



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



AMENDED 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. (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 September 24, 2024 8:30 AM

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

CLOSED SESSION

- 2) **Conference with County's Labor Negotiators – Pursuant to Government Code §54957.6** – Regarding employee organizations: Deputy Sheriff's Association (DSA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Nate Greenberg, Deputy Personnel Director Keri Oney, County Counsel John-Carl Vallejo, Assistant County Counsel Christy Milovich, Auditor-Controller Amy Shepherd, and Assistant CAO Denelle Carrington.
- 3) **Conference with Real Property Negotiators – Pursuant to paragraph (1) of subsection (b) of Government Code §54956.8** – Property: 233 E. Elm St., Bishop, CA 93514. Agency Negotiators: Nate Greenberg, Meaghan McCamman, Anna Scott, Jeff Thomson, John-Carl Vallejo, and Grace Weitz. Negotiating parties: Inyo County and Harry Bhakta. Under negotiation: price and terms of payment.

- 4) **Conference with Legal Counsel - Anticipated Litigation** - Initiation of litigation pursuant to § 54956.9(d)(4): 1 case.
- 5) **Public Employee Performance Evaluation – Pursuant to Government Code §54957** – Title: 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.**
- 6) **Pledge of Allegiance**
 - 7) **Report on Closed Session as Required by Law**
 - 8) **Public Comment**
Comments may be time-limited
 - 9) **County Department Reports**

CONSENT AGENDA

10) Minutes from the September 10, 2024 Meeting

Clerk of the Board | Assistant Clerk of the Board

Recommended Action:

Approve the minutes from the regular Board of Supervisors meeting of September 10, 2024.

11) Support for Reconnecting Communities Grant and Resolution Authorizing Application Submittal

County Administrator | Elaine Kabala, Executive Director, Eastern Sierra Council of Governments

Recommended Action:

- A) Adopt Resolution No. 2024-28, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Authorizing the Eastern Sierra Council of Governments to Submit an Application for the U.S. Department of Transportation Reconnecting Communities Pilot Program;" and
- B) Approve and authorize the Chairperson to sign a letter of support for the grant application.

12) Authorization to Apply for Cybersecurity Grant

County Administrator - Emergency Services | Mikaela Torres

Recommended Action:

Approve submission of Inyo County's grant application for the FY 2024 State and Local Cybersecurity Grant Program (SLCGP), and authorize the County Administrative Officer to sign.

13) Local Area Technical Assistance Grant Phase 2-A Contract with Onward

County Administrator | Scott Armstrong
5 minutes

Recommended Action:

Ratify and approve the agreement between the County of Inyo and Inyo Networks, Inc., doing business as Onward, of Rancho Cucamonga, CA, for the provision of detailed network engineering design services as part of the LATA Grant (Phase 2-A) in an amount not to exceed \$220,000 for the period of September 24, 2024 through January 25, 2025, and authorize the Chairperson to sign.

14) Approval of Renewal of Land Mobile Radio Site Leases on Cerro Gordo

County Administrator - Information Services | Noam Shendar

Recommended Action:

Approve the amendments to the leases between the County of Inyo and Mountain Investments, extending the leases by 10 years to August 2034, contingent upon the Board's approval of future budgets, and authorize the Chief Information Officer to sign.

15) Approval of Purchase of Land Mobile Radios for the Sheriff's Office

County Administrator - Information Services | Noam Shendar

Recommended Action:

Authorize two purchase orders in an amount not to exceed \$155,000 and \$65,000, respectively, payable to BlackPoint LLC of Gardnerville, NV, for in-vehicle and handheld radios (respectively) for the Sheriff's Office.

16) Electrical Cost Sharing Agreement with Caltrans for the Installation, Operations, Maintenance, Repair, and Replacement of Meadow Farms Pedestrian Lighting

Public Works | Michael Errante

Recommended Action:

Approve the cost sharing agreement between the County of Inyo and the Department of Transportation of California (Caltrans) for the electrical sharing costs of 47 pedestrian scale lights on U.S. 395 from See Vee Lane to 0.1 mile north of Barlow Lane, and authorize the Chairperson to sign.

17) Amendment No. 2 to the Contract between the County of Inyo and Stantec (formerly Cardno, Inc.) of Zephyr Cove, NV

Public Works | Michael Errante

Recommended Action:

Approve Amendment No. 2 to County of Inyo Standard Contract No. 146.1 between the County of Inyo and Stantec (formerly Cardno, Inc.) of Zephyr Cove, NV for the provision of Environmental and Engineering Services, changing the end date of the contract from October 31, 2024 to December 31, 2025 for the Lone Pine Town Streets Project, and authorize the Chairperson to sign.

18) Accuracy of an Estimate for Sidewalk Railing Fabrication and Installation in Lone Pine

Public Works - Road Department | Michael Errante

Recommended Action:

Pursuant to Public Contract Code section 20394, find that the estimated expense of the work to be done within the County right-of-way at the intersection of Jackson Street and Bush Street in Lone Pine is less than \$25,000 and authorize the Road Commissioner to enter into a contract to perform the work.

19) Annual Special Event Permit for the Big Pine High School Homecoming Parade

Public Works | Michael Errante

Recommended Action:

Approve the temporary closure of School Street in Big Pine with detours between the hours 8 a.m. and 10 a.m. on October 5, 2024 for the purpose of the Big Pine Annual High School Homecoming Parade.

20) Temporary Closure of Tinnemaha Road/Old Highway 395 for Sierra Nevada Bighorn Sheep Demographic Studies

Public Works | Michael Errante

Recommended Action:

Approve the temporary closure of Tinnemaha Road (Old 395) approximately 6 miles south of Aberdeen and Hogback Road with detours between U.S. 395 and Black Rock Springs Road from October 15-22, 2024 for the purpose of the California Department of Fish and Wildlife's annual Sierra Bighorn Sheep monitoring program.

21) 2024 Patrol and Controlled Substance Annual Operating and Financial Plan

Sheriff | Mike Atkins

Recommended Action:

- A) Approve Agreement 20-LE-11051360-040, Modification No. 8 between the County of Inyo and U.S. Forest Service for the provision of controlled substance operations for a funding amount of up to \$10,000 for the period of October 1, 2024, through December 31, 2025, contingent upon the Board's approval of the Fiscal Year 2024-2025 Budget;
- B) Approve Agreement 20-LE-11051360-040, Modification No. 8 between the County of Inyo and U.S. Forest Service for the provision of forest service patrols in funding amount up to \$18,918 for October 1, 2024, through December 31, 2025, contingent upon the Board's approval of the Fiscal Year 2024-2025 Budget; and
- C) Authorize the Sheriff or designee to sign.

REGULAR AGENDA

22) Adoption of the Fiscal Year 2024-2025 Final Board Approved Budget

County Administrator | Nate Greenberg
20 minutes

Recommended Action:

- A) Conduct a review and discussion of the Fiscal Year 2024-2025 Final Approved Budget, including but not limited to:
 1. Those changes to the County Administrative Officer (CAO) Recommended Budget that were directed by the Board to be included in the Final Budget; and
 2. Any other changes which may be made as a result of today's discussion;
- B) Adopt the Fiscal Year 2024-2025 as recommended by the County Administrator and as amended, and as directed on September 10, 2024; and
- C) Approve Resolution No. 2024-29, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Adopting a Final Budget for Fiscal Year 2024-2025," and authorize the Chairperson to sign.

