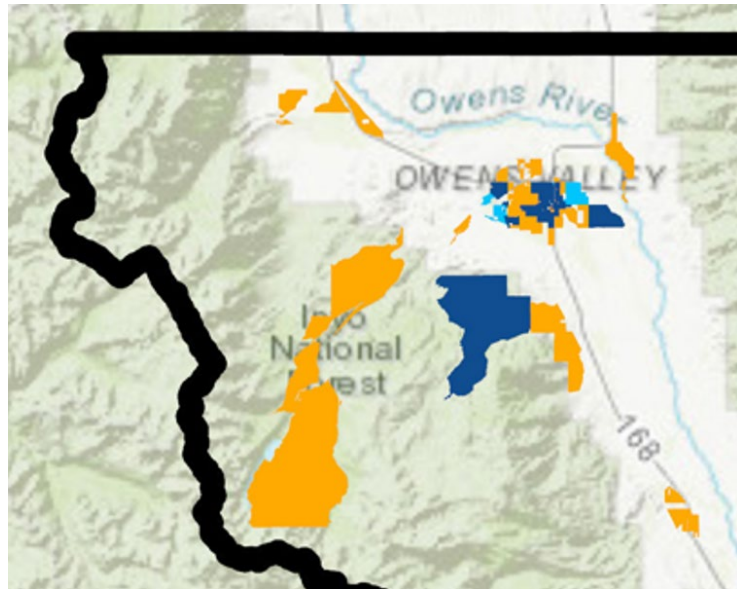
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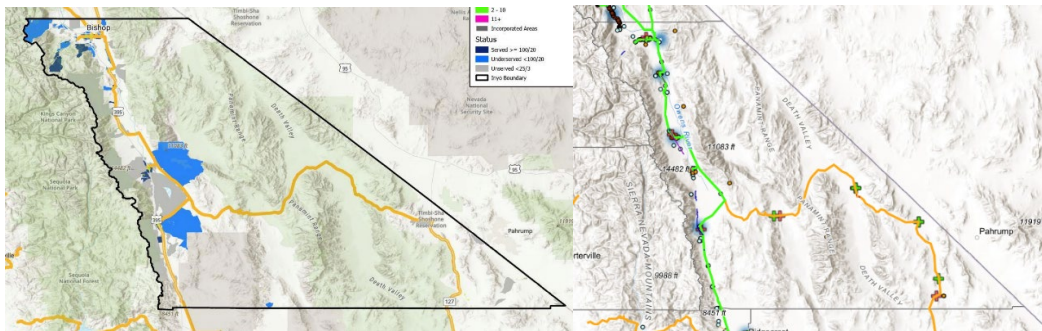
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# TILSON

## Address

- 16 Middle St. 4<sup>th</sup> Floor  
Portland, ME 04101

## Phone

- +1 (207) 735-7198

## Contact

- **Bill Trimble**  
*Feasibility Manager*  
[wtrimble@tilsontech.com](mailto:wtrimble@tilsontech.com)

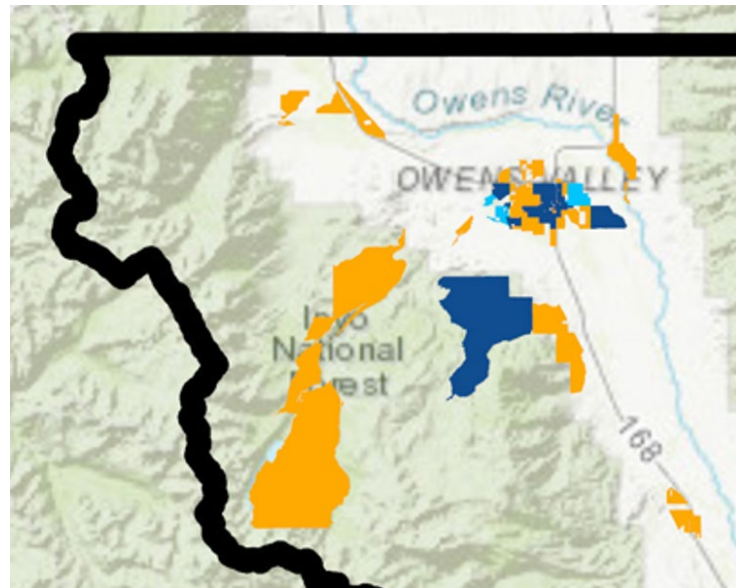
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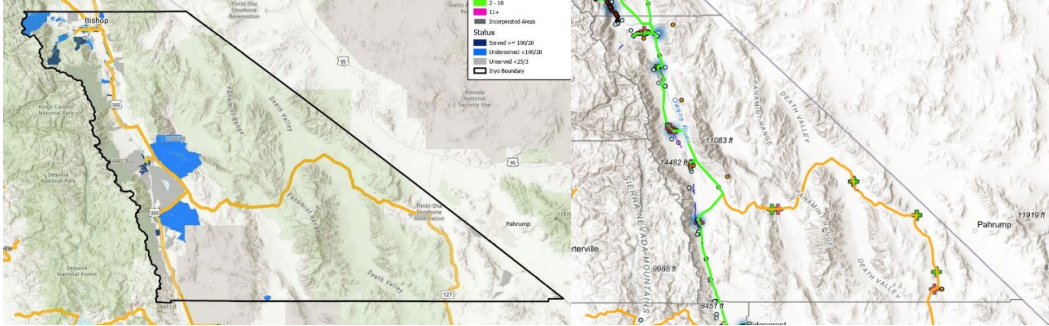


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# Inyo County Broadband Feasibility Study Summary

February 20, 2024



# Overview

- Broadband Feasibility Study Review
- Suggested Reading Order
- Highlights
- Acronyms for Reference



# Feasibility Study Review

- Not a Strategic Plan
- Can Still Function as Inyo County's Strategic Plan
- Comprehensive Broadband Reference Information
- Sound Recommendations



# Suggested Reading Order: Key

- Section 1: Executive Summary
  - Pages 8-18
- Section 10: Recommendations
  - Pages 192-207
- Section 7: Permitting, Coordination, Policies
  - Pages 128-139





# Suggested Reading Order: FYI

- Section 6: Broadband Funding
- Section 5: Broadband Infrastructure Assets
- Section 4: Current Broadband Market and Expansion Strategies
- Section 3: Needs Assessment
- Section 2: Broadband Benefits and Challenges
- Section 9: Smart Communities
- Section 8: Adoption
- Section 11: Appendices



# Highlights

- Grant Speeds to Deliver: 100Mbps/20Mbps Reliable
- Grant-Eligible Speeds: <25Mbps/3Mbps Reliable (wired)
- Unique Grant Program Requirements, Maps & Data
- Limited Broadband Expansion Market
- Policies, Permitting, Partnerships, Broadband Coordinator
- Project Prioritization (by Grant Program)



# Acronyms for Reference

- ACP – Affordable Connectivity Program
- BEAD – Broadband Equity, Access, and Deployment Program
- CPUC – California Public Utilities Commission
- FFA – CPUC Federal Funding Account
- GSFA – Golden State Finance Authority (Joint Powers Agreement)
- Mbps – Megabits per second
- RCRC – Rural County Representatives of California





# INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

February 20, 2024

Reference ID:  
2024-50

### Personal Services Contract - Assistant County Clerk-Recorder

#### County Administrator - Personnel

ACTION REQUIRED

#### ITEM SUBMITTED BY

Keri Oney, Assistant Personnel Director

#### ITEM PRESENTED BY

Keri Oney, Assistant Personnel Director

#### RECOMMENDED ACTION:

- A) Approve the contract between the County of Inyo and Caroline Nott for the provision of personal services as the Assistant County Clerk-Recorder at Range 84, Step C, \$8,332 per month effective February 29, 2024, and authorize the Chairperson to sign;
- B) Approve the Job Description for the Assistant County Clerk-Recorder; and
- C) Direct staff to update the publicly available pay schedule accordingly.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

The Assistant County Clerk-Recorder became vacant as a result of the retirement of the prior employee. With the resulting vacancy, the Department reviewed and made minor updates to the job description to meet the needs of the department and be consistent with professional standards.

After a recruitment process, Caroline Nott emerged as the top candidate, with whom we are requesting to enter into contract.

#### FISCAL IMPACT:

<b>Funding Source</b>	General Fund	<b>Budget Unit</b>	010300 011000
<b>Budgeted?</b>	Yes	<b>Object Code</b>	Salaries & Benefits
<b>Recurrence</b>	Ongoing Expenditure		
<b>Current Fiscal Year Impact</b>			
This position is budgeted and funding is available in the FY 2023/2024 Budget.			
<b>Future Fiscal Year Impacts</b>			
<b>Additional Information</b>			

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

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

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

1. Assistant Clerk Recorder Job Description
2. 2.2024 - Assistant Clerk Recorder - Caroline Nott - Signed

**APPROVALS:**

Keri Oney	Created/Initiated - 1/22/2024
Danielle Sexton	Approved - 1/22/2024
Darcy Ellis	Approved - 1/24/2024
Keri Oney	Approved - 2/14/2024
John Vallejo	Approved - 2/14/2024
Amy Shepherd	Approved - 2/14/2024
Nate Greenberg	Final Approval - 2/14/2024



## **ASSISTANT COUNTY CLERK-RECORDER**

### **DEFINITION:**

Under direction of the County Clerk-Recorder, assists in the management of the department; performs complex and responsible duties; assists in developing and implementing policy and procedures of the Clerk, Recorder and Elections divisions; may act for the County Clerk-Recorder during absences; and performs related duties as required.

### **ESSENTIAL JOB DUTIES:**

#### *Administrative & Fiscal Duties:*

- Plans and organizes the directives of the Clerk-Recorder & Elections departments.
- Assigns, trains, supervises, and evaluates the work and functions of assigned staff.
- Performs complex business and financial duties.
- Reviews and prepares reports, statistical analysis, journal entries, processes, and projections.
- Monitors, researches, and analyzes federal, state, and local laws for compliance in procedure, implementation, and training of staff.
- Prepares materials for grants, contracts, ordinances, and resolutions for implementation of programs and projects.
- Recommends and implements systems, work procedures and controls, and staffing schedules.
- Responds to requests, questionnaires, and surveys for information from federal, state, and local agencies and the public.
- Performs accounting responsibilities including monitoring budget controls, initiating and managing grants, contracts and special projects.
- Organizes records within the office and manages records retention of all documents.
- Builds and maintains positive working relationships with co-workers, County management and staff, special interest groups, and the general public utilizing principles of effective customer service.
- Assumes administration of the office in the absence of the County Clerk-Recorder.
- Performs a variety of special assignments within the department.
- Performs other related duties as assigned.

Elections Department Duties:

- Manages data in various election software programs.
- Performs data extraction and analysis of election information; recruits, trains, supervises, election workers.
- Maintains, relocates and organizes goods and equipment including those located at off-site locations throughout the County.
- Updates, creates, and retains election materials as needed, including local, state, and federal candidate materials, digital files, hard copies, website materials, social media, and Press Releases.
- Track expenses and prepares invoices for elections services and reimbursements; maintains records for local, state, and federal office contests, education/school and special districts, and assist with all contests and candidates before, during and after each election.
- Files and maintains disclosure statements and FPPC regulation forms for all agencies overseen by department.
- Performs other related duties as assigned.

Clerk-Recorder Department Duties:

- Compiles data for various State and Federal reporting requirements.
- Monitors, reconciles, and disperses funds from trust accounts.
- Audits fees and taxes collected by department and the distribution of funds based on statutory codes.
- Prepares records for archived storage.
- Performs customer service to the public.
- On occasion performs backup duties to the assignments of other office staff in the department.
- Performs other related duties as assigned.

**MINIMUM QUALIFICATIONS:**

Education/Experience:

Equivalent to graduation from a four-year college or university with major coursework in business, administration, management, accounting, or closely related field with knowledge and understanding of governmental administration being highly desirable.

OR

Five years of experience performing a broad range of professional analytical and/or administrative duties in the areas of general administration, fiscal, or program analysis work.

Supervisory experience working in a governmental agency is preferred.



## **KNOWLEDGE, SKILLS, AND ABILITIES:**

### *Knowledge of:*

- Principles and practices of business administration, budget preparation and control, program management, and team leadership.
- Governmental functions and organization.
- Accounting functions.
- Purpose and functions of a County Clerk, Recorder and Elections departments, including the Federal, State, and local laws governing the official duties of each department within the Office.

### *Ability to:*

- Implement strong organizational and time management skills to cover multiple simultaneous projects.
- Perform detailed analysis and administrative work involving the use of independent judgment and personal initiative.
- Create and maintain spreadsheets with complex formulas and features.
- Understand, interpret, research, and apply laws rules, and regulations.
- Plan, assign, monitor, and supervise the work of others.
- Produce documentation using various departmental programs.
- Establish and maintain cooperative working relationships with community groups, co-workers and the general public.

### *Physical Abilities:*

Work is performed in an office environment; continuous contact with other staff; Must have ability to sit for prolonged periods of time and enter data into computer; stand, walk, twist, and lift and carry 50 pounds; reach above shoulder level for heavy books and retrieve from shelves; climb and descend stairs and ladders; operate various office machines including, but not limited to, ten-key calculators, computers, typewriters, phones, election equipment, and scanners; You will be required to drive a motor vehicle any time of day/evening in the course of employment and must possess a valid operator's license issued by the State Department of Motor Vehicles; must be willing and available to travel to and attend educational seminars; must be willing and available to work overtime, nights, and/or weekends as needed; your position may be required to serve as a Disaster Service Worker during a County emergency.

### *Special Requirements:*

Must be a registered voter in California.

**AGREEMENT BETWEEN COUNTY OF INYO  
AND CAROLINE NOTT  
FOR THE PROVISION OF PERSONAL SERVICES  
AS ASSISTANT CLERK RECORDER**

**INTRODUCTION**

WHEREAS, CAROLINE NOTT (hereinafter referred to as "Assistant Clerk Recorder") has been or will be duly appointed as an Assistant Clerk Recorder for Inyo County; and

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

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

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

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

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

**2. ADMINISTRATION OF CONTRACT.**

Assistant Clerk Recorder will report directly to and shall work under the direction of the Clerk Recorder. As the County's Personnel Director, the County Administrative Officer will administer this contract and exercise its provisions in consultation with the Clerk Recorder.

**3. TERM.**

The term of this Agreement shall be from February 29, 2024 until terminated as provided below.

**4. CONSIDERATION.**

A. Compensation. County shall pay Assistant Clerk Recorder 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 Assistant Clerk Recorder.

B. Travel and Per Diem. County shall reimburse Assistant Clerk Recorder for the travel expenses and per diem which Assistant Clerk Recorder incurs in providing services and work under this Agreement. 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 Assistant Clerk Recorder for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Assistant Clerk Recorder without the proper approval of the County.

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

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

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

## **5. WORK SCHEDULE.**

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

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

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

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

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

## **8. COUNTY PROPERTY.**

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

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

**9. WORKERS' COMPENSATION.**

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

**10. DEFENSE AND INDEMNIFICATION.**

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

**11. TERMINATION AND DISCIPLINE.**

Assistant Clerk Recorder's services under this Agreement may be terminated by County without cause, and at will, for any reason by giving to Assistant Clerk Recorder ninety (90) days written notice of such intent to terminate. Assistant Clerk Recorder may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate to County.

**12. ASSIGNMENT.**

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

**13. NONDISCRIMINATION.**

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

**14. CONFIDENTIALITY.**

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

**15. CONFLICTS.**

Assistant Clerk Recorder agrees that Assistant Clerk Recorder 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. Assistant Clerk Recorder agrees to complete and file appropriate conflict of interest statements.