23) Contract between the County of Inyo and Eastern Sierra Engineering for the Lone Pine Americans with Disabilities Act Sidewalk Project

Public Works | Michael Errante
5 minutes

Recommended Action:

- A) Ratify and approve the agreement between the County of Inyo and Eastern Sierra Engineering of Reno, NV for the provision of material testing services in an amount not to exceed \$109,750 for the period of May 1, 2024 through December 31, 2024, contingent upon the Board's approval of the Fiscal Year 2024-2025 Budget, and authorize the Chairperson to sign; and
- B) Authorize staff to pay last fiscal year's (2023/2024) outstanding invoices from Eastern Sierra Engineering dated June 5, 2024, in the amount of \$15,461.10, and July 8, 2024, in the amount of \$31,921.76.

24) Management and Non-Represented Resolution Regarding Changes to Health Insurance

County Administrator - Personnel | Keri Oney
2 minutes

Recommended Action:

Approve Resolution No. 2024-30 titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Setting Certain Salary and/or Terms of Conditions of Employment for Management and Non-Represented Employees Employed in the Several Offices or Institutions of the County of Inyo, which shall Amend Resolution No. 2024-05," and authorize the Chairperson to sign.

25) Appointed Officials Resolution Regarding Changes to Health Insurance

County Administrator - Personnel | Keri Oney
2 minutes

Recommended Action:

Approve Resolution No. 2024-31 titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Amending Resolution 2006-06 And Setting Salary and/or Terms of Conditions of Employment for Appointed Officials Employed in the Several Offices or Institutions of the County of Inyo," and authorize the Chairperson to sign.

ADDENDUM 25A) Retiree Resolution Regarding Changes to Health Benefits

County Administrator - Personnel | Keri Oney
2 minutes

Recommended Action:

Approve Resolution No. 2024-32, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Rescinding and Replacing Resolutions 2003-23 and 2014-31, and Fixing the Employer's Contribution for Employees and the Employer's Contribution for Annuitants at the Same Amounts," and authorize the Chairperson to sign.

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



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COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

September 24, 2024

Reference ID:
2024-725

Minutes from the September 10, 2024 Meeting

Clerk of the Board

ACTION REQUIRED

ITEM SUBMITTED BY

Clerk of the Board

ITEM PRESENTED BY

Assistant Clerk of the Board

RECOMMENDED ACTION:

Approve the minutes from the regular Board of Supervisors meeting of September 10, 2024.

BACKGROUND / SUMMARY / JUSTIFICATION:

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

FISCAL IMPACT:

There is no financial impact associated with this agenda item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

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

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Not Applicable

APPROVALS:

Hayley Carter
Darcy Ellis

Created/Initiated - 9/17/2024
Final Approval - 9/17/2024

ATTACHMENTS:

- 1. Draft September 10, 2024 Minutes

MINUTES



County of Inyo Board of Supervisors

September 10, 2024

The Board of Supervisors of the County of Inyo, State of California, met in regular session at the hour of 8:31 a.m., on September 10, 2024, in the Board of Supervisors Room, County Administrative Center, Independence, with the following Supervisors present: Chairperson Matt Kingsley, presiding, Scott Marcellin, Jeff Griffiths, Jennifer Roeser and Trina Orrill. Also present: County Administrator Nate Greenberg, Assistant County Counsel John-Carl Vallejo, and Assistant Clerk of the Board Darcy Ellis.

*Closed Session
Public Comment*

The Chairperson asked for public comment related to closed session items and there was no one wishing to speak.

Closed Session

Chairperson Kingsley recessed open session at 8:31 a.m. to convene in closed session with all Board members present to discuss the following item(s): No. 2 **Conference with Real Property Negotiators – Pursuant to paragraph (1) of subsection (b) of Government Code §54956.8** – Property: Bishop, Independence, and Lone Pine Landfills. Agency Negotiators: Nate Greenberg, John-Carl Vallejo, Greg James. Negotiating parties: Inyo County and Los Angeles Department of Water and Power. Under negotiation: price and terms of payment; No. 3 **Conference with County's Labor Negotiators – Pursuant to Government Code §54957.6** – Regarding employee organizations: Deputy Sheriff's Association (DSA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Nate Greenberg, Deputy Personnel Director Keri Oney, County Counsel John-Carl Vallejo, Assistant County Counsel Christy Milovich, Auditor-Controller Amy Shepherd, and Assistant CAO Denelle Carrington; and No. 4 **Public Employee Performance Evaluation – Pursuant to Government Code §54957** – Title: County Administrator.

Open Session

Chairperson Kingsley recessed closed session and reconvened the meeting in open session at 9:07 a.m. with all Board members present.

Pledge of Allegiance

Chairperson Kingsley led the Pledge of Allegiance.

Report on Closed Session

County Counsel Vallejo reported that the Board met under Item Nos. 2 and 3 and said that no action was taken during closed session that is required to be reported. Vallejo said the Board would reconvene later in the meeting for further discussion.

Public Comment

The Chairperson asked for public comment related to items not calendared on the agenda and public comment was received from Jen Roeser, Joe Lattrell, Jose Garcia (who presented an event flier), and Courtnee Johansen and her students from Big Pine Elementary School.

*Clerk of the Board –
Approval of Minutes*

Moved by Supervisor Marcellin and seconded by Supervisor Roeser to approve the minutes from the regular Board of Supervisors meeting of September 3, 2024. Motion carried unanimously.

*CAO-Emergency Services –
Amended FEMA-Funded Unmanned Aircraft System Policy*

Moved by Supervisor Marcellin and seconded by Supervisor Roeser to approve the proposed amendment to the County's Federal Emergency Management Agency (FEMA)-Funded Unmanned Aircraft System (UAS) Policy and Protocol for Inyo County, covering additional requirements necessary for acquiring and operating UAS equipment. Motion carried unanimously.

CAO-Emergency Services – Community Navigator Program Grant Sub-Award Agreement

Moved by Supervisor Marcellin and seconded by Supervisor Roeser to approve the sub-award grant agreement with Coalitions and Collaboratives, Inc. for \$149,996 to be used for capacity-building, and authorize the County Administrative Officer to sign. Motion carried unanimously.

Public Works-Parks & Rec. – Diaz Lake Clean CA Grant Bid Package

Moved by Supervisor Marcellin and seconded by Supervisor Roeser to approve the plans and specifications for the Diaz Lake Welcoming and Beautification Project and authorize the Parks and Recreation Manager to advertise the project. Motion carried unanimously.

Public Works – Runway 12-30 Surface Treatment Project

Moved by Supervisor Marcellin and seconded by Supervisor Roeser to

- A) Award the contract for the Runway 12-30 Surface Treatment Project to American Road Maintenance of Tuscon, AZ as the successful bidder;
- B) Approve the construction contract between the County of Inyo and American Road Maintenance of Tuscon, AZ in the amount of \$722,250, contingent upon the Board's approval of the 2024-2025 Budget, and authorize the Chairperson to sign;
- C) Authorize the Public Works Director to execute all other project contract documents, including contract change orders, to the extent permitted by Public Contract Code Section 20142 and other applicable laws; and
- D) Approve the revised Plan & Specifications for the project with modifications that arose during bidding.

Motion carried unanimously.