**16. POST AGREEMENT COVENANT.**

Assistant Clerk Recorder 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, Assistant Clerk Recorder 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, Assistant Clerk Recorder by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

**17. AMENDMENT.**

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

**18. NOTICE.**

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

<b>County of Inyo</b>	
<u>County Administrator</u>	Department
<u>P.O. Drawer N</u>	Mailing Address
<u>Independence, CA 93526</u>	City and State

<b>Assistant Clerk Recorder</b>	
<u>Caroline Nott</u>	Name
<u>85 Schober Lane #22</u>	Street
<u>Bishop, CA 93514</u>	City and State

**29. ENTIRE AGREEMENT.**

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

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**AGREEMENT BETWEEN COUNTY OF INYO  
AND CAROLINE NOTT  
FOR THE PROVISION OF PERSONAL SERVICES  
AS ASSISTANT CLERK RECORDER**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
20th DAY OF February, 2024.

**COUNTY OF INYO**

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

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

**ASSISTANT CLERK RECORDER**

By: Caroline Nott  
Print or Type Name

[Signature]  
Signature

Dated: 2/14/24

APPROVED AS TO FORM AND  
LEGALITY:

[Signature]  
County Counsel

APPROVED AS TO ACCOUNTING  
FORM:

Christie Martindale  
County Auditor

APPROVED AS TO PERSONNEL  
REQUIREMENTS:

K Ony  
Personnel Services

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND CAROLINE NOTT  
FOR THE PROVISION OF PERSONAL SERVICES  
AS ASSISTANT CLERK RECORDER**

**TERM:**

**FROM: FEBRUARY 29, 2024**

**TO: TERMINATION**

**SCOPE OF WORK:**

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

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND CAROLINE NOTT  
FOR THE PROVISION OF PERSONAL SERVICES  
AS ASSISTANT CLERK RECORDER**

**TERM:**

**FROM: FEBRUARY 29, 2024**

**TO: TERMINATION**

**SCHEDULE OF FEES:**

1. After commencing employment, Assistant Clerk Recorder shall be compensated at Range 84 Step C and be paid \$8,332 per month and shall be paid every two weeks on County paydays and be eligible for Merit Advancement as outlined in the Personnel Rules and Regulations.
2. The Clerk Recorder will review Assistant Clerk Recorder's performance annually.
3. To the extent not inconsistent with any other provision of this contract, the terms and conditions of Assistant Clerk Recorder's employment shall also be covered by the County's Personnel Rules and Regulations and by the County's Memorandum of Understanding with the Elected Officials Assistants Association (which represents Assistant Clerk Recorder's position).
4. Assistant Clerk Recorder is entitled to eighty (80) paid administrative hours off every fiscal year. The administrative leave hours shall not accumulate and will be lost if not utilized during the fiscal year. The administrative leave shall have no cash value.
5. County will provide a \$750.00 per month vehicle allowance.
6. County will reimburse employee up to a maximum of \$500 per calendar year for gym equipment or gym fitness memberships (i.e. Yoga, i Fit, etc.). Employee seeking a reimbursement shall first pay the cost up-front and obtain proof of payment in order to submit a request for reimbursement to the County. This program is voluntary, and employees will participate on their own time without compensation from the County. This will be paid on calendar year January – December.
7. The provisions of this Attachment B shall prevail over any contrary provision in any applicable County personnel policy or rule.



**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND CAROLINE NOTT  
FOR THE PROVISION OF PERSONAL SERVICES  
AS ASSISTANT CLERK RECORDER**

**TERM:**

**FROM: FEBRUARY 29, 2024**

**TO: TERMINATION**

**SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:**

1. Subject to Paragraph 2 below, County will reimburse Assistant Clerk Recorder for travel and per diem expenses in the same amount and to the same extent as County reimburses its permanent status merit system employees.
2. Assistant Clerk Recorder will not be reimbursed for intra-county travel by private automobile to destinations less than seventy-five (75) miles from Independence, California.

**\\\\\\ NOTHING FOLLOWS\\\\\\**



# INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

February 20, 2024

Reference ID:  
2024-55

### Appeal 2023-04/Steve Schuster - Appeal of November 15, 2023 Planning Commission Decision Regarding Short Term Rental Permit 2021-06/Collins

#### County Counsel

ACTION REQUIRED

#### ITEM SUBMITTED BY

Cathreen Richards, Planning Director

#### ITEM PRESENTED BY

Grace Chuchla, Deputy County Counsel

#### RECOMMENDED ACTION:

- A) Conduct a public hearing regarding Appeal 2023-04/Steve Schuster - Appeal of November 15, 2023 Planning Commission decision regarding Short Term Rental Permit 2021-06/Collins; and
- B) uphold the November 17, 2023 Planning Commission Order After Hearing and deny Mr. Schuster's request to reinstate Hosted Short Term Rental Permit No. 2021-06/Collins.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

##### EXECUTIVE SUMMARY

Annelise Collins, the former owner of 500 Alabama Drive, repeatedly violated the terms of the hosted short-term rental permit associated with the property by failing to be present on the property when guests were present. Ms. Collins admitted to the violations, and the County initiated a violation proceeding pursuant to Inyo County Code Chapter 18.73. While revocation proceedings were pending, Steve Schuster and Marcia Binnendyk purchased the property. Mr. Schuster is now contesting the revocation of the permit on the grounds that it is unfair to punish him for Ms. Collins' actions. However, a change in ownership of a property does not reset or cure violations of permit conditions that run with the land. Since the short-term rental permit at issue runs with the land, changing ownership of the property permit is not a basis upon which the County will modify a warranted code violation action for repeated permit violations and staff recommends your Board deny the appeal.

##### FACTUAL SUMMARY

In mid-August 2023, the Planning Department received credible evidence that Annelise Collins, the then-owner of 500 Alabama Drive in Lone Pine, CA ("the Property"), was operating a short-term rental on the Property in violation of Permit HSTR 2021-06/Collins ("the Permit"). Specifically, the Permit was a hosted short-term rental ("STR") permit, which requires that an owner or a designated representative of the Property be on site whenever STR guests are present. Cheryl Howerton, who lives next door to the Property, provided ample evidence to the Planning Department that no owner was present on the Property on multiple occasions when STR guests were present. Planning staff also personally interacted with guests who confirmed that they were short-term renters and that no owner was present on the

Property during their stay. Further details regarding the Planning Department's investigation and the evidence provided by Ms. Howerton are contained in **Exhibit A, pages 1-28**.

Pursuant to Inyo County Code ("ICC") section 18.73.070(B)(1), the Planning Department began enforcement proceedings by sending Ms. Collins a letter on August 24, 2023 that outlined the Planning Department's investigation and evidence, informed of her of right to submit rebuttal evidence, and set a hearing for September 21, 2023 (see **Exhibit A, pages 1-28**).

During its investigation, the Planning Department became aware that Ms. Collins was in escrow to sell the Property and that the buyer was represented by Jennifer Castaneda of Blue Sky Realty. Therefore, the Planning Department also sent the August 24 letter to Ms. Castaneda to ensure that the buyer was fully informed of the alleged violations and pending revocation proceedings (see **Exhibit A, page 4**).

Prior to the September 21 hearing, the Planning Department received written responses to the August 24 letter from multiple parties:

- Ms. Collins emailed the Planning Department on August 30, 2023 stating that "We will not be contesting or rebutting that we have been in violation of the terms [of the Permit] in the past" (see **Exhibit A, page 29**).
- Steve Schuster, the buyer of the Property and current owner of the Property, provided a written rebuttal to the Planning Department on September 19, 2023 (see **Exhibit A, pages 33-43**). In relevant part, Mr. Schuster's rebuttal stated:
  - He has been a "buy and hold" real estate investor for the past 20+ years.
  - Ms. Collins, as the seller of the property, did not disclose the pending revocation proceedings on the real estate disclosure forms. Nevertheless, Mr. Schuster found out from Ms. Castaneda about the revocation proceedings on August 15.
  - Mr. Schuster considered backing out of the purchase but decided not to. In order to protect his interests given the pending revocation proceedings, Mr. Schuster negotiated "a significant price adjustment."
- Escrow closed on September 5 after Ms. Collins agreed to a price reduction.
- Mr. Schuster opines it is unfair to hold him responsible for Ms. Collins' history of permit violations.
- Ms. Castaneda emailed the Planning Department on September 19, 2023 stating that "it is indisputable that Annelise Collins, the previous owner, violated her permit, a fact that she admits" (see **Exhibit A, page 44**). Ms. Castaneda also stated that she believes that it is unfair that Mr. Schuster should be held responsible for Ms. Collins' history of permit violations.

The following individuals attended the September 21 hearing: Cathreen Richards (as hearing officer), Ms. Collins, Ms. Castaneda, Mr. Schuster, Ryan Smith Standridge (Associate Planner), and Grace Weitz (Deputy County Counsel). Mr. Schuster, Ms. Castaneda, and Ms. Collins all provided testimony under oath at this hearing. Ms. Collins again admitted to violating the terms of the Permit. All three witnesses argued that it would be unfair to revoke the Permit from Mr. Schuster given that Ms. Collins was the one who violated the Permit, but at no time did these individuals address the fact that short-term rental permits run with the land, and therefore, new owners may suffer the consequences of a previous owner's violation of the permit.

Following a consideration of all parties' arguments and evidence, Director Richards, in her capacity as the Hearing Officer, issued a written decision revoking the Permit (see **Exhibit B**). In Ms. Richards' decision, she found 1) that it was undisputed that Ms. Collins violated the terms of the Permit; 2) that Mr. Schuster's argument that he was "trapped" and forced to buy the Property was unpersuasive; and 3) that Mr. Schuster was properly held responsible for Ms. Collins' actions given that the Permit runs with the land.

Per Inyo County Code section 18.81, Mr. Schuster timely appealed this decision to the Inyo County Planning Commission on October 16, 2023. On November 15, 2023, a hearing was held before the Planning Commission on Mr. Schuster's appeal. Prior to that hearing, the County and Mr. Schuster both

signed a Joint Statement of Undisputed Material Facts (see **Exhibit C**). Via the Joint Statement, both parties agreed that the following facts were true:

1. Ms. Collins repeatedly violated the Permit by allowing un-hosted STR guests to occupy the Property.
2. Mr. Schuster learned that the Planning Department was investigating Ms. Collins for a violation of the Permit on August 15 and did not close escrow until September 5.
3. Due to the pending revocation proceedings and uncertainty surrounding the permit, Mr. Schuster received a discount on the purchase price.

During the Planning Commission hearing, Mr. Schuster reiterated his prior arguments that revoking the Permit based on Ms. Collins' actions would be unfair. The Planning Department presented legal arguments, which are further laid out below, that because STR permits run with the land in Inyo County, it is correct to hold Mr. Schuster accountable for Ms. Collins' actions. The Planning Department further argued that, because Mr. Schuster knew of the revocation proceedings, received a discount on the Property price, and chose to close escrow anyway, the equities do not support reversing Director Richards' decision.

Following questions and deliberation, the Planning Commission voted 4-1 to uphold Director Richards' September 23 Decision revoking the Permit (see **Exhibit D**). Mr. Schuster timely appealed that decision to the Board of Supervisors.

## **ENFORCEMENT / PLANNING STAFF LEGAL ANALYSIS**

Land use permits are permits that permit a property owner to utilize his or her land in a way that is outside the bounds of what is allowed by the local zoning ordinance. In Inyo County, short-term rental permits are land use permits because the short-term rental of residential property is prohibited in every zoning district in the county unless the owner has obtained a short-term rental permit in conformance with Inyo County Code Chapter 18.73.

It has been well established by multiple judicial decisions that, in California, land use permits run with the land, unless the terms of the land use permit provides expressly otherwise. See, e.g., *County of Imperial v. McDougal*, 19 Cal.3d 505, 511 (1977); *Anza Parking Corp. v. City of Burlingame*, 195 Cal.App.3d 855, 859 (1987). "Running with the land" means that, if the property for which the permit has been issued is sold to a new owner, the new owner may continue to enjoy the privileges granted by the permit without having to reapply for the permit under the new owner's name. *McDougal*, 19 Cal.3d at 511. However, this benefit of a permit that runs with the land also comes with a burden—namely, that a new owner is responsible for the misdeeds and violations of the prior owner. For example, in *Malibu Mountains Recreation, Inc. v. County of Los Angeles*, 67 Cal.App.4th 359 (1998), the prior owner of the property acted in violation of a conditional use permit ("CUP") by using the property for motorcycle rallies, which was not a permitted use under the CUP. The property changed hands, and the county revoked the CUP based in large part on the past owner's violation of the CUP. The new owner challenged the county's decision, and the court found that, because a CUP runs with the land, the new owner could be held responsible for the violations of the old owner.

In the context of permits that run with the land, the rule that a new owner may be held responsible for the violations of a prior owner makes practical sense. If new owners were not responsible for the prior owner's actions, then the new owner would get to enjoy the benefits of the permits without any associated responsibilities other owners are generally held to. It would also allow the prior property owner to escape any accountability for their actions by selling the property.

In contrast, there are certain permits, which are not at issue here, that do not run with the land and automatically "die" as soon as the property is sold. An example of this would be something like a business license, which is specific to the individual who is granted the license. If someone is running a grocery store in a given building and sells the building, the business license to operate the grocery store

does not transfer to the new owner. The new owner must apply for his or her own business license after completing the purchase.

Here, it would be unjust and contrary to the law to allow Mr. Schuster to retain this STR Permit given Ms. Collins' undisputed violation of the Permit. As explained above, STR permits are land use permits that run with the land. This means that Mr. Schuster is properly held accountable for Ms. Collins' undisputed violations. Moreover, if STR permits did not run with the land and worked like business licenses, Mr. Schuster would still have lost the permit upon the transfer of the property. In other words, given the undisputed facts, there is no scenario in which Mr. Schuster can or should have retained the Permit.

It is also important to remember that, when these revocation proceedings came to light during the escrow process, Mr. Schuster had ample time to back out of the sale. Per the Joint Statement of Undisputed Facts, Mr. Schuster first learned of the revocation proceedings on August 15 and escrow closed on September 5. During that 21 period, Mr. Schuster contemplated backing out of the sale but decided not to after receiving a significant price reduction. Given these facts, Mr. Schuster's plea to equity falls flat. Mr. Schuster knew about the violations of the Permit, received compensation because of the uncertain status of the Permit, and chose to take his chances with the enforcement proceedings at issue.

In short, Mr. Schuster is requesting that the County afford him the benefit of permits that run with the land without requiring him to bear the burden of that permit. This request is both contrary to the law and inequitable.