Public Works – Snow Plow Purchase

Moved by Supervisor Marcellin and seconded by Supervisor Roeser to:

- A) Ratify and approve Amendment No. 3 to the agreement between the County of Inyo and Armstrong Consultants, whose name has changed to Lochner, of Grand Junction, CO, increasing the contract to an amount not to exceed \$222,372, contingent upon the Board's approval of the 2024-2025 Budget, and authorize the Chairperson to sign;
- B) Declare Wausau Equipment of New Berlin, WI the successful bidder for the procurement of an airport snow plow vehicle per the bids received on July 17, 2024; and
- C) Authorize the purchase of one airport snow removal vehicle from Wausau Equipment of New Berlin, WI, at an amount not to exceed \$396,775.

Motion carried unanimously.

Public Works – CA Indian Day Road Closures

Moved by Supervisor Marcellin and seconded by Supervisor Roeser to approve road closures on North See Vee, Diaz, and North Barlow Lanes with detours between the hours 7 a.m. and 12 p.m. on Friday, September 27, 2024, for the purpose of the annual Bishop Paiute Tribe and Toiyabe Indian Health Project California Indian Day Parade/Run. Motion carried unanimously.

Public Works – Big Pine Animal Shelter Project N.O.C./ Reso. No. 2024-27

The agenda item was moved from the Consent Agenda to the Regular Agenda for further discussion. Supervisor Roeser asked for and received confirmation that certain issues with the project have been remedied to the satisfaction of Building & Safety and the Sheriff's Office.

Moved by Supervisor Roeser and seconded by Supervisor Marcellin to approve Resolution No. 2024-27, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California Authorizing the Recording of a Notice of Completion for the Big Pine Animal Shelter Project," and authorize the Chairperson to sign. Motion carried unanimously.

CAO – FY 24-25 CAO Recommended Budget Public Hearing

Chairperson Kingsley opened the public hearing at 9:33 a.m.

CAO Greenberg introduced the Fiscal Year 2024-2025 budget and recognized the following Budget Team members and contributors: Assistant CAO Denelle Carrington, Auditor-Controller Amy Shepherd, Assistant Personnel Director Keri Oney, Deputy CAO Meaghan McCamman, and Administrative Analyst Miquela Beall.

Assistant CAO Carrington provided a detailed overview of the budget, which highlighted County revenues and expenses and presented visual comparisons of General Fund versus non-General Fund monies. CAO Greenberg followed-up with information on employee costs and personnel actions expected to affect the budget as well as Funded Deferred Maintenance and Parks Capital Improvement projects.

Auditor-Controller Shepherd provided information on Reserves, Contingencies, and Fund Balance monies and the Budget Team collectively provided recommendations and answered Board member questions. Auditor-Controller Shepherd certified the Fund Balance at \$5,173,633 – \$973,633 in excess of the amount used to balance the budget.

Recess/Reconvene

Chairperson Kingsley recessed the hearing at 10:37 a.m. and reconvened the hearing at 10:51 a.m. with all Board members present.

*CAO –
FY 24-25 CAO
Recommended Budget
Public Hearing
(Continued)*

Chairperson Kingsley asked if there were any departments wishing to provide feedback and/or Board members with questions on the proposed individual budgets. Additional information was provided to the Board by the following department heads: District Attorney Tom Hardy, Environmental Health Director Jerry Oser, Health and Human Services Director Anna Scott, Planning Director Cathreen Richards, Public Works Director Mike Errante, Sheriff Stephanie Rennie, and Probation Chief Jeff Thomson.

Chairperson Kingsley asked that it be on record that he feels money from Contingencies should be used to start abatement proceedings out of the Code Enforcement Office (in Planning) to demonstrate that the County is serious about property owners fixing code violations.

Board members requested that the following topics be agendized at a future date for additional discussion: Emergency Management Services Systems, Commercial Air Service Subsidy, a comprehensive assessment of the County Parks facilities, and the future of the Juvenile Hall Facility and its potential uses.

Chairperson Kingsley asked if there was anyone from the public who would like to provide comment and there was no one wishing to speak.

The Board continued discussion with staff on the best use of the excess Fund Balance and ultimately decided to allocate the monies in the following manner: \$400,000 to Accumulated Capital Outlay for facility projects; \$500,000 to Contingencies; and \$73,633 to Parks Improvements.

Supervisor Griffiths recommended the Board make a concerted effort to spend money from Contingencies when needed, noting that most years it goes untouched.

The Chairperson closed the public hearing at 12:08 p.m.

Moved by Supervisor Marcellin and seconded by Supervisor Roeser to:

- A) Adopt the Fiscal Year 2024-2025 Budget as recommended by the County Administrator;
- B) Prescribe the following allocation for use of the Excess Fund Balance: \$400,000 to Accumulated Capital Outlay, \$500,000 to Contingencies, with the remaining balance of \$73,633 going to the Parks Fund; and
- C) Set adoption of the Final Budget for September 24, 2024.

Motion carried unanimously.

Recess/Reconvene

The Chairperson recessed the regular meeting for a break at 12:10 p.m. and reconvened the meeting at 1:08 p.m. with all Board members present.

*Board of Supervisors –
Response to 23-24
Grand Jury Report*

CAO Greenberg introduced the item and Chairperson Kingsley asked if there was anyone who would like to provide input on the Grand Jury Report.

Discussion ensued between Board members, the CAO, and Treasurer Tax-Collector Alisha McMurtrie regarding the jury's report on "Problematic Implementation of the New Property Tax Management System" between the County and contractor Aumentum, which currently provides a program utilized by the Assessor, the Tax Collector, and the Auditor's offices.

Moved by Supervisor Griffiths and seconded by Supervisor Marcellin to approve the response to the 2023-2024 Grand Jury Final Report and accompanying transmittal letter and authorize the County Administrator to sign the letter. Motion carried unanimously.

*Personnel –
CCOA Side Letter*

Moved by Supervisor Griffiths and seconded by Supervisor Roeser to approve the Side Letter between the Inyo County Correctional Officers Association and the County of Inyo, to be implemented starting in the pay period beginning November 21, 2024, with benefit changes effective January 1, 2025. Motion carried unanimously.

Department Reports

HHS Director Anna Scott said that Public Health will offer roaming flu clinics during the month of October throughout the County and provided a handout with additional information. Scott also gave a status report on the recent implementation of the Mobile Crisis Unit and thanked local law enforcement agencies for their support.

Public Works Director Mike Errante said the department would be hosting the State of California Local Transportation Commission meeting September 25-26.

Treasurer Tax-Collector Alisha McMurtrie announced her retirement, thanked Board members and constituents, and said her final day will be on September 30. Board members expressed gratitude for her 26 years of dedicated service to the County of Inyo.

Public Comment

Chairperson Kingsley asked for public comment related to items not calendared on the agenda and comment was received from Linda Chaplin and Chelsea Benbrook.

*Board Member & Staff
Reports*

Supervisor Roeser said she attended the Emergency Medical Care Committee meeting and thanked Public Works Director Mike Errante for hosting the upcoming CTC meeting.

Supervisor Marcellin said he had been working with the Bishop Tribal Council regarding traffic safety issues on the Bishop Reservation and thanked CAO Greenberg, Deputy Public Works Director Shannon Platt, and Road Maintenance Supervisor Dale Renfro for assistance in working to set up road safety features to slow down traffic through that area.

Supervisor Orrill said she attended a Drug Court graduation.

Recess/Reconvene

The Chairperson recessed the regular meeting to return to closed session at 2:09 p.m. and reconvened the meeting in open session at 2:13 p.m. with all Board members present.

*Report on Closed
Session*

No action was taken during closed session that is required to be reported.