**ATTACHMENTS**

- A. Written Record from September 21, 2023 Hearing Before the Planning Director, which consists of:
  - 1. August 24, 2023 letter to Annelise Collins regarding permit violations
  - 2. August 30, 2023 email from Annelise Collins
  - 3. September 1, 2023 email from Annelise Collins
  - 4. September 15, 2023 written response from Steve Schuster
  - 5. September 19, 2023 email from Jennifer Castaneda
- B. September 27, 2023 Order After Hearing Before the Planning Director
- C. November 14, 2023 Joint Statement of Undisputed Material Facts
- D. November 17, 2023 Planning Commission Order After Hearing
- E. December 5, 2023 Steve Schuster Request for Appeal to the Board of Supervisors
- F. February 7, 2023 Notice to appellant

**FISCAL IMPACT:**

<b>Funding Source</b>	General Fund	<b>Budget Unit</b>	23800
<b>Budgeted?</b>	Yes	<b>Object Code</b>	
<b>Recurrence</b>	One-Time Expenditure		
<b>Current Fiscal Year Impact</b>			
<b>Future Fiscal Year Impacts</b>			
<b>Additional Information</b>			

Paid in part by appeal fee

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

Your Board could choose to grant Mr. Schuster's appeal, thereby overturning the Planning Commission's decision and reinstating the short-term rental permit for the Property. Your Board could also direct the permittee and/or staff to return to the Board with additional information.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**ATTACHMENTS:**

1. Attachments A-F for Schuster Appeal

**APPROVALS:**

Darcy Ellis	Created/Initiated - 2/7/2024
John Vallejo	Approved - 2/7/2024
Amy Shepherd	Approved - 2/8/2024
Nate Greenberg	Approved - 2/13/2024
Cathreen Richards	Final Approval - 2/13/2024

# Exhibit A

Exhibit A



**Written Record**  
**Inyo County Planning Department**  
168 North Edwards Street  
Post Office Drawer L  
Independence, California 93526

Phone: (760) 878-0263  
FAX: (760) 872-2712  
E-Mail: [inyoplanning@inyocounty.us](mailto:inyoplanning@inyocounty.us)

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**August 24, 2023**

Annelise Collins  
500 Alabama Drive  
Lone Pine, CA 93545

Coldwell Banker  
Attention: Annelise Collins  
1608 Montana Ave.  
Santa Monica, CA 90403  
[annelise@kw.com](mailto:annelise@kw.com)

**VIA CERTIFIED MAIL AND EMAIL**

RE: Commencement of Revocation/Modification Proceedings for Permit HSTR 2021-16/Collins

Dear Ms. Collins:

Pursuant to permit HSTR 2021-16/Collins ("the HSTR Permit"), you operate a hosted short-term rental ("HSTR") at 500 Alabama Drive in Lone Pine, CA. The Planning Department has recently received credible evidence that you are operating your HSTR in violation of the HSTR Permit. Specifically, the evidence suggests that you are not complying with Inyo County Code section 18.73.030(B), which requires that all short-term rentals be hosted rentals. Per Inyo County Code section 18.73.010, "'Hosted rental' means a short-term rental of a room(s) within a dwelling where the owner or a designated representative of the owner resides on the parcel where the rental occurs, during the duration of the transient renter(s) stay."

You are aware of the hosting requirement for STRs in Inyo County and you stated in writing to the Planning Department "My husband or I will be on site to host" on March 10, 2022 in an email exchange with the Planning Department. (See **Exhibit A**)

The evidence that suggests that you may be violating the HSTR Permit is as follows:

On August 11, 2023, Cheryl Howerton (resident of 450 Alabama Drive) came to the Planning Department office and talked to Ryan Standridge, Associate Planner, about the HSTR located at 500 Alabama Drive. She stated that the owner Annelise Collins had been renting without being on site or having a designated host on site for over a year. Ms. Howerton stated she had not complained before because she was friendly with Ms. Collins and did not want to have a bad relationship with a neighbor. However, a series of poorly behaved renters motivated Ms. Howerton to complain. Specifically, Ms. Howerton described instances of renters chasing her dog with a drone, renters smoking in the backyard during the height of fire season, and renters flashing a bright strobe light for days that was visible from her property. Ms. Howerton also



## Written Record

provided the Planning Department with a series of text messages between her and Ms. Collins in which Ms. Collins repeatedly informed Ms. Howerton when renters would be coming to the property. Ms. Howerton ultimately asked Ms. Collins to stop sending her these texts because she was being put in an awkward position with Ms. Collins repeatedly informing her that she was violating her HSTR Permit. (See **Exhibit B**)

On August 16, 2023, Ms. Howerton met with Cathreen Richards, Planning Director, at her office. Ms. Howerton re-stated everything she had told Ms. Standridge. Later that day, Ms. Howerton emailed Ms. Richards a link to Ms. Collins' AirB&B ad. The ad made it clear that Ms. Collins was indeed renting without having a host onsite. Ms. Richards viewed the link and printed the ad. Specifically, the ad states "We do not reside on the property" and "We do not reside at the home, but we do have a Studio GH we sometimes occupy when we need to be there for the maintenance of the home. Best to text me if you have a question." (See **Exhibit C**)

Ms. Richards called Ms. Collins late afternoon of August 16<sup>th</sup> and let her know she is in violation of the Permit and that she must stop renting without a host on site immediately. Ms. Collins did not deny that she rents without a host, but stated she does go up there often and she has a handyman who is 20 minutes away that can deal with problems. Ms. Richards let her know that is not in compliance with the terms of the HSTR Permit and that someone needs to be on the property during every rental. Ms. Collins also indicated she thought it was permissible to rent without a host on site because she keeps the property in very good condition. Ms. Richards told her that the property condition is irrelevant to the fact that she is violation of the terms of the Permit and repeated that she needs to stop renting without a host immediately.

Also, during the late afternoon of August 16<sup>th</sup>, Ms. Richards let Ms. Howerton know that the County was acting on her complaint and asked Ms. Howerton to let her know if any rentals occurred without Ms. Collins being there. Ms. Richards also sent a written notice of violation to Ms. Collins at the contact address she provided when applying for the Permit. (See **Exhibit D**)

On the morning of August 18, 2023, Ms. Howerton sent Ms. Richards an email stating that there had been guests at the house the night of the August 17<sup>th</sup> without Ms. Collins or anyone else on the property. (See **Exhibit E**)

After receiving this news from Ms. Howerton, Ms. Richards and Ms. Standridge went to 500 Alabama Drive to check on Ms. Howerton's report. There were two cars in the driveway and there were people outside at the back of the house. Ms. Standridge knocked on the door several times before an individual named Mick answered. Ms. Standridge asked Mick if Annalise Collins was there. He replied, "who's that?" Ms. Standridge explained that Annalise was the owner of the property, and the individual explained that he was a renter, not the owner. Ms. Standridge then asked if the host was there. Mick seemed confused by the question and said there is no host. On the way out, two more people were entering the property with a dog.

Ms. Richards followed up with a phone call to Ms. Collins in the afternoon of August 18<sup>th</sup> to let her know that County staff had personally visited the property and found no host on site. Ms. Collins claimed that she had driven up to the property on August 17 and then left early in the morning on August 18 to drive back to Santa Monica. Ms. Richards told her that the information

## Written Record

provided by her renters and Ms. Howerton contradicted this story and explained to Ms. Collins that she must be on the property 100% of the time while the renters are there. Ms. Collins stated that she is there a lot, that the property is well kept, and that she feels like she is in East Germany. Ms. Richards informed Ms. Collins that the Planning Department would be considering further enforcement action.

On August 21, 2023, Ms. Howerton contacted Ms. Richards by phone and let her know that Ms. Collins showed up on the evening of August 18<sup>th</sup> and stayed the weekend.

On August 22, 2023, Ms. Richards contacted Ms. Howerton to request a further explanation of how she ascertains whether Ms. Collins is or is not at the property. Ms. Howerton explained that she is familiar with the vehicles that Ms. Collins, her husband, and Manny (the caretaker) drive and that there is no way for anyone to pull into or park at the property without the cars being in Ms. Howerton's sight (i.e. there is no back entrance). When Ms. Collins or her husband is present on the property, Ms. Howerton will see their cars. It is also apparent to Ms. Howerton when someone is staying the host apartment / guest house, which is where Ms. Collins stays when she comes to the property, because Ms. Howerton can see the lights of the guest house from her backyard. Ms. Howerton is in her backyard almost every evening because she has farm animals and must feed them every evening. Ms. Howerton estimates that approximately 3-4 times a month she observes renters on the property with no sign of Ms. Collins or her husband.

You have the right to rebut this evidence, either in writing or in person. If you choose to submit rebuttal evidence in person, the hearing will occur on **Thursday, September 21, 2023 at 10 am at 168 N. Edwards St., Independence, CA 93526**. If you choose to submit written rebuttal evidence, you must mail the evidence to the Inyo County Planning Department, PO Drawer L, Independence, CA 93526. Any mailed evidence must be received by the Planning Department on or before the date set for the hearing. Additionally, you must inform the Planning Department in writing by Monday, September 18, 2023 if you will be requesting an in person hearing so that appropriate logistical arrangements may be made.

You have the right to submit whatever rebuttal evidence you think may be relevant. However, given that the alleged violation turns around whether or not you or your husband was on site to host, the most relevant rebuttal evidence would be evidence that demonstrates that you or your husband were physically present in Lone Pine, CA on dates that the property was rented.

After receipt of your evidence, I will consider all of the evidence and make a decision regarding the status of the HSTR Permit. You will be informed in writing of this decision. If you do not submit any evidence, I will make a decision based only on the evidence gathered by the Planning Department.

## Written Record

Finally, it has come to my attention that you are currently in the process of selling the property and are in escrow with a new buyer. Because the HSTR Permit runs with the land, the sale of the property does not moot these enforcement proceedings. However, if the buyer will be assuming the responsibility of submitting rebuttal evidence, please provide me with that individual's contact information.

Sincerely,



Cathreen Richards  
Planning Director

Cc (via email): Matt Kingsley, Fifth District Supervisor  
Grace Weitz, Deputy County Counsel  
Jennifer Castaneda, Blue Sky Realty

# Written Record

Exhibit A

**Cynthia Draper**

---

**From:** Cynthia Draper  
**Sent:** Thursday, March 10, 2022 2:22 PM  
**To:** Annelise Collins  
**Subject:** RE: revised Site Map + Revised House Rules 500 Alabama

Thank you. I will look this over. Q: is Manny, your manager, staying onsite as the Host or are you? I am sorry if this has already been asked.  
Thank you,  
Cynthia

**From:** Annelise Collins [mailto:annelise@sherrinoel.com]  
**Sent:** Thursday, March 10, 2022 2:11 PM  
**To:** Cynthia Draper  
**Subject:** Re: revised Site Map + Revised House Rules 500 Alabama

Hi Cynthia,

Here you go.

The House rules template was super helpful.

Thanks again.

Let me know next steps and if there any more fees to pay.

Best,

Annelise

# Written Record

Exhibit A

Cynthia Draper

---

**From:** Annelise Collins <annelise@sherrinoel.com>  
**Sent:** Thursday, March 10, 2022 2:26 PM  
**To:** Cynthia Draper  
**Subject:** Re: revised Site Map + Revised House Rules 500 Alabama

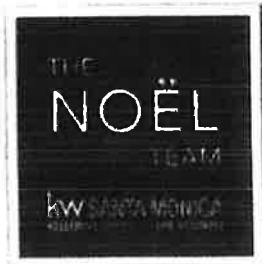
Hi Cynthia,

Manny is our handyman and a contact if needed as a back up manager to support and to repair if I or Hector should be at work. He lives in nearby Olancho.

My husband or I will be on site to host.

Thank you.

Annelise



ANNELISE  
COLLINS

310.503.1967  
annelise@sherrinoel.com  
thenoelteam.net  
DRE 1793674



Contact info

**Written Record**

Exhibit B

 Annelise >

Happy New year  
neighbors!! Sending a  
snowy greeting. Be  
safe!

Jul 6, 2022 at 8:12 AM

Hi Cheryl! Just want  
you to know we have a  
group of hikers coming  
in today from New  
Jersey no pets no dogs  
just people so hopefully  
all will go with no hitch  
thank you so much  
hope you had a great  
fourth! Annelise

Sent with Siri

## Written Record

Exhibit B

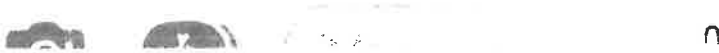


Annelise

Enjoy. We are out of country from 7/22 until 8/11. We are not renting to any one in that time frame. Just so you know. Manny may come around and do some small repairs in garage door and dryer. And I hope to hire a person to help with my meadow folly! 😊 X  
See you late august.

Jul 12, 2022 at 4:01 PM

Hi Cheryl. One more group of 5 coming in tmrrw. Staying for 4



**Written Record**

Exhibit B



Annelise >

Hi Cheryl. One more group of 5 coming in tmrrw. Staying for 4 nites.  
I think that may be it until mid August as we will  
Be out of country. X xx

Jul 12, 2022 at 5:32 PM

Dogs?

Jul 12, 2022 at 7:34 PM

No dogs.

Jul 20, 2022 at 2:00 PM

Hi Cheryl! Last group



n



**Written Record**

Exhibit B



Annelise >

Jul 12, 2022 at 7:34 PM

**No dogs.**

Jul 20, 2022 at 2:00 PM

**Hi Cheryl! Last group coming in this afternoon. They are a family from the Netherlands found a tour of the American west. No dogs 😊**

**Only staying one night.**

**Then a break from now til mid August.**

Jul 24, 2022 at 10:22 AM



## Written Record

Exhibit B



Annelise

Aug 18, 2022 at 5:14 PM

Hi Cheryl. Was up for a quick check on home last weekend. Did not see you. Today we have a hiking group come in. Hope they are a well behaved bunch. Thx 😊

Aug 18, 2022 at 8:30 PM

Hi Annelise. Sorry I missed you this weekend.

I'm gonna have to ask that you not let me know when your renters are coming after all

## Written Record

Exhibit B



Annelise >

that you not let me know when your renters are coming after all. The less I know the better I think. The county is looking closer at short term rentals that aren't hosted as required. I guess there have been enuf second homes being turned into vrbo & airbnbs that there's no housing now for folks moving into the area who actually want to be part of our community. And there have been a plethora of complaints.

## Written Record

Exhibit B



Annelise

I'm in an awkward position because I work pretty closely with the county with my practice. I can't really jeopardize that relationship. So...best I don't have first hand knowledge of what you're doing next door.

Thanks.

**Understood. Thanks for your candor Cheryl. I appreciate it.**

Sun, Oct 16 at 10:15 AM



# Written Record

Exhibit B



Annelise >

Sun, Oct 16 at 10:15 AM

Your guests have a drone flying over over our property. Please deal.



**It was a mistake. I will add no drones to house rules.**



Thank you.

Read 10/16/22



n



## About this space

Scenic mountain view of the Sierra Nevadas! Create your outdoor adventure with hiking and rock climbing right at your doorstep! Bring the whole family to our 4 acre ranch in the Alabama Hills with lots of room for fun, fishing and hiking the Mt Whitney Portal Trails (John Muir and Pacific Crest) just a short 20 minute drive away. We are within 1-2 hours from Mammoth Ski Resort and Death Valley for more adventures. Perfect for larger gatherings of friends and extended family.

### The space

Red Barn Ranch is a 4 acre fenced ranch with a one story traditional style Ranch house (no stairs!). We have 4 bedrooms + 3 baths in the Main House and a separate private GH apartment off the garage. Off street free parking. The Main House has a TV/ Family room, a formal living room, a formal dining room and a kitchen with a large family style seating area. There is also a breakfast bar. That and the out door terrace make for plenty of room for everyone. Please note that although we do have central heat the cooling system is a swamp cooler and ceiling fans.

### Guest access

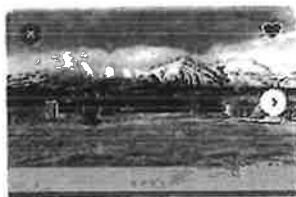
Guests will have access to Main House and the entire 4 acre property. We keep the GH for our own use for property maintenance. We do not reside on the property. We allow 2 pets for free. If you have more pets please let me know and we can see if we can accommodate.

### Other things to note

This is a high desert climate with big temperature swings from day to night. We also have occasional strong winds. It is a good idea to check the weather before heading out for adventures. Many hikes take you to higher elevations so be mindful of altitude sickness. Drinking water and acclimatizing to our altitude for one day is a good idea. We are located in the Alabama Hills above Lone Pine at 5,354 ft (1,632 m).

# Written Record

## Exhibit C



**Farm stay in Lone Pine** ★ 5.0 (39)  
The Red Barn Ranch in the Eastern Sierra  
\$292 night · Sep 15 - 18

\$292

# Written Record

## The Red Barn Ranch in the Eastern Sierra Nevadas.

★ 5.0 · [39 reviews](#) · Superhost · [Lone Pine, California, United States](#)

[Share](#) [Save](#)





# Written Record

Exhibit 13

## Farm stay hosted by Annelise

8 guests · 4 bedrooms · 5 beds · 3 baths



\$292 night

★ 5.0 · 39 reviews

CHECK-IN  
9/9/2023

CHECKOUT  
9/15/2023

GUESTS  
2 guests



### Fast wifi

At 51 Mbps, you can take video calls and stream videos for your whole group.



### Self check-in

Check yourself in with the smartlock.



### Free cancellation before Sep 8.

Scenic mountain view of the Sierra Nevadas! Create your outdoor adventure with hiking and rock climbing right at your doorstep! Bring the whole family to our 4 acre ranch in the Alabama Hills with lots of room for fun, fishing and hiking the Mt Whitney Portal Trails (John Muir and Pacific Crest) just a short 20 minute drive away. We are within 1-2 hours from Mammoth Ski Resort and Death Valley for ...

[Show more >](#)

You won't be charged yet

\$292 x 6 nights \$1,750

Cleaning fee \$220

Airbnb service fee \$278

**Total before taxes** \$2,248

[Report this listing](#)

## Where you'll sleep

1 / 2 >



**Bedroom 1**

1 king bed












**Bedroom 2**

1 queen bed

## What this place offers

## Written Record

-  Desert view
-  Mountain view
-  Lake access
-  Kitchen
-  Fast wifi – 54 Mbps
-  Free driveway parking on premises – 4 spaces
-  Pets allowed
-  50" HDTV with premium cable
-  Free washer – In building
-  Free dryer – In building

[Show all 62 amenities](#)

### Accessibility features

This info was provided by the Host and reviewed by Airbnb.



#### Guest entrance and parking

Lit path to the guest entrance

[Show all feature details](#)

### 6 nights in Lone Pine

Sep 9, 2023 - Sep 15, 2023

<

# Written Record

Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	
September 2023							October 2023				
					1	2	1	2	3	4	
3	4	5	6	7	8	9	8	9	10	11	
10	11	12	13	14	15	16	15	16	17	18	
17	18	19	20	21	22	23	22	23	24	25	



## ★ 5.0 · 39 reviews

Cleanliness	4.9
Accuracy	5.0
Communication	5.0
Location	5.0
Check-in	5.0
Value	5.0



**Perry**  
August 2023

Awesome place to stay while in Lone Pine for a few days. We hiked Mt Whitney but was thankful for this wonderful place to rest our heads. Very spacious inside and out. Unexpectedly we spent a few hours the first night just staring at all the stars that night. Amazing for us city folk. We already looking at the calendar to plan our next stay...

[Show more >](#)



**Kristina**  
July 2023

Very nice place



**Amy**  
July 2023

Annalise

Was a wonderful host! So accommodating and helpful. I lived the home it was perfect for our race. I will be back for sure!

# Written Record

[Show more >](#)



**Sally**  
June 2023

This was my family's second stay and we enjoyed it as much as the first. The comfortable bedrooms, spacious living room and family room, and central kitchen make it perfect for our group. The grandkids loved strolling the property looking for lizards, rabbits and beetles and visiting the alpacas next door. Stargazing at night is spectacular on the...

[Show more >](#)



**John**  
June 2023

Loved our 3 night stay. We ended up not leaving the house at all (but did have brunch at the incredible Alabama Hills Cafe on the way out). We had warm days and cool nights in mid June. Spectacular scenery at the foot of the eastern Sierra. Had an incredible thunderstorm that lasted all night all around us but didn't rain where we were. Then the nex...

[Show more >](#)



**Vincent**  
June 2023

We truly loved our stay here! You can't beat the views, especially from the porch and the alpacas were very fun to see. Very well-stocked home, kitchen was spacious and easy for our group to cook together and grill outside. We will be back! Thanks again for an awesome stay

[Show more >](#)

Show all 39 reviews

## Where you'll be

Exact location provided after booking.

Public Transit

ALABAMA HILLS



Map data ©2023 Google 500 m

Report a map error

Lone Pine, California, United States

## Written Record

We are in a rural community along the the 395N. The Red Barn Ranch is located in the iconic Alabama Hills, which invites rock climbing and hiking. It is also in a "Dark Sky" area. The Milky Way and many celestial events are crystal clear to view. Lone Pine is just a few miles away with stores, restaurants, grocery store, hospital and services. Mt Whitney...

[Show more >](#)



**Hosted by Annelise**

Joined in May 2016

★ 39 Reviews

✔ Identity verified

👤 Superhost

I love travel and adventure and meeting people who have a curiosity about life. I love to to grow things in my garden and enjoy Nature.

### During your stay

We do not reside at the home, but we do have a Studio GH we sometimes occupy when we need to be there for maintenance of home. Best to text me if you have a question. We have a ranch manager, Manny Luna, who lives nearby who can give hands on help if needed.

### Annelise is a Superhost

Superhosts are experienced, highly rated hosts who are committed to providing great stays for guests.

Languages: English, Français, Deutsch

Response rate: 100%

Response time: within an hour

[Contact Host](#)

To protect your payment, never transfer money or communicate outside of the Airbnb website or app.



## Things to know

### House rules

Check-in after 2:00 PM

Checkout before 12:00 PM

8 guests maximum

## Written Record

[Show more >](#)

### Safety & property

Nearby lake, river, other body of water

Carbon monoxide alarm

Smoke alarm

[Show more >](#)

### Cancellation policy

Free cancellation before Sep 8.

Review the Host's full cancellation policy which applies even if you cancel for illness or disruptions caused by COVID-19.

[Show more >](#)

## Explore other options in and around Lone Pine

Las Vegas

Beverly Hills

Los Angeles

Santa Barbara

Santa Monica

Malibu

Anaheim

Joshua Tree

Palm Springs

San Jose

San Francisco

San Diego

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Lone Pine monthly stays

Pet-friendly home rentals in California

Pet-friendly vacation rentals

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Countryside

Farms

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## Written Record

Exhibit D



**Planning Department  
168 North Edwards Street  
Post Office Drawer L  
Independence, California 93526**

**Phone:** (760) 878-0263  
**FAX:** (760) 872-2712  
**E-Mail:** [inyoplanning@inyocounty.us](mailto:inyoplanning@inyocounty.us)

---

August 16, 2023

The Red Barn  
Annelise Collins  
500 Alabama Drive  
Lone Pine, CA 93545

RE: Hosted Short-term Rental Violation

Ms. Collins:

The Inyo County Planning Department has received and verified complaints that you are operating a hosted short-term rental in violation of your permit #HSTR 2021-06. Pursuant to Inyo County Code Section 18.73.030 (B) – All short-term rentals shall be hosted rentals. This means that the owner or a designated representative of the owner resides on the parcel where the rental occurs, during the duration of the transient renter(s) stay. A fact that was made clear to you when you applied for and was granted the permit.

You must immediately cease all short-term rentals without a host on-site. Any further rentals without a host will cause the county to revoke your permit pursuant to Inyo County Code 18.73.070.

Respectfully,

Cathreen Richards,  
Inyo County Planning Director



**Written Record**

## Written Record

Exhibit E

**Cathreen Richards**

---

**From:** chowerton@safeaccess.com  
**Sent:** Friday, August 18, 2023 12:02 PM  
**To:** Cathreen Richards  
**Subject:** RE: Latest guests at 500 Alabama Dr. 8/18/23

Hi Cathreen,

Sorry for the delayed response. I got side-tracked with some other business. And we're having some internet issues up this way this morning.

From what we could tell there was no host. Last night the attached quarters were dark, with only activity in the main house. There was no sign of Annelise or the manager or their vehicles. The people I saw outside were not the owners, immediate family members, or Manny. Without knocking on their door, that's the best I can do to identify them as non-hosted guests. The vehicles in the driveway did leave around 11:15 this morning, whether for a day trip or to depart, I don't know.

Cheryl Howerton

-----Original Message-----

**From:** "Cathreen Richards" <crichards@inyocounty.us>  
**Sent:** Friday, August 18, 2023 8:42am  
**To:** "chowerton@safeaccess.com" <chowerton@safeaccess.com>  
**Subject:** RE: Latest guests at 500 Alabama Dr. 8/18/23

And, I take it Anneliese or anyone else was onsite hosting?

**From:** chowerton@safeaccess.com <chowerton@safeaccess.com>  
**Sent:** Friday, August 18, 2023 8:40 AM  
**To:** Cathreen Richards <crichards@inyocounty.us>  
**Subject:** FW: Latest guests at 500 Alabama Dr. 8/18/23

 You don't often get email from [chowerton@safeaccess.com](mailto:chowerton@safeaccess.com). [Learn why this is important](#)

Good morning,

These are the folks that came in last night at 500 Alabama Dr, Lone Pine. I will send you more documentation later today. All of my photos do have dates and times indicated below each one, but I haven't figured out how to send that part over.

Do you ever suspend a permit until further investigation?

Thank you,

Cheryl Howerton

-----Original Message-----

**From:** "Cheryl Howerton" <[cherylhowerton@icloud.com](mailto:cherylhowerton@icloud.com)>

## Written Record

Sent: Friday, August 18, 2023 8:26am      Exhibit E  
To: "Cheryl Howerton" <[chowerton@safeaccess.com](mailto:chowerton@safeaccess.com)>  
Subject: Latest guests at 500 Alabama Dr. 8/18/23

Sent from my iPhone

## Written Record

**From:** Annelise Collins  
**To:** InyoPlanning  
**Subject:** Commencement of Revocation/Modification Proceedings for Permit HSTR/2021-16/Collins  
**Date:** Wednesday, August 30, 2023 11:49:53 AM

---

You don't often get email from annelisecollins3@gmail.com. Learn why this is important  
<<https://aka.ms/LearnAboutSenderIdentification>>

Dear Kathreen Richards,

Re: The Red Barn Ranch Hoisted Short Term Rental

I am in receipt of the Revocation/Modification of my HSTR and the Hearing date  
We will not be contesting or rebutting that we have been in violation of the terms in the past.  
We intend to cease the AirBnb rental. We are not going to attend the hearing on Thursday September 21,2023.

If you need any additional information from me kindly let me know.  
Thank you. Have a good Holiday weekend.

Annelise Collins  
annelisecollins3@gmail.com

## Written Record

**From:** [Annelise Collins](#)  
**To:** [Ryan Smith-Standridge](#)  
**Cc:** [Cathreen Richards](#); [Jenifer Castaneda](#)  
**Subject:** Fwd: I will attend the Hearing of my HSTR  
**Date:** Friday, September 1, 2023 4:09:41 PM  
**Attachments:** [image001.png](#)

---

You don't often get email from [annelisecast@mac.com](mailto:annelisecast@mac.com). [Learn why this is important](#)

Hi Ryan,

As per our conversation this afternoon I will be attending the hearing on September 21, 2023. I am attending not to contest my violation of the permit, for which I am accountable but to advocate for my Buyers who wish to have that option of a possible HSTR in place. They wish to be productive in the community and to have the fullest opportunities with their investment. They understand the limits of the permit completely. Both Jenifer and I have made that very clear during this process of purchasing. My violations should not impact them in any way.

Please make a note that I do contest the fact that the permit is being revoked even though it is supposed to go with the property. These Buyers have done absolutely nothing wrong and they will be respectfully adhering to the Inyo County rules.

Please acknowledge receipt of my email and correct my last communication that says I will not be attending at the hearing.

Thank you,

Annelise  
Annelise Collins  
[annelisecollins3@gmail.com](mailto:annelisecollins3@gmail.com)  
Annelise Collins  
[annelisecast@me.com](mailto:annelisecast@me.com)  
Cell: 310-503-1967  
[@househuntingmaven](#)

Begin forwarded message:

**From:** Ryan Smith-Standridge <[rstandridge@inyocounty.us](mailto:rstandridge@inyocounty.us)>  
**Subject:** I can't call I don't have the file with me .  
**Date:** September 1, 2023 at 16:05:31 PDT  
**To:** "annelise@kw.com" <[annelise@kw.com](mailto:annelise@kw.com)>

We have not received anything yet.

Ryan Smith-Standridge  
Associate Planner/SMARA Coordinator  
(760)878-0405

## Written Record

**From:** [Cathreen Richards](#)  
**To:** [Ryan Smith-Standridge](#)  
**Subject:** FW: 500 Alabama Drive / STR permit revocation hearing  
**Date:** Tuesday, September 19, 2023 3:04:39 PM  
**Attachments:** [Schuster final.pdf](#)

---

**From:** Homesweet M & M <[homesweetprop@gmail.com](mailto:homesweetprop@gmail.com)>  
**Sent:** Friday, September 15, 2023 4:57 PM  
**To:** Grace Weitz <[gweitz@inyocounty.us](mailto:gweitz@inyocounty.us)>; Cathreen Richards <[crichards@inyocounty.us](mailto:crichards@inyocounty.us)>  
**Subject:** Re: 500 Alabama Drive / STR permit revocation hearing

You don't often get email from [homesweetprop@gmail.com](mailto:homesweetprop@gmail.com). [Learn why this is important](#)

Hello Grace and Cathreen:

Attached, please find our document opposing the revocation of the hosted short term rental permit for 500 Alabama Drive. A signed copy will be provided at the hearing if necessary.

Please see that any other appropriate parties receive this document before the hearing on September 21st.

Thank you for your attention to this matter.

Sincerely,

Steven Schuster and Marcia Binnendyk  
Current Owners of 500 Alabama Drive

On Thu, Sep 14, 2023 at 2:40 PM Grace Weitz <[gweitz@inyocounty.us](mailto:gweitz@inyocounty.us)> wrote:

Yes, feel free to email me anything you would like to submit. I would also recommend sending it directly to Cathreen Richards, the Planning Director, whose email is [crichards@inyocounty.us](mailto:crichards@inyocounty.us).

Best,  
Grace

**From:** Homesweet M & M <[homesweetprop@gmail.com](mailto:homesweetprop@gmail.com)>  
**Sent:** Thursday, September 14, 2023 12:44 PM  
**To:** Grace Weitz <[gweitz@inyocounty.us](mailto:gweitz@inyocounty.us)>  
**Subject:** Re: 500 Alabama Drive / STR permit revocation hearing

Hello Grace:

Thank you so much for your response.

Our escrow has closed and my wife, Marcia Binnendyk, and I now own 500 Alabama Drive.

I do plan on attending the hearing and submitting a document opposing revocation of the STR permit.

Please let me know if I can submit this document to you and/or someone else via email. This would expedite the process by several days.

Thank you again for your response and the copy of the violation letter. I found way too many

## Written Record

misspellings and typos in Ryan's name and email address in my multiple attempts to make contact regarding this matter.

Sincerely,

Steve Schuster

On Thu, Sep 14, 2023 at 11:04 AM Grace Weitz <[gweitz@inyocounty.us](mailto:gweitz@inyocounty.us)> wrote:

Mr. Schuster:

I'm responding to the emails that you've sent to Ryan Smith Standridge regarding the hearing on the STR permit for 500 Alabama Drive. I understand that you want to participate in the hearing, which you are entitled to do. All information regarding the hearing is contained in the attached Notice of Violation sent to Ms. Collins and Ms. Casteneda of Blue Sky Realty on 8/24/23, but to sum it up, the hearing will occur on 9/21/23 at 10 am at 168 N. Edwards St. in Independence, CA.

It appears that your plan is to submit a written rebuttal, and we would strongly encourage you to submit it prior as soon as possible prior to the hearing so that the Director may fully consider it before the hearing.

Best,  
Grace

Grace Weitz  
Deputy County Counsel  
224 N. Edwards Street  
P.O. Box M  
Independence, CA 93526  
[gweitz@inyocounty.us](mailto:gweitz@inyocounty.us)  
760-872-0933 (Direct)  
760-878-0229 (Main)

## Written Record

### Case information

Case number: HSTR 2021-16/Collins

Property Location: 500 Alabama Drive  
Lone Pine, CA Inyo County

### Hearing information:

Address: 168 N. Edwards St. Independence, CA 93526  
Annex building, second floor

Date: September 21, 2023

Time: 10:00 AM

Statements of Steven Schuster and Marcia Binnendyk opposing revocation of the short term rental permit.