Adjournment

The Chairperson adjourned the meeting at 2:14 p.m. to 8:30 a.m. Tuesday, September 24, 2024, in the County Administrative Center in Independence.

Chairperson, Inyo County Board of Supervisors

Attest: *NATE GREENBERG*
Clerk of the Board

by: _____
Darcy Ellis, Assistant



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COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

September 24, 2024

Reference ID:
2024-719

Support for Reconnecting Communities Grant and Resolution Authorizing Application Submittal

County Administrator

ACTION REQUIRED

ITEM SUBMITTED BY

Elaine Kabala, Executive Director, Eastern Sierra Council of Governments

ITEM PRESENTED BY

Elaine Kabala, Executive Director, Eastern Sierra Council of Governments

RECOMMENDED ACTION:

- A) Adopt Resolution No. 2024-28, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Authorizing the Eastern Sierra Council of Governments to Submit an Application for the U.S. Department of Transportation Reconnecting Communities Pilot Program;" and
- B) approve and authorize the Chairperson to sign a letter of support for the grant application.

BACKGROUND / SUMMARY / JUSTIFICATION:

Caltrans District 9 has approached the Eastern Sierra Council of Governments (ESCOG) to serve a regional partner to prepare an application for the U.S. Department of Transportation Reconnecting Communities funding opportunity, which is the federal counterpart to the grant prepared last year under the Caltrans Highways-to-Boulevards program. The proposed scope would be reduced to reflect the investment Caltrans has made to advance the scope developed in the 2023 Highways-to-Boulevards submission to develop a Project Initiation Document (PID) funded for the 395 corridor to plan for infrastructure improvements.

The goal of the application would be to expand community engagement in developing a vision Eastern Sierra corridor to plan for infrastructure improvements, pedestrian safety improvements, and placemaking features and get community plans shovel-ready for implementation. The scope of work would building upon the phase of planning and engineering each community has already completed. The application would not include scope for environmental review or construction. The application is due on September 30th, 2024 and represents the last opportunity to apply under this funding program.

Description of Proposed Project Scope

The scope is broadly proposed as the following:

Phase 1: Consolidate already completed plans into a single corridor plan. Staff has been working with Caltrans and regional partners to develop a library of existing planning documents and previous visioning efforts.

- Confirm public support for the concepts proposed in past planning efforts. The ESCOG and its consultants will work with partner agencies to confirm the adopted plans are still relevant and desirable.
- Identify planning gaps for achieving the broader corridor vision. Several communities do not have plans in place documenting the communities' concerns regarding Highway 395 and a vision to mitigate those concerns in their central business district. These communities include Independence, Big Pine, and some Tribal communities.
- Identify common themes for incremental project implementation. Analysis of existing plans has identified similar traffic-calming solutions identified in each community, including standardized gateway signage for each community with a consistent Eastern Sierra branding, consistent speeds coming into communities, enhanced crosswalk visibility, streetscaping, and street trees.

Phase 2: Conduct planning studies for identified gaps. Several communities do not have individual downtown community or specific plans in place documenting the community's vision. The ESCOG and its consultants will work with partner agencies to develop a vision specific to the scope of this funding opportunity to address Main Street enhancements.

This phase can also be leveraged to implement identified next steps from other planning efforts if desired by the community in Phase 1 without committing to full design and engineering. For instance, the Bishop Area Access and Circulation Feasibility Study includes recommendations for an alternative truck route and improved City circulation which can be advanced by determining community support for a preferred alignment and conducting initial feasibility studies.

Phase 3: Prepare design / engineering for projects identified for near-term and long-term implementation. This phase will be informed by the Community Readiness Phase and Phase 1 to determine the status of existing planning projects and development of an implementation plan including budget requirements, required maintenance agreements between Caltrans and local jurisdictions, an implementation schedule aligning with Caltrans PID development schedules.

If ESCOG and D9 are awarded U.S. Department of Transportation funding, the moneys would be used to hire supplement ESCOG capacity with a dedicated project manager, and contracting consultants to refine and advance select ideas previously explored and identified in the many planning studies and bring them to a "shovel-ready" status. The scope of the project will be developed in partnership with member agency planning and LTC staff.

Partner Agency Support

ESCOG has received preliminary support to submit the application from all jurisdictions and will continue to work with them to define the scope of work. Subsequent Resolutions of Authority will be required from Member Agencies to receive funding.

FISCAL IMPACT:

No budget impacts are associated with the preparation of the grant application. Caltrans has generously provided staff to assist with writing and coordinating the application.

Staff estimate a grant budget of approximately \$1.5 million. The project will require a 20% match. The local matching share may consist partially or entirely of in-kind contributions, as well as contributions from the private sector and/or philanthropic organizations. Matching funds can include cost-share as appropriate. In limited circumstances, DOT may establish "pre-award" authority for recipients. If approved by DOT, pre-award authority permits DOT, after a grant agreement is executed, to pay for or count toward cost sharing or matching funds specific, identified costs that were incurred before that grant agreement was executed.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Do not attempt to apply for the grant. If the Inyo County Board of Supervisors provides direction to apply for the grant, ESCOG will work with Caltrans staff and member agency partners to prepare an application. Submittal and receipt of funds will require an authorizing resolution from the ESCOG Board, as well as each Member Agency.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Mono County; City of Bishop; Town of Mammoth Lakes; Caltrans District 9

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Community Revitalization Through Effective Planning

Thriving Communities | Community Supporting Infrastructure Improvements

Thriving Communities | Enhanced Health, Social, & Senior Services

Thriving Communities | Quality Parks and Recreation Amenities

Thriving Communities | Enhanced Transportation Services

Economic Enhancement | Local Businesses, Organizations, and Workforce

Economic Enhancement | Collaborative Regional Economic Development

High Quality Services | High-Quality County Government Services

APPROVALS:

Darcy Ellis	Created/Initiated - 9/17/2024
Darcy Ellis	Approved - 9/17/2024
Amy Shepherd	Approved - 9/17/2024
Nate Greenberg	Final Approval - 9/17/2024

ATTACHMENTS:

1. Draft Resolution 2024-28 - Reconnecting Communities
2. Letter Supporting Reconnecting Communities Grant

RESOLUTION NO. 2024-____

**A RESOLUTION OF BOARD OF SUPERVISORS,
COUNTY OF INYO, STATE OF CALIFORNIA,
AUTHORIZING THE EASTERN SIERRA COUNCIL OF GOVERNMENTS TO
SUBMIT AN APPLICATION FOR THE U.S DEPARTMENT OF
TRANSPORTATION RECONNECTING COMMUNITIES PILOT PROGRAM**

WHEREAS, on January 7, 2020, the Eastern Sierra Council of Governments convened as an established Joint Powers Authority as ratified by the votes of the governing bodies of its individual Member Agencies, understanding that it is necessary and desirable for the Eastern Sierra Council of Governments as a Joint Powers Authority to speak and to function on behalf of the region and to collectively identify and deliver opportunities to benefit the interests of Member Agencies' constituents; and

WHEREAS the Member Agencies agreed that the creation of a regional Joint Powers Authority that functions as a separate and discreet legal entity from individual Member Agencies would enable the Eastern Sierra Council of Governments to maximize and take advantage of opportunities for the region; and

WHEREAS, the Eastern Sierra Council of Governments Joint Powers Authority was organized to identify and apply for funding resources and receive funding for the planning and implementation of programs of regional impact or significance, and to implement such programs upon approval of the governing bodies of each Member Agency; and

WHEREAS, the Eastern Sierra Council of Governments is an eligible applicant for the U.S Department of Transportation Reconnecting Communities Pilot Program funding opportunity; and

WHEREAS, the U.S Department of Transportation Reconnecting Communities Pilot Program would have inter-jurisdictional benefits in Inyo and Mono Counties, which would enhance regional collaboration, advance the vitality of Eastern Sierra communities, and reinforce the regional identity of the iconic Eastern Sierra; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors, County of Inyo, State of California, that the Eastern Sierra Council of Governments is authorized to submit a U.S Department of Transportation Reconnecting Communities Pilot Program on behalf of the Eastern Sierra.