### I BACKGROUND

This action involves actual or alleged actions of Annelise Collins, former owner of 500 Alabama Drive in Lone Pine, as reported by a neighbor.

Steve Schuster and Marcia Binnendyk have been real estate investors for the last 20+ years. Our purpose in real estate investing is to be able to retire comfortably. We have worked hard at our W2 jobs and saved extensively to be able to purchase property.

We have been coming to Lone Pine over the last 20+ years. We enjoy the recreational activities and natural beauty of the Sierras. We want to retire in a small town. After considering other locations, we decided on Lone Pine for our retirement.

We are “buy and hold” investors. We purchase properties with the intent of holding them long term and operating as traditional rentals. We do not flip properties. We have sold only one property ever.

We provide affordable housing in locations where we own property.

We never owned or operated a short term rental. Our only exposure to short term rentals has been as a guest.

In August, we purchased a property in Lone Pine. We are currently rehabbing the house so that will be a nice place to live. We have it rented starting October 1. Along with our other locations, we are now providing affordable housing in Lone Pine.

### II PARTIES

The following are interested or affected parties:

Steve Schuster – Current owner of 500 Alabama Drive in Lone Pine. Married to Marcia Binnendyk.

Marcia Binnendyk – Current owner of 500 Alabama Drive in Lone Pine. Married to Steve Schuster.

Jenifer Castaneda – Buyers’ agent for Steve Schuster and Marcia Binnendyk.



## Written Record

Annelise Collins – Former owner of 500 Alabama Drive in Lone Pine and a real estate agent.

Cheryl Howerton – Owner and resident of 450 Alabama Drive in Lone Pine. Complainant in this matter.

### III

#### TIMELINE WITH COMMENTARY

On or about June of 2023: Steve Schuster and Marcia Binnendyk started looking at properties in Lone Pine, with the intent of making a purchase.

On or about July of 2023: We made an offer on 500 Alabama Drive, which was accepted. Escrow was opened.

August 13, 2023: Cheryl Howerton, who lives at 450 Alabama Drive, finds out the property was going to be sold and contacted Jenifer Castaneda for confirmation.

August 14, 2023: We received an email stating our loan was fully approved and clear for closing. We were told we could release all contingencies.

August 15, 2023: As far as we knew, everything was ok. The sale was on track, and Annelise requested that we sign the “last document”, removal of contingencies.

August 15, 2023 9:26 PM: We receive the first report concerning issues with a neighbor named Cheryl Howerton, and that she was going to complain to the County regarding the operation of the Airbnb. We were told that Annelise and Cheryl do not get along.

August 15, 2023 9:37 PM: In an email to Jenifer, we expressed our concern and that we wished we knew about this earlier in the process.

August 16, 2023 3:38 PM: Discussed with Jenifer, that this was a major omission on the sellers’ side. Neighbor issues as well as government / building use issues are legally required to be disclosed. Attached as Exhibit 1 is the Seller Property Questionnaire, signed by all parties. In the Neighbors/Neighborhood section, In response to the question “ARE YOU (SELLER) AWARE OF..”16B: “Any past or present disputes or issues with a neighbor which might impact the use, development and enjoyment of the Property”. Sellers checked the No box. There was no mention of the County cease and desist order. There was no mention of neighbor complaints. We considered backing out of the purchase, but we were concerned with several issues. First, we had a large deposit in escrow, and had just released the last of the contingencies. With an apparent dishonest seller, we were worried that we would not get the deposit returned without legal action. Additionally, there were out of pocket expenses such as, but not limited to, water testing, pest

## Written Record

inspection, and time and travel expenses to do our own home inspection.

Next, we had a buyer's agent and two loan officers spending considerable time on this purchase. Even if we were guaranteed the return of our deposit, all their time would have been without compensation. Since we plan to use their services in the future, it is important that we perform and our transactions are successful.

We did wish to purchase the property to retire in Lone Pine.

August 20, 2023 9:00 AM: Buyers, Steve and Marcia, met with Cheryl and Jan Howerton at their house, accompanied by Jenifer. Past problems and future plans were discussed. Buyers stated their knowledge of rules regarding hosting and the approved area covered by the short term rental permit, We assured Cheryl and Jan that we would only have guests when all rules could be followed, including our presence on site. The meeting was cordial.

August 21, 2023 10:02 AM: Jenifer informed us she talked to the County and got information about the violation and process. We were also informed that Annelise did not reach out to Jenifer about the County contacting her.

August 21, 2023: Drafted a letter to Annelise and Hector to be sent by Jenifer, expressing our deep concern and disappointment that the neighbor issue was not disclosed.  
We saw only two options. One was to cancel the sale, and the other was to go through with the purchase with a significant price adjustment for the non-disclosure. At this time, revocation of the permit had not been mentioned.

We decided to offer to purchase the property at a considerable discount.

August 21, 2023 5:49 PM: Received a counter to our offer. This forwarded email from Annelise to Jenifer, contains the first mention of revocation in the subject line.

Shortly thereafter, Annelise, without further contact from the buyers' side, accepted our revised offer.

August 23, 2023 9:00 AM: Informed that all parties signed a new purchase agreement for the reduced price.

September 5, 2023 Sale of the property was recorded and escrow was closed.

## Written Record

### IV

#### ARGUMENTS

##### A. Unfair Punishment:

Suspending a short term rental permit based on alleged or actual infractions that occurred before the current owners purchased the property is unjust and punishes the wrong party. It goes against the principle of innocent until proven guilty and disregards the fact that the current owner had no involvement in or knowledge of the alleged infractions. Further, the alleged infractions happened well before the complaint was made. The complaint process escalated after Cheryl Howerton found out the property was going to be sold. Cheryl was under the impression that the permit expired with the sale. The timing of the complaint in relation to the nearly completed purchase and the sellers' lack of disclosure made it impossible for buyers to properly consider the value of the property without the short term rental permit.

##### B. Economic Impact:

Suspending the short term rental permit would have a negative economic impact on the property owner and the local community. Short term rentals contribute to the local economy by attracting tourists and generating revenue for local businesses. The TOT tax directly benefits Inyo County. Visitors spend money at cafes, shops, and gas stations in Lone Pine. By suspending the permit, the property owner would suffer financial losses, the community would miss out on potential economic benefits, and Inyo County would not receive the TOT tax.

##### C. Permits Run with the Land:

The fact that permits run with the land implies that the current owner should be entitled to the same rights and privileges as the previous owner. If the property had a valid short term rental permit, it is reasonable to expect that the new owner should be able to continue operating under that permit without facing arbitrary revocation.

##### D. Lowered Purchase Price:

The current owners negotiated a significant lowering of the purchase price due to the omissions in the disclosures. This demonstrates that the seller took the allegations and infractions seriously, and realized the effect this had on the purchase.

Sellers have already been punished for the lack of disclosure of prior infractions and enforcement action. Because the property has been sold, the seller will not be able operate a short term rental at the location, now or ever. Suspending the permit now would be an additional punishment meted out to a completely innocent party.

##### E. Due Process:

It is essential to ensure that due process is followed in any decision-making process. On September 1, 2023, I was informed that the hearing had been cancelled. After a call and email from Annelise Collins to Ryan

## Written Record

Standridge, the hearing was confirmed. Holding a hearing on September 21, 2023 allows the property owner an opportunity to present their case, provide evidence of their innocence, and address any concerns raised by the planning department. Suspending the permit before the hearing would have undermined the principle of due process and deny the owners the chance to defend their rights.

### F. Property Rights:

Suspending the short term rental permit would infringe upon the property owner's rights. The right to use and enjoy one's property is a fundamental aspect of property ownership. Denying the owner the ability to utilize their property as a short term rental when a permit had been issued, would restrict their property rights and hinder their ability to make full use of their investment.

### G. Neighborhood impact:

A short term rental property has more restrictions than a traditional rental. If the neighbors notice and are opposed to multiple vehicles at the short term rental, they have a place to go to register a complaint. The short term rental ordinance provides for enforcement of the more restrictive rules.

We would not be able to move to Lone Pine full time until Marcia retires, about a year from now. Given the cost of paying for a property to sit empty and the housing shortage in Lone Pine, renting all or part of the property is currently the highest, best use. Actually, it is probably the only way we would be able to keep the property.

If the property is rented long term, there are no restrictions on the number of cars that can be on the property. Many more people and their guests would be allowed long term in the five bedrooms than the short term rented one bedroom guest house. The one bedroom guest house would only be rented while at least one owner is on the property.

Quiet hours for short term rentals start at 9:00 pm, long term at 10:00 pm.

Unless otherwise prohibited, a long term renter could be allowed outdoor amplified music, smoking, fire pits, and drones. These activities are prohibited under the short term rental rules.

For example, we have been contacted by a group of engineers needing housing for a long term project. 500 Alabama Drive would comfortably house at least five people. We assume they will all have their own vehicles and will come and go at various hours. If we rent to them, we would not be on site very much as they would rent all the bedrooms in the house and guest house. It seems fairly obvious that the one bedroom rented short term and only for a percentage of the month would be significantly less impact on the neighborhood than a traditional rental with four or five bedrooms occupied.

## **Written Record**

### V

#### CONCLUSION

Owners should be given a chance to follow the rules. We understand and see how fast the County will act and revoke a permit. There is no reason to deny us the opportunity to adhere to the rules. This would immediately solve the issues and would be an improved situation over a long term rental.

Keeping the hosted short term rental permit in place is a bigger win for everyone involved. Neighbors would benefit from more restrictive rules and an on-site host. The County benefits from increased revenue. Owners would have the opportunity to rent short term if and when they choose to do so.

In conclusion, suspending a short term rental permit in Inyo County based on alleged or actual infractions that occurred before the current owner purchased the property is unjust, economically detrimental, and disregards the principle of innocent until proven guilty. The property owner should be entitled to the same rights and privileges as the previous owner before violations, and due process should be followed to ensure a fair resolution.

For all of the above described reasons, we respectfully request that the hosted short term rental permit continues to be valid for the one bedroom guest house at 500 Alabama Drive.

Respectfully submitted

Steven Schuster and Marcia Binnendyk

# Written Record

EXHIBIT 1

**Pag**



SELLER PROPERTY QUESTIONNAIRE  
Written Record  
(C.A.R. Form SPQ, Revised 6/23)



COLDWELL BANKER  
REALTY

This form is not a substitute for the Real Estate Transfer Disclosure Statement (TDS). It is used by the Seller to provide additional information when a TDS is completed. If Seller is exempt from completing a TDS, Seller should complete an Exempt Seller Disclosure (C.A.R. Form ESD) or may use this form instead.

**NOTE TO SELLER:** YOU ARE STRONGLY ADVISED TO CAREFULLY REVIEW THE DISCLOSURE INFORMATION ADVISORY (C.A.R. Form DIA) BEFORE YOU COMPLETE THIS SELLER PROPERTY QUESTIONNAIRE. ALL SELLERS OF CALIFORNIA REAL PROPERTY ARE REQUIRED TO PROVIDE VARIOUS DISCLOSURES, EITHER BY CONTRACT, OR BY STATUTE OR CASE LAW. MANY DISCLOSURES MUST BE MADE WITHIN CERTAIN TIME LIMITS. TIMELY AND THOROUGH DISCLOSURES HELP TO REDUCE DISPUTES AND FACILITATE A SMOOTH SALES TRANSACTION.

Seller makes the following disclosures with regard to the real property or manufactured home described as 500 Alabama Drive, Assessor's Parcel No. 026 3701 100, situated in Lone Pine, County of Inyo California ("Property").

This property is a duplex, triplex or fourplex. A SPQ is required for all units. This SPQ is for all units (or  only unit(s) \_\_\_\_\_).

- 1. Disclosure Limitation:** The following are representations made by the Seller and are not the representations of the Agent(s), if any. This disclosure statement is not a warranty of any kind by the Seller or any agents(s) and is not a substitute for any inspections or warranties the principal(s) may wish to obtain. This disclosure is not intended to be part of the contract between Buyer and Seller. Unless otherwise specified in writing, Broker and any real estate licensee or other person working with or through Broker has not verified information provided by Seller. A real estate broker is qualified to advise on real estate transactions. If Seller or Buyer desires legal advice, they should consult an attorney.
- 2. Note to Seller, PURPOSE:** To tell the Buyer about known material or significant items affecting the value or desirability of the Property and help to eliminate misunderstandings about the condition of the Property.
  - Answer based on actual knowledge and recollection at this time.
  - Something that you do not consider material or significant may be perceived differently by a Buyer.
  - Think about what you would want to know if you were buying the Property today.
  - Read the questions carefully and take your time.
  - If you do not understand how to answer a question, or what to disclose or how to make a disclosure in response to a question, whether on this form or a TDS, you should consult a real estate attorney in California of your choosing. A broker cannot answer the questions for you or advise you on the legal sufficiency of any answers or disclosures you provide.
- 3. Note to Buyer, PURPOSE:** To give you more information about known material or significant items affecting the value or desirability of the Property and help to eliminate misunderstandings about the condition of the Property.
  - Something that may be material or significant to you may not be perceived the same way by the Seller.
  - If something is important to you, be sure to put your concerns and questions in writing (C.A.R. form BMI).
  - Sellers can only disclose what they actually know. Seller may not know about all material or significant items.
  - Seller's disclosures are not a substitute for your own investigations, personal judgments or common sense.
- 4. SELLER AWARENESS:** For each statement below, answer the question "Are you (Seller) aware of..." by checking either "Yes" or "No." A "yes" answer is appropriate no matter how long ago the item being asked about happened or was documented unless otherwise specified. Explain any "Yes" answers in the space provided or attach additional comments and check paragraph 19.

**5. DOCUMENTS:** ARE YOU (SELLER) AWARE OF...  
 Reports, inspections, disclosures, warranties, maintenance recommendations, estimates, studies, surveys or other documents (whether prepared in the past or present, including any previous transaction, and whether or not Seller acted upon the item), pertaining to (i) the condition or repair of the Property or any improvement on this Property in the past, now or proposed; or (ii) easements, encroachments or boundary disputes affecting the Property whether oral or in writing and whether or not provided to the Seller .....  Yes  No  
**Note:** If yes, provide any such documents in your possession to Buyer.  
 Explanation: \_\_\_\_\_

- 6. STATUTORILY OR CONTRACTUALLY REQUIRED OR RELATED:** ARE YOU (SELLER) AWARE OF...
- Within the last 3 years, the death of an occupant of the Property upon the Property .....  Yes  No  
(Note to seller: The manner of death may be a material fact to the Buyer, and should be disclosed, except for a death by HIV/AIDS.)
  - An Order from a government health official identifying the Property as being contaminated by methamphetamine. (If yes, attach a copy of the Order.) .....  Yes  No
  - The release of an illegal controlled substance on or beneath the Property .....  Yes  No
  - Whether the Property is located in or adjacent to an "industrial use" zone .....  Yes  No  
(In general, a zone or district allowing manufacturing, commercial or airport uses.)
  - Whether the Property is affected by a nuisance created by an "industrial use" zone .....  Yes  No
  - Whether the Property is located within 1 mile of a former federal or state ordnance location (In general, an area once used for military training purposes that may contain potentially explosive munitions.) .....  Yes  No
  - Whether the Property is a condominium or located in a planned unit development or other common interest subdivision .....  Yes  No

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SPQ REVISED 6/23 (PAGE 1 OF 4)

Buyer's Initials

DS MB

Seller's Initials X

Ae ix AH



SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 1 OF 4)

Written Record

- H. Insurance claims affecting the Property within the past 5 years
I. Matters affecting title of the Property
J. Plumbing fixtures on the Property that are non-compliant plumbing fixtures as defined by Civil Code § 1101.3
K. Material facts or defects affecting the Property not otherwise disclosed to Buyer

7. REPAIRS AND ALTERATIONS:

ARE YOU (SELLER) AWARE OF...