PASSED AND ADOPTED 24th day of September, 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Matt Kingsley, Board Chair

ATTEST: Nate Greenberg
Clerk of the Board

By: _____
Assistant Clerk of the Board



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



September 24, 2024

Reconnecting Communities Pilot Discretionary Grant Program
Office of the Secretary of Transportation
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590

Dear Reconnecting Communities Grant Selection Committee,

For more than half a century, U.S. Highway 395 in Inyo and Mono counties has prioritized moving goods and tourism traffic quickly through the Eastern Sierra. While serving as Main Street for many small towns, its four-lane design has compromised pedestrian safety, alternative transportation, and overall livability. Decades of widening projects have bifurcated Eastern Sierra Tribal communities and towns from Bridgeport to Lone Pine, leaving cyclists and pedestrians without dedicated spaces. Community-centered streets have become vehicle-centric corridors, leading to hazardous pedestrian school crossings, higher traffic speeds, increased collisions, noise, and pollution. These changes have reduced the livability of our towns, making properties along U.S. 395 undesirable for commerce and residential use.

Our communities seek to reclaim these spaces by transforming our Main Streets from mere thoroughfares back into thriving community hubs by creating vibrant multimodal streetscapes that invite residents and visitors to linger, shop, and connect. These changes will promote healthier lifestyles, encourage local businesses and mixed-use development, and foster a sense of place that reflects the unique character and history of each town. For these reasons and more, Inyo County supports the Eastern Sierra Council of Governments (ESCOG) in its application for a U.S. Department of Transportation Reconnecting Communities Grant. Our communities – from Bishop to Lone Pine – have borne the brunt of these widening projects, experiencing the negative impacts firsthand. We seek this opportunity to advance our vision for safer, more vibrant downtown areas.

This is a catalytic opportunity for our region, and we are excited to work with ESCOG and our communities to envision and design solutions that address these concerns. As a partner, Inyo County is committed and fully prepared to offer support through staff resources, project engagement, meeting space, volunteer time, technical support and more throughout the duration of the project if awarded. We believe this grant will help the Eastern Sierra U.S. 395 communities transform into safe, beautiful neighborhoods with vibrant, prosperous downtowns.

Sincerely,

Supervisor Matt Kingsley
Chair, Inyo County Board of Supervisors



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

September 24, 2024

Reference ID:
2024-700

Authorization to Apply for Cybersecurity Grant County Administrator - Emergency Services ACTION REQUIRED

ITEM SUBMITTED BY

Mikaela Torres, Emergency Services Manager

ITEM PRESENTED BY

Mikaela Torres, Emergency Services Manager

RECOMMENDED ACTION:

Approve submission of Inyo County's grant application for the FY 2024 State and Local Cybersecurity Grant Program (SLCGP), and authorize the County Administrative Officer to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

The FY 2024 State and Local Cybersecurity Grant Program (SLCGP) is a federal initiative designed to enhance the cybersecurity practices and resilience of state, local, and territorial governments. Funded through the Infrastructure Investment and Jobs Act (IIJA), the program aims to make targeted investments in cybersecurity to protect critical infrastructure and ensure the continuity of essential services. The SLCGP encourages recipients to address cybersecurity risks, strengthen governance structures, improve their cybersecurity posture, and implement security protections that align with national priorities and best practices.

Inyo County is seeking approval from the Board of Supervisors to submit an application for the full \$250,000 in funding through this program. At a minimum, the County is requesting \$200,000 to address critical cybersecurity challenges and strengthen its infrastructure against evolving threats. The proposed projects include conducting annual cybersecurity exercises, sending staff to cybersecurity conferences, updating the County's cybersecurity plan, and investing in necessary hardware and software.

As a remote and rural county, Inyo faces unique challenges with limited resources and relies heavily on its technology infrastructure to provide essential services across a vast geographical area. The proposed projects will help the County improve its ability to prevent, detect, and respond to cybersecurity incidents while ensuring continuity of critical government functions. By securing this grant, Inyo County will be better positioned to protect its network, support public safety, and maintain the reliability of its government services.

Approval of this grant application will allow the County to strengthen its cybersecurity capabilities and ensure a more resilient future for its operations and community.

FISCAL IMPACT:

Funding Source	General Fund / Non-General Fund / Grant Funded (list grant funding sources here)	Budget Unit	TBA on Award
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Budgeted?	Budget will updated upon a successful application	Object Code	
Recurrence	One-Time Expenditure	Sole Source?	N/A

If Sole Source, provide justification below

Current Fiscal Year Impact
Up to \$250,000 for the current fiscal year
Future Fiscal Year Impacts
N/A
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to apply for this funding. This is not recommended as the grant will allow Inyo County to continue strengthening its cybersecurity posture, address identified gaps, and improve the security and continuity of essential government services.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Information Services.

STRATEGIC PLAN ALIGNMENT:

High Quality Services | Public Safety and Emergency Response

APPROVALS:

Mikaela Torres	Created/Initiated - 9/17/2024
Darcy Ellis	Approved - 9/17/2024
Mikaela Torres	Approved - 9/17/2024
Amy Shepherd	Approved - 9/17/2024
John Vallejo	Approved - 9/17/2024
Nate Greenberg	Final Approval - 9/17/2024

ATTACHMENTS:



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

September 24, 2024

Reference ID:
2024-547

Local Area Technical Assistance Grant Phase 2-A Contract with Onward County Administrator ACTION REQUIRED

ITEM SUBMITTED BY

Scott Armstrong, Regional Broadband Coordinator

ITEM PRESENTED BY

Scott Armstrong, Regional Broadband Coordinator

RECOMMENDED ACTION:

Approve the agreement between the County of Inyo and Inyo Networks, Inc., doing business as Onward, of Rancho Cucamonga, CA, for the provision of detailed network engineering design services as part of the LATA Grant (Phase 2-A) in an amount not to exceed \$220,000 for the period of September 24, 2024 through January 25, 2025, and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

The County of Inyo was awarded a \$1,000,000 grant (\$500,000 per year for two years) in January 2023 under the California Public Utilities (CPUC) Local Area Technical Assistance (LATA) program to develop shovel-ready plans for last-mile broadband projects throughout underserved portions of the County. This contract is for LATA Grant Design Work for Phase 2-A, the third of four phases in the 2-year grant.

The County posted a Request for Proposals (RFP) on May 3, 2024 on the Inyo County website and identified our budget of \$255,000 for this phase. We also sent the RFP to six known companies that could reasonably conduct the design work. Responses to our RFP were due five weeks after the RFP was posted. Inyo Networks, d.b.a. Onward, was the sole respondent, the response indicated that they could satisfy all of our requirements, and the response indicated that they would be able to do this design work for \$220,000.

The deliverables from this agreement will be detailed, last-mile network design plans that the County will submit to the CPUC for reimbursement.

FISCAL IMPACT:

Funding Source	Grant Funded -- California Public Utilities Commission Local Agency Technical Assistance	Budget Unit	612200
Budgeted?	Yes	Object Code	5265
Recurrence	This is the third of four expected contracts in the two-year grant performance period		
Current Fiscal Year Impact			

Up to \$500,000 for the current calendar year starting January 26, 2024, based on reimbursable work products.

Future Fiscal Year Impacts

N/A

Additional Information

This is a reimbursement grant based on actual expenditures and costs incurred, therefore budget numbers are provided for the upper limit of the grant.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to not approve this grant. This is not recommended as Onward possesses unique knowledge in this region and has a proven track record delivering this type of work. Doing so would hinder use of grant funds to develop engineering plans for broadband deployment that supports future broadband construction projects.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

APPROVALS:

Scott Armstrong	Created/Initiated - 8/10/2024
Darcy Ellis	Approved - 8/12/2024
Keri Oney	Approved - 8/12/2024
John Vallejo	Approved - 9/17/2024
Amy Shepherd	Approved - 9/17/2024
Nate Greenberg	Final Approval - 9/17/2024

ATTACHMENTS:

1. Request for Proposals/Broadband Expansion Projects: Phase 2A - Design
2. LATA Phase 2A Contract - 151 Design Professional Consultant - Onward



County of Inyo
Request for Proposals (RFP)
RFP-2024-LATA-2A-Inyo

County of Inyo
Broadband Expansion Projects: Phase 2A

To create detailed, shovel-ready, 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.

Submit Proposals to:

*County of Inyo, Clerk of the Board
P.O. Drawer N
224 North Edwards Street
Independence, CA 93526
Attn: RFP-2024-LATA-2A-Inyo*

Date Released:

April 25, 2024

Submittal Deadline:

June 6, 2024, 4:30 p.m.

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I. Introduction

County of Inyo LATA-Funded Broadband Expansion Projects

The County of Inyo is soliciting proposals from firms with demonstrated experience in designing fiber-optic network solutions to develop and deliver detailed engineering plans to be used for future construction projects of high-speed, last-mile broadband infrastructure to communities, households, and businesses in specified project areas.

This project, funded by a California Public Utilities Commission (CPUC) Local Agency Technical Assistance (LATA) grant, is intended to create shovel-ready, last-mile, detailed network construction engineering designs for network infrastructure to connect the unserved and underserved remote and rural population centers and cities in Inyo County to symmetrical 100Mbps or better, preferably 1Gbps or better, broadband Internet service. This project will also result in shovel-ready construction engineering designs for any middle-mile network extensions to support the last-mile construction plans in regions where there is no current middle-mile network and where there are no current plans for State-funded middle-mile construction.

This project is for pre-construction work only, as the LATA Grant will not fund any construction. The detailed engineering plans generated by this project are expected to be used for future construction projects funded by anticipated CPUC Last-Mile Federal Funding Account (FFA) grants and other grant programs. This phase is the third of four phases (1-A, 1-B, 2-A and 2-B), each of which will focus on several location-specific subprojects. Requests for Proposals for the fourth phases (2-B) will be posted later in 2024 as part of the second grant year activities of our LATA grant.

II. Background

The County of Inyo is a Governmental Organization

Inyo County, California was organized in 1866 from land set aside from Mono and Tulare Counties. The County was originally named Coso County, and the town of Independence is designated as the County seat. The County is characterized as rural and frontier and is in the central-eastern part of the state. At 10,227 square miles, Inyo County is geographically the second largest county in California. The governmental agency was organized, in part, to provide safety and services to its population.

According to 2020 census information, the population of Inyo County is 19,016, up from 18,546 in the 2010 census. Census data also indicates 7,954 Inyo County households in 2020.

While the County seat is located in Independence, the largest population center of the County is approximately 45 miles to the north in Bishop, California. The City of Bishop is the County's only incorporated city and covers an area of approximately two-square miles with a population of nearly 4,000 residents. Bishop and its immediate suburbs host a population of approximately 12,000.

The County of Inyo governmental organization is the County's largest employer with approximately 460 employees.



Description of the current Internet service in Inyo County

The successful completion of the ambitious Digital 395 project in late 2013 that was funded by the American Reinvestment and Recovery Act project equipped the Owens Valley with a middle-mile broadband network capable of providing practically limitless broadband capacity for generations. While the Digital 395 network has the potential to deliver high-speed broadband Internet service to most of the residents and businesses in Inyo County, many of our population centers are very remote and too small to provide a reliable return on investment for an Internet Service Provider (ISP), offering very little Incentive for ISPs to construct and operate wireline broadband Internet networks in those areas.

A large portion of our County is several miles from the Digital 395 middle-mile network and is essentially unserved by wireline Internet Service Providers. These rural areas require significant investment in middle-mile network infrastructure to support last-mile broadband Internet service.

Several of our smaller population centers do not offer enough return on investment for ISPs to be interested in constructing last-mile networks to provide services to those areas, even if they are close to the Digital 395 middle-mile network.

Purpose of the Broadband Expansion Projects

This project will develop shovel-ready, detailed engineering designs to deliver synchronous broadband Internet service at 100Mbps or better, preferably 1Gbps or better, to several unserved or underserved communities, households, and businesses throughout the County of Inyo. For the purposes of this grant, “unserved and underserved households or businesses” means one or more households or businesses that are not currently served by a wireline connection that reliably delivers at least 25 Mbps download speed and 3 Mbps upload speed.

III. Project Scope of Work

Project Deliverables

Shovel-ready, last-mile detailed engineering designs that can be used by any reasonably capable and qualified network construction company to construct last-mile fiber-to-the-premise network infrastructure.

- For each of the subprojects identified in the *Subprojects List* below that the contractor chooses to propose, provide separate, detailed, shovel-ready, engineering designs for last-mile network infrastructure that is capable of providing 100Mbps symmetrical Internet service or better, preferably 1Gbps symmetrical Internet service.
- For any of the subprojects that the contractor responds to that can be bundled as a single, larger, combined project that results in cost savings, describe the larger, combined project, and detail the savings and the changes to the associated standalone project descriptions.
- Engineering designs should include network infrastructure connections from existing or planned open-access middle-mile network¹ to all unserved communities, households and businesses

¹ The State’s Middle-Mile Broadband Network (MMBN) will consist of the current Digital 395 open-access middle-mile network, as well as new construction. Information on the future MMBN can be found at <https://middle-mile-broadband-initiative.cdt.ca.gov/pages/statewide-middle-mile-network-map> and an ArcGIS map of the planned network can be found at <https://experience.arcgis.com/experience/e2540ace2ac248ee8c3350aa39395342>.

associated with each subproject. Unserved locations for the purposes of this grant are those with wireline Internet service speeds less than 25Mbps download and 3Mbps upload.

- If your designs include middle-mile network to support your last-mile designs, identify those network segments as such in your designs.
- Describe the networking technology and equipment proposed for both the potential network operator and the subscriber.
- Describe any critical engineering design issues associated with the design project.
- Describe any additional equipment needed to support the designed project.
- Describe any critical environmental issues associated with the project and how to address these.
- Describe any additional steps beyond the solution being proposed that could reduce costs and shorten future construction timelines.
- Coordinate with the appropriate County Departments regarding design routes and potential environmental or permitting challenges. Ensure that the project design documents account for environmental clearance and any required regulatory agency permits.
- Designs must comply with: Federal laws; State laws; local laws; rules and regulations of governing utility districts; and rules and regulations of other authorities with jurisdiction over the construction of network infrastructure.
- Deliver the final designs in high-resolution PDF format and provide a shapefile for the project area.
- All deliverables for this project, Phase 2-A, must be submitted to the County of Inyo by January 20, 2025, at the latest in order to allow for timely submission to the CPUC for reimbursement.