- A. Any alterations, modifications, replacements, improvements, remodeling or material repairs on the Property
B. Any alterations, modifications, replacements, improvements, remodeling, or material repairs to the Property done for the purpose of energy or water efficiency improvement or renewable energy?
C. Ongoing or recurring maintenance on the Property
D. Any part of the Property being painted within the past 12 months
E. Whether the Property was built before 1978

Explanation: See Addendum A to SPQ for List of Improvements made Western Exterminators come every other month.

8. STRUCTURAL, SYSTEMS AND APPLIANCES:

ARE YOU (SELLER) AWARE OF...

- A. Defects in any of the following (including past defects that have been repaired): heating, air conditioning, electrical, plumbing
B. The leasing of any of the following on or serving the Property: solar system, water softener system, water purifier system, alarm system, or propane tank(s)
C. An alternative septic system on or serving the Property

Explanation: Replaced Water Heater in 2022, New Furnace in 2023, New Attic Insulation in 2019, New Washing Machine 2023

9. DISASTER RELIEF, INSURANCE OR CIVIL SETTLEMENT:

ARE YOU (SELLER) AWARE OF...

Financial relief or assistance, insurance or settlement, sought or received, from any federal, state, local or private agency, insurer or private party, by past or present owners of the Property, due to any actual or alleged damage to the Property arising from a flood, earthquake, fire, other disaster, or occurrence or defect, whether or not any money received was actually used to make repairs

If yes, was federal flood disaster assistance conditioned upon obtaining and maintain flood insurance on the Property

(NOTE: If the assistance was conditioned upon maintaining flood insurance, Buyer is informed that federal law, 42 USC 5154a requires Buyer to maintain such insurance on the Property and if it is not, and the Property is damaged by a flood disaster, Buyer may be required to reimburse the federal government for the disaster relief provided.)

Explanation:

10. WATER-RELATED AND MOLD ISSUES:

ARE YOU (SELLER) AWARE OF...

- A. Water intrusion, whether past or present, into any part of any physical structure on the Property; leaks from or in any appliance, pipe, slab or roof; standing water, drainage, flooding, underground water, moisture, water-related soil settling or slippage, on or affecting the Property
B. Any problem with or infestation of mold, mildew, fungus or spores, past or present, on or affecting the Property
C. Rivers, streams, flood channels, underground springs, high water table, floods, or tides, on or affecting the Property or neighborhood

Explanation: Leak in Kitchen from Roof next to Skylite Repaired Jan. 2023.

11. PETS, ANIMALS AND PESTS:

ARE YOU (SELLER) AWARE OF...

- A. Past or present pets on or in the Property
B. Past or present problems with livestock, wildlife, insects or pests on or in the Property
C. Past or present odors, urine, feces, discoloration, stains, spots or damage in the Property, due to any of the above
D. Past or present treatment or eradication of pests or odors, or repair of damage due to any of the above

Explanation: We have dogs.

12. BOUNDARIES, ACCESS AND PROPERTY USE BY OTHERS:

ARE YOU (SELLER) AWARE OF...

- A. Surveys, easements, encroachments or boundary disputes

SPQ REVISED 6/23 (PAGE 2 OF 4)

Buyer's Initials

Handwritten initials AS, MB

Seller's Initials

Handwritten initials AC, HW

SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 2 OF 4)





Written Record

- B. Use or access to the Property, or any part of it, by anyone other than you, with or without permission, for any purpose, including but not limited to, using or maintaining roads, driveways or other forms of ingress or egress or other travel or drainage  Yes  No
- C. Use of any neighboring property by you  Yes  No

Explanation: Eastern Sierra Propane Refills Propane Tank

13. LANDSCAPING, POOL AND SPA:

ARE YOU (SELLER) AWARE OF...

- A. Diseases or infestations affecting trees, plants or vegetation on or near the Property  Yes  No
- B. Operational sprinklers on the Property  Yes  No
  - (1) If yes, are they  automatic or  manually operated.
  - (2) If yes, are there any areas with trees, plants or vegetation not covered by the sprinkler system  Yes  No
- C. A pool heater on the Property  Yes  No
  - If yes, is it operational?  Yes  No
- D. A spa heater on the Property  Yes  No
  - If yes, is it operational?  Yes  No
- E. Past or present defects, leaks, cracks, repairs or other problems with the sprinklers, pool, spa, waterfall, pond, stream, drainage or other water-related decor including any ancillary equipment, including pumps, filters, heaters and cleaning systems, even if repaired  Yes  No

Explanation:

14. CONDOMINIUMS, COMMON INTEREST DEVELOPMENTS AND OTHER SUBDIVISIONS: (IF APPLICABLE)

ARE YOU (SELLER) AWARE OF...

- A. Property being a condominium or located in a planned unit development or other common interest subdivision...  Yes  No
- B. Any Homeowners' Association (HOA) which has any authority over the subject property...  Yes  No
- C. Any "common area" (facilities such as pools, fitness centers, walkways, conference rooms, or other areas co-owned in undivided interest with others)  Yes  No
- D. CC&R's or other deed restrictions or obligations  Yes  No
- E. Any pending or proposed dues increases, special assessments, rules changes, insurance availability issues, or litigation by or against or fines or violations issued by a Homeowner Association or Architectural Committee affecting the Property  Yes  No
- F. CC&R's or other deed restrictions or obligations or any HOA Committee that has authority over improvements made on or to the Property  Yes  No
  - (1) If Yes to F, any improvements made on or to the Property inconsistent with any declaration of restrictions or HOA Committee requirement  Yes  No
  - (2) If Yes to F, any improvements made on or to the Property without the required approval of an HOA Committee  Yes  No

Explanation:

15. TITLE, OWNERSHIP, LIENS, AND LEGAL CLAIMS:

ARE YOU (SELLER) AWARE OF...

- A. Other than the Seller signing this form, any other person or entity with an ownership interest  Yes  No
- B. Leases, options or claims affecting or relating to title or use of the Property  Yes  No
- C. Past, present, pending or threatened lawsuits, settlements, mediations, arbitrations, tax liens, mechanics' liens, notice of default, bankruptcy or other court filings, or government hearings affecting or relating to the Property, Homeowner Association or neighborhood  Yes  No
- D. Features of the property shared in common with adjoining landowners, such as walls, fences and driveways, whose use or responsibility for maintenance may have an effect on the subject property...  Yes  No
- E. Any encroachments, easements, boundary disputes, or similar matters that may affect your interest in the subject property, whether in writing or not  Yes  No
- F. Any private transfer fees, triggered by a sale of the Property, in favor of private parties, charitable organizations, interest based groups or any other person or entity.  Yes  No
- G. Any PACE lien (such as HERO or SCEIP) or other lien on your Property securing a loan to pay for an alteration, modification, replacement, improvement, remodel or material repair of the Property  Yes  No
- H. The cost of any alteration, modification, replacement, improvement, remodel or material repair of the Property being paid by an assessment on the Property tax bill  Yes  No

Explanation:

16. NEIGHBORS/NEIGHBORHOOD:

ARE YOU (SELLER) AWARE OF...

- A. Neighborhood noise, nuisance or other problems from sources such as, but not limited to, the following: Neighbors, traffic, parking congestion, airplanes, trains, light rail, subway, trucks, freeways, buses, schools, parks, refuse storage or landfill processing, agricultural operations, business, odor, recreational facilities, restaurants, entertainment complexes or facilities, parades, sporting events, fairs, neighborhood parties, litter, construction, air conditioning equipment, air compressors, generators, pool equipment or appliances, underground gas pipelines, cell phone towers, high voltage transmission lines, or wildlife  Yes  No

SPQ REVISED 6/23 (PAGE 3 OF 4)

Buyer's Initials

Handwritten initials: DS, MB

Seller's Initials x

Handwritten initials: AC, HW



SELLER PROPERTY QUESTIONNAIRE (SPQ PAGE 3 OF 4)

Written Record

B. Any past or present disputes or issues with a neighbor which might impact the use, development and enjoyment of the Property
Explanation:
Yes No

17. GOVERNMENTAL:

ARE YOU (SELLER) AWARE OF...

- A. Ongoing or contemplated eminent domain, condemnation, annexation or change in zoning or general plan that applies to or could affect the Property
B. Existence or pendency of any rent control, occupancy restrictions, improvement restrictions or retrofit requirements that apply to or could affect the Property
C. Existing or contemplated building or use moratoria that apply to or could affect the Property
D. Current or proposed bonds, assessments, or fees that do not appear on the Property tax bill that apply to or could affect the Property
E. Proposed construction, reconfiguration, or closure of nearby Government facilities or amenities such as schools, parks, roadways and traffic signals
F. Existing or proposed Government requirements affecting the Property (i) that tall grass, brush or other vegetation be cleared; (ii) that restrict tree (or other landscaping) planting, removal or cutting or (iii) that flammable materials be removed
G. Any protected habitat for plants, trees, animals or insects that apply to or could affect the Property
H. Whether the Property is historically designated or falls within an existing or proposed Historic District
I. Any water surcharges or penalties being imposed by a public or private water supplier, agency or utility; or restrictions or prohibitions on wells or other ground water supplies
J. Any differences between the name of the city in the postal/mailling address and the city which has jurisdiction over the property

Explanation:

18. OTHER:

ARE YOU (SELLER) AWARE OF...

- A. Any occupant of the Property smoking or vaping any substance on or in the Property, whether past or present
B. Any use of the Property for, or any alterations, modifications, improvements, remodeling or material change to the Property due to, cannabis cultivation or growth
C. Any past or present known material facts or other significant items affecting the value or desirability of the Property not otherwise disclosed to Buyer

Explanation:

19. (X) (IF CHECKED) ADDITIONAL COMMENTS: The attached addendum contains an explanation or additional comments in response to specific questions answered "yes" above. Refer to line and question number in explanation.

Seller represents that Seller has provided the answers and, if any, explanations and comments on this form and any attached addenda and that such information is true and correct to the best of Seller's knowledge as of the date signed by Seller. Seller acknowledges (i) Seller's obligation to disclose information requested by this form is independent from any duty of disclosure that a real estate licensee may have in this transaction; and (ii) nothing that any such real estate licensee does or says to Seller relieves Seller from his/her own duty of disclosure.

Seller X Annelise Collins Date 7/12/23
Seller X Hector Mercado Date 7/12/23

By signing below, Buyer acknowledges that Buyer has read, understands and has received a copy of this Seller Property Questionnaire form.

Buyer Date 7/18/2023
Buyer Marcia Binnendyk Date 7/18/2023

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## Written Record

**From:** Jenifer Castaneda  
**To:** Cathreen Richards; Ryan Smith-Standridge; Grace Weitz  
**Subject:** Revocation Hearing Friday September 21st  
**Date:** Tuesday, September 19, 2023 12:34:01 PM

---

### **Blue Sky Real Estate**

Jenifer Castaneda Owner/Broker  
PO Box 751  
Lone Pine, CA 93545  
760 920-3535  
[jen@BlueSkyLonePine.com](mailto:jen@BlueSkyLonePine.com)

September 19, 2023

### **Inyo County Planning Department**

Kathreen Richards  
Ryan Smith-Stanbridge

### **Inyo County Counsel**

Grace Weitz

**Subject: Opposition to the Revocation of Short-Term Rental Permit. Hearing set for September 21, 2023, regarding 500 Alabama Drive, Lone Pine, CA 93545**

I am writing this letter in my capacity as a real estate broker who has represented the seller when she purchased the property, the new current owners in this recent purchase, and in the past, I have represented on several purchases, the neighbor that raised concerns regarding the property located at 500 Alabama Drive. Having worked with each party involved, my goal is to highlight the unique situation in this case and advocate for a fair and equitable solution.

It is indisputable that Annelise Collins, the previous owner, violated her permit, a fact she admits. Prior to the sale of the property, I, as the real estate broker, ensured that the prospective buyers were aware of the permit's limitations – specifically, that it was a hosted permit for a one-bedroom, one-bath unit on the property.

It is questionable that Ms. Cheryl Howerton only brought her concerns to the planning department after learning of the property's impending sale. While her emails suggest that she had grievances dating back approximately 11 months, she initiated formal action with the County only upon discovering the property's sale, seemingly on a fast track to have the permit revoked.

Knowing each of the parties, I took the initiative to meet with Cheryl personally, seeking to understand her concerns. During our 45-minute conversation on August 16th, Cheryl explained her issues, which I found to be valid. I assured Cheryl that the new buyers, Steve and Marcia, were great like-minded individuals, and that they had not yet made up their minds about short-term or long-term rentals. In an effort to bolster friendly neighborly relations, I proposed a meeting between Cheryl, her husband Jan, Steve, Marcia, and myself. My familiarity with all parties led me to believe that they could establish a harmonious neighborly connection.

On August 20th, we all met at Cheryl's residence for a 2.5-hour discussion. Each participant

## Written Record

shared personal histories and how they came to Lone Pine. It was very pleasant. Steve and Marcia expressed empathy for Cheryl's concerns and unequivocally stated their intention to abide by the permit's restrictions. Cheryl called me afterwards and acknowledged that Steve and Marcia are nice people. Strangely, Cheryl did not mention her contact with the County, where they had visited the property to verify the presence of a "host" just two days prior. The omission of this detail remains unclear to me.

Surprisingly, only four days after our meeting on August 24th, I received the Notice of Intent to Revoke the Permit. Subsequently, on September 6th, escrow closed, and Steve and Marcia took ownership of the property.

Had the property not changed hands, I would not contest the permit's revocation. However, it seems unjust to strip the current owners of a permit they have not violated and are committed to following diligently, which also rectifies the issues Cheryl faced. Conversely, if the buyers decide to use the property for long-term rentals, a situation with fewer restrictions on things such as smoking, drones, fire pits, and noise the issues that Cheryl was having could more easily continue. Consequently, maintaining the permit is the most advantageous solution for all parties involved.

The buyers understand how swiftly actions are taken in the event of rule violations. They should be afforded the opportunity to operate within the scope of the permit's regulations. Revoking a permit from an owner who has zero violations is unjust.

I have diligently pursued solutions to address Ms. Howerton's concerns. Revoking the permit would not resolve these issues, as many of her complaints pertain to actions that would be allowed under a long-term rental arrangement.

This situation is unique: a complaint was filed, and the property was sold before the revocation was approved. Consequently, it warrants a fair and equitable resolution. Retaining the permit and allowing the owners to adhere to its rules is the only fair solution.

I am thankful for your consideration of this matter and the uniqueness of the circumstances.

Sincerely,

*Jenifer Castaneda*

*Jenifer Castaneda*

Blue Sky Real Estate  
760 920-3535 Cell  
139 N. Jackson St  
PO Box 751  
Lone Pine, CA 93545  
760 876-1000  
760 875-6038 fax  
Jen@BlueSkyLonePine.com

# Exhibit B

Exhibit B



**Inyo County Planning Department**  
**168 North Edwards Street**  
**Post Office Drawer L**  
**Independence, California 93526**

Phone: (760) 878-0263  
FAX: (760) 872-2712  
E-Mail: [inyoplanning@inyocounty.us](mailto:inyoplanning@inyocounty.us)

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**Order After Hearing Regarding**  
**Revocation/Modification Proceedings for Permit HSTR 2021-16/Collins**

On September 21, 2023 at 10:00 am and pursuant to Inyo County Code 18.73.070, a Hearing was held before Cathreen Richards, Inyo County Planning Director (“the Director”), regarding the revocation / modification of Permit HSTR 2021-16/Collins (“the Permit”). This Hearing was held following an August 24, 2023 Notice that set out various alleged violations of the Permit. The purpose of the Hearing was to permit any interested party to present evidence that would tend to disprove the evidence presented in the August 24 Notice and/or that would convince the Director not to revoke the Permit.