Subprojects List

The list of subprojects by name for Phase 2-A is below:

- Inyo-05-Big Pine*
- Inyo-06-Bishop*
- Inyo-14-Darwin
- Inyo-16-Death Valley Junction (two businesses)
- Inyo-17-Deep Springs (design to the Nevada border)
- Inyo-18-Dixon Lane-Meadow Creek*
- Inyo-25-Independence
- Inyo-29-Lone Pine*
- Inyo-30-Mesa
- Inyo-31-Millpond
- Inyo-41-Shoshone
- Inyo-45-Tecopa
- Inyo-48-West Bishop*

*Communities with several locations that are identified as "served" locations—design only to the groups of unserved locations² in the [CPUC broadband map](#).

² Populated areas with ISPs currently providing services. Designs should include only the groups of those locations identified as Unserved or Priority Unserved as well as locations in passing to reach those locations, but not the entire community. Individual unserved locations that are surrounded by served locations that can reasonably be expected to have access to Internet service need not be included in the designs.

This is the third of four phases of projects that are grouped based on the availability of middle-mile network, incumbent providers' plans to upgrade existing services, and existing broadband expansion priorities. The census blocks associated with these subprojects are in the attached spreadsheet (LATA Census Blocks - 20220824 - County of Inyo.xlsx) and the County of Inyo GIS system at the following link: <https://gis.inyoco.com/arcgis/apps/webappviewer/index.html?id=e12ef7446c4e4923be659565a7442668>.

Additional sources to verify eligible locations within census blocks include:

- CPUC Infrastructure Map: [California Interactive Broadband Map](#)
- FFA Broadband Map: [Federal Funding Account - California Public Utilities Commission \(vetro.io\)](#)
- FCC Broadband Map: [Home | FCC National Broadband Map](#)

IV. County Information and Responsibilities

Administrative Information

The County of Inyo through the Office of the County Administrator is sponsoring this project, and the Regional Broadband Coordinator is managing the project. Respondents are specifically instructed to not contact any elected officials or other County employees for meetings, conferences or discussions related to this RFP. Unauthorized contact with elected officials or County personnel may result in rejection of the respondent's RFP response.

Inquiries and County Project Contact

County of Inyo, CAO – Regional Broadband Coordinator
1360 N. Main Street
Bishop, California 93514

Email: sarmstrong@inyocounty.us

All inquiries should be directed in writing via email to Scott Armstrong, Regional Broadband Coordinator, County of Inyo. The closing time for inquiries related to this RFP is *June 4, 2024, 4:30 p.m.* All inquiries and the associated County responses will be posted on the County website. Interested parties are cautioned that the opportunity to obtain additional information should not be viewed as a sales presentation opportunity.

Rights of the County

The County retains sole discretion regarding every aspect of the RFP evaluation and selection process. The County reserves the right to, but is not limited to:

- Select all, some or none of the proposed solutions for individual subprojects or groups of subprojects from a proposal for contract award
- Accept other than lowest offer
- Reject any or all responses without cause
- Reject all responses and seek new responses when such action is judged to be in the best interest of the County

- Request and receive additional information as the County believes is necessary, and disqualify any respondent and reject any responses for failure to promptly provide such additional information
- Request additional information or clarification from respondents, or allow corrections of errors or omissions
- Postpone or extend the RFP deadline for its own convenience or benefit
- To disregard all non-conforming, non-responsive or conditional proposals
- Approve or disapprove sub-contractors
- Waive technical defects in responses and to accept the response which, in the sole judgment of the County, is in its best interest
- Negotiate with any and all respondents
- Change the amount of funding available
- Enter into a contract with another respondent in the event the originally selected respondent fails to execute a contract with the County
- Reject any or all proposals or portions thereof, and to reduce the scope of the Project

V. Responsive Proposal

Deadline

The deadline for submitting a proposal for the Broadband Expansion Projects Phase 2-A is *June 6, 2024, 4:30 p.m.*

Proposal Format and Requirements

Use the following format and requirements in developing a proposal in response to our request for proposals. You can include additional information that you feel is relevant, but the evaluation team will evaluate your proposal based on the specific criteria and requirements identified in this RFP.

- Identify clearly on the cover that your proposal is for RFP-2024-LATA-2A-Inyo for the County of Inyo, California.
- Include a name and email address for a point of contact with your company.
- Include your company's legal address.
- Include your California Contractor License Number (cslb.ca.gov)
- Identify any subcontractors that you will use for this project.
- Indicate whether your company can construct the network infrastructure that you are proposing.
- Indicate whether you are currently a network operator, and if so, identify any areas or towns in Inyo County where you provide last-mile services.
- Include a Scope of Work statement to summarize your proposal and the project deliverables.
- Describe in detail how you will satisfy the project deliverables in the Project Scope of Work.
- Detail the costs associated with the project deliverables in your proposal, including job titles and hourly rates for any labor costs. Please note that the design work is subject to prevailing wage.
- Identify the name of each of the subprojects included in your proposal.
- Identify any groupings of subprojects included in your proposal that you feel should be considered as a single project area.

- Indicate the average cost of the anticipated network construction per subscriber location for each subproject or grouping of subprojects.
- Estimate the rough-order-of-magnitude construction costs associated with the subprojects or groupings of subprojects in your proposal.
- Identify the spreadsheet filename of the data that you used to prepare your proposal.
- For each subproject or grouping of subprojects, describe the Internet service speeds that will be attainable with this solution, including the following:
 - Meets 100Mbps / 20Mbps
 - Meets 100Mbps synchronous
 - Meets 1Gbps synchronous
 - Exceeds 1Gbps synchronous
- Indicate whether the proposed solution will support open-access, last-mile network infrastructure.
- Indicate whether the proposed solution will connect to an open-access, middle-mile network.
- Indicate whether the proposed solution will include additional middle-mile network, and if so, whether that middle-mile network will be designed to be operated as an open-access, middle-mile network.
- Develop a project plan with staff resource scheduling and a timeline.
- Demonstrate qualifications and experience by providing examples and descriptions of network infrastructure design projects for at least three customers that demonstrate the understanding of, and the ability to design last-mile network infrastructure solutions.
- Include at least 3 customer references with email addresses and phone numbers.
- Identify your company's proximity to the County of Inyo for the purposes of understanding our region's unique and challenging geography for this project.
- Describe your financial, operational and technical capacity to execute the project successfully within the specified timeframe.
- State whether you will be able to enter into a County of Inyo Contract #151 (Exhibit A to this RFP).
- The proposal should be delivered to the Clerk of the Board. The proposal should include two paper copies and a high-resolution, digitally readable file, preferably in PDF format.

Use of Proposals and Respondent Guarantees

The respondent's proposal submitted in reply to this RFP acknowledges that the rights have been reserved to include the selected respondent's proposal or any part or parts of the selected respondent's proposal in the final contract. Submission of any proposal indicates acceptance of the conditions contained in the RFP. All proposals submitted shall be valid for a period of 120 calendar days from the date of proposal opening.