Present at this hearing were: Cathreen Richards (Planning Director / Hearing Officer), Ryan Smith-Standridge (Associate Planner), Grace Weitz (Deputy County Counsel), Steve Schuster (current owner of 500 Alabama Drive), Annelise Collins (former owner of 500 Alabama Drive), and Jenifer Castaneda (real estate agent representing Mr. Schuster in his purchase of the Property). Ms. Weitz and Ms. Smith-Standridge did not participate in the hearing.

Prior to the hearing, Ms. Collins, Mr. Schuster, and Ms. Castaneda submitted written responses to the August 24 Notice. These written responses and the August 24 Notice form the written record, which was available to all parties at the Hearing.

The August 24 Notice contained allegations that Ms. Collins was operating a short-term rental (“STR”) located at 500 Alabama Drive in Lone Pine, CA (“the Property”) in violation of the Permit. Specifically, the evidence suggested that Ms. Collins was operating the STR as an un-hosted STR even though the Permit required a host to be on site at all times while guests are present at the STR.

The written submissions and testimony did not contest the fact that Ms. Collins was operating the STR in violation of her permit. Specifically:

- Ms. Collins emailed the Planning Department on August 30 and stated “We will not be contesting or rebutting that we have been in violation of the terms [of the Permit] in the past.” (Written Record (“WR”) at p. 29.)
- Ms. Castaneda’s written submission stated “it is indisputable that Annelise Collins, the previous owner, violated her permit.” (WR at p. 44.)
- At the hearing, Ms. Collins testified under oath that she had a “loose” interpretation of what it meant to have a hosted STR.

Therefore, I take it to be an undisputed fact that, pursuant to Inyo County Code section 18.73.070(B)(1)(a)(ii), Ms. Collins operated the STR in violation of the terms of the Permit and the Inyo County Code.

## Exhibit B

While the Parties did not contest Ms. Collins' violation, they argued that 1) the new owners, Mr. Schuster and Ms. Binnendyk, should not be punished for Ms. Collins' actions and 2) that this is a unique situation because the revocation proceedings began while Mr. Schuster and Ms. Binnendyk were in escrow to buy the Property from Ms. Collins.<sup>1</sup>

Specifically, Mr. Schuster argued that it would be unfair to revoke the Permit because he was effectively "trapped" and could not back out of escrow. I do not find this argument persuasive. First, in his written submission, Mr. Schuster stated that he was informed that a neighbor had complained to the County about the operation of the STR on August 15, 2023 and that he closed escrow until September 5, 2023.<sup>2</sup> (WR at pp. 34-35.) Twenty-one days is ample time for Mr. Schuster to consider whether he wanted to back out of the purchase. While he may suffer some financial consequences for backing out of escrow, the proper remedy there would be to pursue damages from Ms. Collins, who apparently failed to disclose that she was violating the Permit on the real estate disclosure forms. Second, Mr. Schuster's written submission stated that he received a "significant price adjustment" because of the pending revocation proceedings. (WR at p. 35.) This demonstrates that these revocation proceedings were not a surprise to Mr. Schuster and that he was able to respond in a manner that protected his financial interests.

From a legal perspective, STR permits in Inyo County are land use permits that run with the land. This means that, when property changes hands, the new owner does not need to reapply for a new STR permit if the old owner already has a valid permit. This also means that a new owner is responsible for the violations of the old owner even if the new owner had nothing to do with the old owner's violations. This is a double-edged sword for buyers of land that has a STR permit attached. On the one hand, it saves buyers from having to go through an application process<sup>3</sup>; on the other hand, it means that buyers may suffer the consequences of a former owner's misdeeds.

Considering both the facts and the law—and taking into account the unique situation here where a violation arose during escrow—I find that revocation of the Permit is supported by the facts and the law. It is undisputed that Ms. Collins violated the terms of the Permit by operating the STR without a host present. Mr. Schuster knew of these violations prior to closing escrow, received compensation for the uncertainty associated with the pending proceedings, and chose to close escrow anyway. **Accordingly, Permit HSTR 2021-16/Collins is hereby revoked. Absent the filing of an appeal, all rentals of less than 30 days must immediately cease at 500 Alabama Drive.**

Finally, I would like to briefly address an argument raised by various parties at the Hearing that Cheryl Howerton, the complaining neighbor, was required to approach Ms. Collins with her

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<sup>1</sup> Per Mr. Schuster, escrow opened in July 2023 and closed on September 5, 2023. The Planning Department first informed Ms. Collins of potential revocation proceedings on August 16 and sent a formal notice on August 24.

<sup>2</sup> This is in contradiction to Mr. Schuster's testimony at the hearing, where he stated repeatedly that he found out about the revocation proceedings 1 or 1.5 days before closing escrow. I find that this contradiction calls into question Mr. Schuster's credibility as a witness, as this issue of timing goes to the heart of Mr. Schuster's fairness arguments.

<sup>3</sup> Given that Inyo County currently has a moratorium in place for new STR permit applications, permits that run with the land are especially beneficial because it is not possible to apply for a new STR permit until the Board of Supervisors votes to lift the moratorium.

**Exhibit B**

complaints prior to going to the Planning Department. As a legal matter, this is not accurate. While Inyo County Code section 18.73.080 states that complaints "will generally be directed to the owner," there is no firm requirement that a complaining party confront the owner. As a factual matter, Ms. Howerton repeatedly contacted Ms. Collins about problems with the STR. (WR pp. 1-2, 14.) Therefore, I do not find this argument persuasive.

You have a right to appeal this decision to the Inyo County Planning Commission. Please consult Section 18.81.270, *et seq.* of the Inyo County Code for details on how to appeal this decision. You have 15 days from service of this Order to file an appeal.

Date: 9/26/2023

By:   
Cathreen Richards  
Planning Director



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**PROOF OF SERVICE**

I, **Mallory Watterson**, am employed in the County of Inyo, over the age of 18 years and not a party to the within entitled action. My business address is 224 N. Edwards Street, P.O. Box M, Independence, CA 93526.

On, **September 27, 2023**, I served the foregoing document(s) described as:

**Order After Hearing Regarding  
Revocation/Modification Proceedings for Permit HSTR 2021-16/Collins**

on all parties in said action as shown below:

**Steve Schuster and Marcia Binnendyk  
500 Alabama Dr.  
Lone Pine, CA 93545  
homesweetprop@gmail.com**

**Coldwell Banker  
Attn: Annelise Collins  
1608 Montana Ave.  
Santa Monica, CA 90403  
annelisecollins3@gmail.com**

**Blue Sky Realty  
Attn: Jenifer Castaneda  
124 N. Main St.  
Lone Pine, CA 93545  
jen@BlueSkyLonePine.com**

(By Mail) I personally deposited said envelope(s) with the United States Postal Service at Bishop, California with first class postage thereon fully prepaid.

(By Express Mail/Overnight Delivery) I caused such envelope to be delivered by hand to the office of the addressee via Express Mail overnight delivery of the U.S. Postal Service pursuant to C.C.P. § 1013(c), with delivery fees fully prepaid.

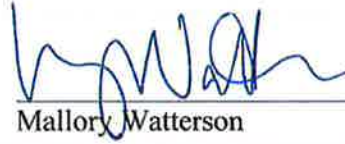
(By email) By emailing a true copy to party(ies) listed.

(By Personal Service) I caused such envelope(s) to be delivered personally to the office(s) of addressee(s).

**Exhibit B**

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: 09/27/2023



Mallory Watterson

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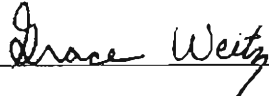
# Exhibit C

**Joint Statement of Undisputed Material Facts**  
**Appeal No. 2023-01 Revocation of Hosted Short Term Rental Permit 2021-06/Collins**

**Inyo County Planning Commission**  
**Hearing Date: November 15, 2023**

In a joint effort to expedite proceedings, Petitioner Steve Schuster and Respondent Inyo County Planning Department jointly stipulate that the below facts are both relevant to the issues to be decided at the Appeal Hearing and undisputed:

1. The property located at 500 Alabama Drive in Lone Pine, CA (“the Property”) was owned by Annelise Collins until September 5, 2023. On September 5, 2023, the Property transferred to Steve Schuster and Marcia Binnendyk.
2. In 2021, Annelise Collins was granted a permit to operate a hosted short-term rental at the Property (“the Permit”). Among other conditions, the Permit required that a host be present on site at all times while guests are present. During her ownership of the Property, Annelise Collins violated the terms of the Permit on numerous occasions by allowing guests to rent the Property without a host present. On August 11, 2023, the owner of the neighboring property, Cheryl Howerton, informed the Planning Department that she had observed numerous instances of short-term renters on the Property with no host present. Additionally, Associate Planner Ryan Smith-Standridge visited the Property on August 18, 2023 and confirmed that guests were present on the Property without a host. Ms. Smith-Standridge also observed that Ms. Collins’ AirBnb listing stated “we do not reside on the property.”
3. Mr. Schuster opened escrow on the Property in July 2023. Mr. Schuster was first informed that the Planning Department was investigating a potential violation of the Permit on August 15, 2023, at 9:37 PM.
4. Mr. Schuster signed loan documents on September 1, 2023, and closed escrow on September 5, 2023. Mr. Schuster received a discount on the purchase price of the Property due to the lack of legally required disclosures regarding neighbor disputes and pending actions regarding the permit, both of which should have been disclosed.
5. Since their purchase of the Property, Steve Schuster and Marcia Binnendyk have never operated a short-term rental on the Property or acted in violation of the Permit. Steve Schuster and Marcia Binnendyk have not operated a short-term rental anywhere or at any time.
6. During the years Annelise Collins operated the STR, she had well over 100 rentals with the only formal complaint being from Cheryl Howerton in August 2023.

<p><b>For Petitioner Steve Schuster:</b></p> <p>Signed: <u></u></p> <p>Name: <u>Steve Schuster</u></p> <p>Date: <u>11/14/2023</u></p>	<p><b>For Respondent Inyo County Planning Department:</b></p> <p>Signed: <u></u></p> <p>Name: <u>Grace Weitz, Counsel for Planning Dept.</u></p> <p>Date: <u>November 14, 2023</u></p>
--	--

# Exhibit D



1 **PROOF OF SERVICE**

2 I, **Mallory Watterson**, am employed in the County of Inyo, over the age of 18 years and not a party  
3 to the within entitled action. My business address is 224 N. Edwards Street, P.O. Box M,  
4 Independence, CA 93526.

5 On, **NOVEMBER 21, 2023**, I served the foregoing document(s) described as:

6 **ORDER AFTER HEARING - APPEAL NO. 2023-01 REVOCATION OF HOSTED SHORT**  
7 **TERM RENTAL PERMIT 2021-06/COLLINS**

8 on all parties in said action as shown below:

9 **Steve Schuster**  
10 **327 N. Sunset Ave.**  
11 **West Covina, CA 91790**  
12 **homesweetprop@gmail.com**

13  (By Mail) I personally deposited said envelope(s) with the United States Postal Service at  
14 Bishop, California with first class postage thereon fully prepaid.

15  (By email) By emailing a true copy to party(ies) listed.

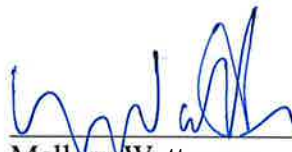
16 **Grace Weitz**  
17 **gweitz@inyocounty.us**

18  (By Personal Service) I caused such envelope(s) to be delivered personally to the office(s) of  
19 addressee(s).

20  (By email) By emailing a true copy to party(ies) listed.

21 I declare under penalty of perjury under the laws of the State of California that the foregoing is true  
22 and correct.

23 Dated: 11/21/2023

24   
25 \_\_\_\_\_  
26 Mallory Watterson

**Order After Hearing**  
**Appeal No. 2023-01 Revocation of Hosted Short Term Rental Permit 2021-06/Collins**


**Inyo County Planning Commission**  
**Hearing Date: November 15, 2023**

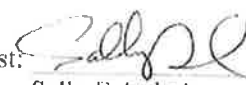
Pursuant to Inyo County Code section 18.81, a Hearing was held before the Inyo County Planning Commission during its November 15, 2023 meeting regarding Steve Schuster's appeal of Director Richard's September 26, 2023 decision revoking Permit No. HSTR 2021-16/Collins.

After receiving evidence and argument from both Mr. Schuster and the Inyo County Planning Department and conducting a de novo review of Director Richard's September 26, 2023 decision, the Planning Commission voted to uphold Director Richard's September 26, 2023 revocation of Permit No. HSTR 2021-16/Collins. The vote was 4-1 in favor of revocation, with Commissioners Morley, Vogel, Peak, and Kemp voting to uphold the September 26 revocation and Commissioner Lehwald voting to overturn the September 26 revocation.

Accordingly, Permit No. HSTR 2021-16/Collins is hereby revoked. All rentals of less than 30 days at 500 Alabama Drive in Lone Pine, CA must immediately cease unless a timely appeal of this order is filed.

Date: November 17, 2023

Signed:   
Commissioner Vogel  
Chair of the Planning Commission

Attest:   
Sally Faircloth  
Clerk of the Planning Commission



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**PROOF OF SERVICE**

I, **Mallory Watterson**, am employed in the County of Inyo, over the age of 18 years and not a party to the within entitled action. My business address is 224 N. Edwards Street, P.O. Box M, Independence, CA 93526.

On, **JANUARY 2, 2024**, I served the foregoing document(s) described as:

**ORDER AFTER HEARING - APPEAL NO. 2023-01 REVOCATION OF HOSTED SHORT TERM RENTAL PERMIT 2021-06/COLLINS**

on all parties in said action as shown below:

**Steve Schuster**  
**327 N. Sunset Ave.**  
**West Covina, CA 91790**  
**homesweetprop@gmail.com**

**Grace Weitz**  
**gweitz@inyocounty.us**

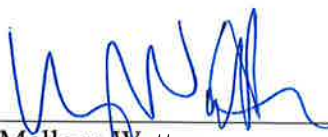
(By Mail) I personally deposited said envelope(s) with the United States Postal Service at Bishop, California with first class postage thereon fully prepaid.

(By email) By emailing a true copy to party(ies) listed.

(By Personal Service) I caused such envelope(s) to be delivered personally to the office(s) of addressee(s).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: 01/02/2024

  
\_\_\_\_\_  
Mallory Watterson

# Exhibit E

NOTICE OF APPEAL

12/5/2023

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

RECEIVED  
DEC 11 2023  
Inyo County Administrator  
Clerk of the Board

To: Inyo county Clerk of the Board:

This letter shall serve as a notice of appeal from the Appeal 2023-01 which appealed the Order After Hearing Regarding Revocation/Modification Proceeding for Permit HSTR 2021-16/Collins. The appeal hearing was held on November 15, 2023 at 10:00 am.

Despite the proof of service indication, I still have not received a written decision. I did receive an email stating that the revocation is upheld.

The required \$300.00 fee is enclosed.

I can be reached by mail at 327 N Sunset Avenue, West Covina, CA 91790 or by phone at (213) 281-1296. My email is [homesweetprop@gmail.com](mailto:homesweetprop@gmail.com).

Thank you for your attention to this matter.

Sincerely,



Steve Schuster

Current Owner  
500 Alabama Drive Lone Pine

Enc: Check # 3709 - \$300<sup>00</sup>

# Exhibit F



EL CAMINO SIERRA

## BOARD OF SUPERVISORS COUNTY OF INYO

P. O. BOX N • INDEPENDENCE, CALIFORNIA 93526  
TELEPHONE (760) 878-0373  
e-mail: [dellis@inyocounty.us](mailto:dellis@inyocounty.us)

MEMBERS OF THE BOARD  
TRINA ORRILL  
JEFF GRIFFITHS  
SCOTT MARCELLIN  
JENNIFER ROESER  
MATT KINGSLEY

NATE GREENBERG  
*Clerk of the Board*

DARCY ELLIS  
*Assistant Clerk of the Board*

### NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Inyo County Board of Supervisors will conduct a public hearing on Tuesday, February 20, 2024 at 1 p.m. in the Board of Supervisors Room, County Administrative Center, 224 N. Edwards St., Independence, to consider the following appeal:

**Appeal #2023-04 Steve Schuster Appeal of 11/15/23 Planning Commission Decision Regarding Short Term Rental Permit 2021-06/Collins.**

On November 15, 2023, the Inyo County Planning Commission held a hearing on Steve Schuster's challenge to Planning Director Richards' September 26, 2023 Decision revoking Permit No. HSTR 2021-16/Collins. This permit is associated with the property located at 500 Alabama Drive in Lone Pine, CA (APN 026-370-11). At this hearing, the Planning Commission voted 4-1 to uphold Director Richards' decision to revoke the permit. Director Richards' September 26 Decision was based on evidence of repeated violations of the STR permit by prior property owner Annelise Collins. Specifically, Ms. Collins repeatedly allowed STR guests to rent the property without a host onsite, as required by the Permit.

Mr. Schuster is now challenging the Planning Commission's decision and requesting that the Board of Supervisors overturn the Planning Commission's decision and reinstate Short Term Rental Permit 2021-06/Collins.

If you challenge any finding, determination, or decision made regarding these actions during this Public Hearing in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing, or in written correspondence delivered to the Inyo County Board of Supervisors.

Written objections and protests may be filed with the Inyo County Supervisors by delivery to the Assistant Clerk of the Board, County of Inyo Administrative Center, 224 N. Edwards St., Independence, by mailing to the Inyo County Board of Supervisors at P.O. Box N, Independence, California 93526, or emailing [dellis@inyocounty.us](mailto:dellis@inyocounty.us) so that the protest is received by the Board prior to the conclusion of the hearing. For additional information, please contact the Planning Department at (760) 878-0263 or visit the Department's website at <http://inyoplanning.org/>.

Attention Legal Notices:

PLEASE PUBLISH IN THE Saturday, Feb. 3 issue of the Inyo Register.

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**PROOF OF SERVICE**

I, **Mallory Watterson**, am employed in the County of Inyo, over the age of 18 years and not a party to the within entitled action. My business address is 224 N. Edwards Street, P.O. Box M, Independence, CA 93526.

On, **February 7, 2024**, I served the foregoing document(s) described as:

**NOTICE OF PUBLIC HEARING - APPEAL NO. 2023-04  
STEVE SCHUSTER APPEAL OF 11/15/2023 PLANNING COMMISSION DECISION  
RE: SHORT TERM RENTAL PERMIT 2021-06/COLLINS**

on all parties in said action as shown below:

**Steve Schuster**  
**327 N. Sunset Ave.**  
**West Covina, CA 91790**  
**homesweetprop@gmail.com**

**Grace Weitz**  
**gweitz@inyocounty.us**


(By Mail) I personally deposited said envelope(s) with the United States Postal Service at Bishop, California with first class postage thereon fully prepaid.

(By email) By emailing a true copy to party(ies) listed.

(By Personal Service) I caused such envelope(s) to be delivered personally to the office(s) of addressee(s).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: 02/07/2024

  
\_\_\_\_\_  
Mallory Watterson



# INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

February 20, 2024

Reference ID:  
2024-123

### Treasury Status Report for the Quarter Ending December 31, 2023

**Treasurer-Tax Collector**

NO ACTION REQUIRED

**ITEM SUBMITTED BY**

Moana Chapman, Deputy Treasurer-Tax Collector

**ITEM PRESENTED BY**

Alisha McMurtrie, Treasurer

**RECOMMENDED ACTION:**

Review the Treasury Status Report for the Quarter Ending March 31, 2023, and direct any questions to the County Treasurer.

**BACKGROUND / SUMMARY / JUSTIFICATION:**

The report is provided pursuant to the provisions of Section 53646(b) of the Government Code. The primary purposes of the report are to disclose the following:

- o the investments and deposits of the treasury;
- o the cost basis and market values of the investments;
- o compliance to the County Investment Policy;
- o the weighted average of the investments; and
- o the projected ability of the treasury to meet the expected expenditure requirements of the treasury's

pooled participants for the next six months.

**FISCAL IMPACT:**

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

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

N/A

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

Pursuant to Section 53646(g) of the Government Code, copies of this report, while no longer mandated, will continue to be provided to the members of the Treasury Oversight Committee.

**ATTACHMENTS:**

1. 12-31-2023 Treasury Status Report

**APPROVALS:**

Moana Chapman	Created/Initiated - 1/30/2024
Darcy Ellis	Approved - 2/1/2024
Moana Chapman	Approved - 2/1/2024
Alisha McMurtrie	Final Approval - 2/1/2024





COUNTY OF INYO  
TREASURER-TAX COLLECTOR  
168 NORTH EDWARDS STREET  
POST OFFICE DRAWER O  
INDEPENDENCE, CA 93526-0614  
(760) 878-0312 • (760) 878-0311 FAX  
[inyottc@inyocounty.us](mailto:inyottc@inyocounty.us)

ALISHA McMURTRIE  
TREASURER-TAX COLLECTOR  
[amcmurtrie@inyocounty.us](mailto:amcmurtrie@inyocounty.us)

TO: Honorable Members of the Inyo County Board of Supervisors  
FROM: Alisha McMurtrie, Treasurer-Tax Collector  
SUBJECT: Report of the Status of the Inyo County Treasury as of: December 31, 2023  
DATE: January 30, 2024

The following status report of the County Treasury as of 12-31-2023 is provided pursuant to the provisions of Section 53646(b) of the Government Code.

The attached copy of the “Treasurer’s Daily Reconciliation” provides a breakdown of the dollar amount of the Treasury assets by depository for monetary assets and by issuer for securities.

The attached copy of the custody statement from TRACKER, a Division of C2, LLC reflects, among other things, the following information regarding each security held: issuer, maturity date; CUSIP number; face amount; cost basis; and market value (calculated by Merrill Lynch).

The weighted average maturity of the investments of the Treasury was 528 days.

The latest PARS/OPEB investment statement is attached for reference.

It is anticipated that the County Treasury will be able to meet the liquidity requirements of its pooled participants for the next six months.

The investment portfolio is in compliance with the Inyo County Treasury Investment Policy.

NOTES: Regarding Inyo County’s monetary assets held outside the County Treasury:

- Various Inyo County Departments and treasury pool participants maintain and administer bank checking accounts outside the County Treasury.
- Inyo County’s PARS relationship for our OPEB investment began in June 2010. To date: the PARS balance as of: 12/31/2023 was \$10,930,986.11 (Principal: \$10,437,336.94 plus Contributions: \$00.00 plus Interest: \$496,026.77 less Fees: \$-2,377.60)

C: Members of the Inyo County Treasury Oversight Committee

**TREASURER'S DAILY RECONCILIATION**

For the Business Day of:  
12/29/2023

**AUDITOR BALANCES:**

Beginning "Claim on Cash in Treasury"	<b>\$236,358,868.91</b>	
Deposit Authorizations	\$983,838.29	
Checks Paid on:                   12/28/2023	<b>(\$137,862.40)</b>	BMO HARRIS BANK
Journal Entry:	\$0.00	
Outgoing Debits:	<b>(\$1,685,645.96)</b>	12/29/2023 SEE ATTACHED EXHIBIT "A" FOR OUTGOING DEBIT DETAILS
Ending "Claim on Cash in Treasury"	<b>\$235,519,198.84</b>	

**TREASURER BALANCES:**

**CASH ON HAND:**

Drawer	\$8.57
Vault	\$2,149.00

**CHECKS ON HAND:**

Date:	12/29/2023	\$98,192.22
Date:		
Date:		
Date:		

**BANK ACCOUNTS:**

Bank of Montreal #0407 - General Account	\$13,019,233.64
U.S. Bank #0045 - General Account	\$974,044.23
Eastern Sierra CB #6463 - General	\$1,883,079.25
El Dorado #2107 - General Account	\$14,307.82

**INVESTMENTS:**

		<i>Agency</i>	<i>Limit</i>
Local Agency Investment Fund	\$35,000,000.00		50,000,000
BMO Money Market	\$5,098,220.55	2.16%	of 5.00%
UBS Money Market	\$3,500,000.00	1.49%	of 5.00%
U.S. Bank Money Market	\$5,000,875.00	2.12%	of 5.00%
CDs	\$4,957,000.00	2.10%	of 30.00%
Commercial Paper	\$19,255,918.05	8.18%	of 15.00%
Corporate Obligation	\$0.00	0.00%	of 30.00%
Federal Agencies	\$147,009,920.00	62.42%	of 100.00%
Federal Agencies-Treasury Notes/Bonds	\$0.00	0.00%	of 100.00%
Local Agencies	\$140,975.67	0.06%	of 10.00%
Grand TTL Investments	\$219,962,909.27		

**NOTES**

Maturities > 1 Year	\$ 134,239,940.83	57.00%	of 60.00%
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**GRAND TOTAL TREASURY BALANCE:**

**\$235,953,924.00**

**RECONCILIATION**

Treasury Over/Short: \$434,725.16

**Explanation:**

\$515.98	12/29/23 PIONEER PERS - PEPPA
\$2,202.95	12/29/23 PIONEER PERS - CLASSIC
<b>(\$4,943,533.33)</b>	12/29/23 CUSIP# 22533UZV8 - MATURED
\$5,000,000.00	12/29/23 US BANK MMA: SETTLEMENT
\$141,579.48	12/28/23 ICOE PY: PERS CLASSIC
\$245,232.08	12/28/23 ICOE PY: PERS PEPPA
<b>(\$11,272.00)</b>	12/22/23 VAULT DEPOSIT IN TRANSIT

**(\$34.70)**

12/18/23 ED #2107: SIFPD - WF AA NOV '23 | CK# 178

**(\$35.73)**

11/17/23 SIFPD: WELLS FARGO AA - DEC '23 | CHECK# 175

\$434,725.16

<b>EXHIBIT "A"</b>	
<b>OUTGOING DEBIT DETAILS</b>	
Aud PY - SD State Taxes	(\$14.21)
Aud PY - SD State Taxes	(\$26.37)
Aud PY - SD State Taxes	(\$65.00)
Aud PY - SD State Taxes	(\$126.29)
Aud PY - SD State Taxes	(\$193.43)
Aud PY - SD Federal Taxes	(\$243.58)
Aud PY - SD Federal Taxes	(\$254.50)
Aud PY - SD Federal Taxes	(\$271.28)
Aud PY - SD State Taxes	(\$288.14)
Aud PY - SD Federal Taxes	(\$503.28)
Aud PY - SD Federal Taxes	(\$524.84)
Aud PY - SD State Taxes	(\$606.08)
Aud PY - SD Federal Taxes	(\$692.48)
Aud PY - CASDU	(\$743.51)
Aud PY - SD Federal Taxes	(\$821.12)
Aud PY - SD Federal Taxes	(\$1,313.74)
Aud PY - EMPOWER	(\$2,160.00)
Aud PY - SD Federal Taxes	(\$2,170.42)
Aud PY - VALIC	(\$2,275.00)
Aud PY - SD Federal Taxes	(\$2,770.02)
Aud PY - SD Federal Taxes	(\$4,420.95)
Aud PY - ORION	(\$5,405.25)
Auditor - Corporate Vendor Pmt	(\$7,742.00)
Aud PY - MISSION SQUARE	(\$8,675.95)
Auditor - Personal Payment	(\$9,109.60)
Aud PY - Payroll	(\$28,524.26)
Aud PY - Special District PY	(\$38,167.51)
Administration	(\$39,927.72)
Aud PY - State Taxes	(\$65,688.48)
Auditor	(\$102,705.00)
Aud PY - Federal Taxes	(\$354,244.77)
Aud PY - Payroll	(\$1,002,252.25)
Aud PY - PERS	(\$515.98)
Aud PY - PERS	(\$2,202.95)
<b>TOTAL</b>	<b>(\$1,685,645.96)</b>

TREASURER'S DAILY RECONCILIATION  
For the Business Day of

12/29/2023

Prepared and attached by: Moana Chapman







**COUNTY OF INYO  
PARS OPEB Trust Program**

**Account Report for the Period  
12/1/2023 to 12/31/2023**

Nathan Greenberg  
County Administrative Officer  
County of Inyo  
P.O. Drawer N  
Independence, CA 93526

### Account Summary

Source	Beginning Balance as of 12/1/2023	Contributions	Earnings	Expenses	Distributions	Transfers	Ending Balance as of 12/31/2023
OPEB	\$10,437,336.94	\$0.00	\$496,026.77	\$2,377.60	\$0.00	\$0.00	\$10,930,986.11
<b>Totals</b>	<b>\$10,437,336.94</b>	<b>\$0.00</b>	<b>\$496,026.77</b>	<b>\$2,377.60</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$10,930,986.11</b>

### Investment Selection

Source	
OPEB	Moderate HighMark PLUS

### Investment Objective

Source	
OPEB	The dual goals of the Moderate Strategy are growth of principal and income. It is expected that dividend and interest income will comprise a significant portion of total return, although growth through capital appreciation is equally important. The portfolio will be allocated between equity and fixed income investments.

### Investment Return

Source	1-Month	3-Months	1-Year	Annualized Return			Plan's Inception Date
				3-Years	5-Years	10-Years	
OPEB	4.75%	9.22%	14.07%	2.07%	7.25%	5.59%	6/16/2010

Information as provided by US Bank, Trustee for PARS; Not FDIC Insured; No Bank Guarantee; May Lose Value

Past performance does not guarantee future results. Performance returns may not reflect the deduction of applicable fees, which could reduce returns. Information is deemed reliable but may be subject to change.

Investment Return: Annualized rate of return is the return on an investment over a period other than one year multiplied or divided to give a comparable one-year return.

Account balances are inclusive of Trust Administration, Trustee and Investment Management fees

**TO:** Department of Alcoholic Beverage Control  
 4800 STOCKDALE HWY  
 STE 213  
 BAKERSFIELD, CA 93309  
 (661) 395-2731

File Number: **655953**  
 Receipt Number: **2864312**  
 Geographical Code: **1400**  
 Copies Mailed Date: **January 18, 2024**  
 Issued Date: **SS**

DISTRICT SERVING LOCATION: **BAKERSFIELD**

First Owner: **BADWATER BREWING LLC**  
 Name of Business: **DEATH VALLEY BREWING**  
 Location of Business: **59 OLD SPANISH TRAIL BLDG 1 STE A  
 TECOPA, CA 92389**

RECEIVED  
**FEB 1 2023**  
 Inyo County Administrator  
 Clerk of the Board

County: **INYO**  
 Is Premises inside city limits: **Yes**      Census Tract: **0008.00**

Mailing Address:(If different from premises address)  
**1740 RED ROCK  
 PAHRUMP, NV 89048**

Type of license(s): **23**      Dropping Partner: Yes \_\_\_ No

Transferor's license/name: **640405 / ZELLHOEFER, CHERYL KAY**

<u>License Type</u>	<u>Transaction Type</u>	<u>Master</u>	<u>Secondary LT And Count</u>		
23 - Small Beer Manufacturer	PER	Y			
<u>License Type</u>	<u>Transaction Description</u>	<u>Fee Code</u>	<u>Dup</u>	<u>Date</u>	<u>Fee</u>
Application Fee	FEDERAL FINGERPRINTS	NA	1	01/18/24	\$24.00
Application Fee	STATE FINGERPRINTS	NA	1	01/18/24	\$39.00
Application Fee	PERSON TO PERSON TRF	NA	1	01/18/24	\$365.00
23 - Small Beer Manufacturer	ANNUAL FEE	NA	1	01/18/24	\$435.00
Total					\$863.00

Have you ever been convicted of a felony? **No**  
 Have you ever violated any provisions of the Alcoholic Beverage Control Act, or regulations of the Department pertaining to the Act? **No**

STATE OF CALIFORNIA      County of INYO      Date: January 18, 2024

Applicant Name(s)

**BADWATER BREWING LLC**