Standard County Contract

The respondent selected for contract award will be required to enter into a contract with the County of Inyo using the County of Inyo Contract #151 (Exhibit A to this RFP). Identify any requested exceptions to the contract in the response to this RFP. Only exceptions identified in the submittal responses to this RFP will be considered during contract negotiations with the selected vendor.

Obligations Assumed by Submitting a Proposal

By submitting a proposal, the respondent certifies that:

- Those submitting proposals do so entirely at their expense. There is no expressed or implied responsibility on the part of the County to reimburse respondents for any expenses incurred for preparing or submitting proposals, providing additional information when requested by the County, or participating in any selection interviews.
- The respondent thoroughly understands the terms of the specifications and has successful experience in each area of the proposed work.
- The respondent has made themselves familiar with all Federal and State Laws, local laws, ordinances, and regulations which in any manner affect the project work or the delivered product.
- The prices in this proposal have been arrived at independently and without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices, with any other respondent.
- The respondent has not paid or agreed to pay any fee or commission, or any other item of value contingent on the award of this contract to any employee, official, or current contracting consultant of the County of Inyo.

No contract shall be considered binding upon the County until the County Board of Supervisors has made a final award and executed the contract. The County is interested in working with a respondent able to initiate the project immediately following successful contract negotiations.

Failure to Execute Contract

Failure to properly execute and deliver the contract within thirty (30) days as specified, at the County's discretion, may be cause for cancellation of the award.

In the event the award to the successful respondent is cancelled, the award may then be made to the next highest ranked responsive and responsible respondent, and such respondent shall fulfill every stipulation embraced herein as if the original party to whom the award was made; or the County may reject all of the proposals, as its interest may require.

Insurance and Bonds

The successful respondent shall procure and maintain insurance as specified in Attachment D to the County of Inyo Contract #151, and with the provisions specified in said Attachment D.

Respondent Competency

The County may make such investigation as it deems necessary to determine the ability of the respondent to perform the work. The County may require the respondent to present satisfactory evidence that it has sufficient experience and skilled workers to complete the work. The County will use the forgoing information, if required, as an aid to selecting a proposal for contract award. Nothing contained in this section shall be construed as depriving the County of its discretion in the matter of selecting a proposal for contract award. The County reserves the right to reject any proposal if the evidence submitted by the respondent or an investigation of such respondent fails to satisfy the County that such respondent is properly qualified to carry out the obligations of the Project.

Prime Contractor Responsibility

Any respondent's proposal that includes equipment, software or services that are marketed, supported or supplied by other companies or individuals must contain a statement that the respondent will act as the prime contractor for the entirety of project, not limited to the development, design and delivery of the project.

Legal Address

The address given in the proposal is hereby designated as the legal address of the Respondent. Such address may be changed at any time by notice in writing via email delivered to the County Project Contact. The delivering at such legal address or the depositing in any post office, in a postpaid, registered wrapper, directed to the above-named address of any notice, letter, or other communication to the Respondent shall be deemed to be a legal and sufficient service upon the Respondent.

VI. Evaluation and Selection

Selection and Award of Contract

The Contract award will be based on “best value.” The County’s evaluation team will evaluate all of the relevant factors, including responsiveness to the proposal requirements, qualifications of the proposer, the proposer’s history in providing the service and any other reasonably established factor necessary to determine what proposer will provide the “best value” to the County. The County may select a subset of your proposed solutions for subprojects or groupings of subprojects.

As soon as practicable after evaluation and ranking of the proposals, selection of the top finalist, and contract negotiations resulting in a signed contract with the vendor, the contract will be presented to the Board of Supervisors for award at its sole discretion, contingent on funding. The contract instrument will be a County of Inyo Contract #151.

In the event the County is unable to negotiate a contract with the top finalist, the County may, at its sole discretion, negotiate a contract with another respondent, or choose not to award the contract, or put the proposal out to bid again.

Ranking

A team selected by the County will evaluate all proposals deemed responsive to the request. The proposals will be ranked based on an analysis conducted by the evaluation team. The top ranked respondents will be deemed finalists and may be asked to meet in person as a means of further evaluating the respondent’s claims provided in the proposed solution.

Discussions and product demonstrations requested by the County may take place with the finalists to clarify the proposal and obtain a best and final offer. Any award granted will be granted to the respondent proposing the best solution for the County as determined solely by the County.

Evaluation Criteria

No commitment will be made to select a respondent’s proposal solely on the basis of price. Cost is a consideration but is not in the evaluation criteria. The County will evaluate the detail substantiating the general estimated costs provided as part of your response to this RFP.

The primary basis for selection will be the proposed solution’s ability to meet the County’s project goal and associated requirements; however, consideration will also be given to overall value, as well as to the respondent’s reputation and ability to be a strong business partner.

Responses to this RFP will be evaluated according to the following criteria for the overall proposal:

Evaluation Criteria for the overall RFP Response	
Completeness of Response	Pass/Fail
Ability to Satisfy the Scope of Work	25
Experience and Qualifications	25
Financial, Technical, and Operational Capacity	25
Contractor's proximity to and familiarity with the region	25
Ability to enter into County of Inyo Contract #151	Pass/Fail
Last-mile solution meets 100Mbps/20Mbps bandwidth speeds	Pass/Fail
Last-mile solution meets 100Mbps synchronous bandwidth speeds	10
Last-mile solution meets 1Gbps synchronous bandwidth speeds	10
Last-mile solution exceeds 1Gbps synchronous bandwidth speeds	10
Design uses fiber-optic cable for last-mile network designs	10
Design supports open-access, last-mile network infrastructure	10
Design uses existing or planned open-access, middle-mile network	20
Project Plan with Staff Resource Scheduling and Timeline	10
Any middle-mile designs proposed will be open access	Pass/Fail
Proposed design solution includes CPUC eligible locations	Pass/Fail
Total	180

VII. Funding and Timeline for the Broadband Expansion Projects

This project is funded by a CPUC LATA grant. The County of Inyo was awarded \$1,000,000 for this grant. We have budgeted up to \$255,000 total for subprojects associated with this Phase 2-A. Project work to develop the detailed engineering designs is expected to begin as soon as the RFP has been awarded. The proposal selection and award timeline may take up to 2 months and will include 30 days for CPUC review and approval before the County can award the contract. The full scope of work for this project must be completed and delivered to the County of Inyo by January 20, 2025. The final project deliverables, once completed, will be presented to the CPUC as a Work Product for reimbursement through the County of Inyo.

**AGREEMENT BETWEEN COUNTY OF INYO
AND INYO NETWORKS, INC D/B/A ONWARD
FOR THE PROVISION OF DETAILED NETWORK ENGINEERING DESIGN SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the detailed network engineering design services of Onward (hereinafter referred to as "Design Professional / Consultant"), 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 Design Professional/Consultant 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 Design Professional/Consultant to perform under this Agreement will be made by the Regional Broadband Coordinator. Requests to the Design Professional/Consultant 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 Design Professional/Consultant by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Design Professional/Consultant 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 Design Professional/Consultant 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.

2. TERM.

The term of this Agreement shall be from September 24, 2024 to January 25, 2025 unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay Design Professional/Consultant 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 Design Professional/Consultant at the County's request.

B. Travel and per diem. County shall reimburse Design Professional/Consultant for the travel expenses and per diem which Design Professional/Consultant incurs in providing services and work requested by County under this Agreement. Design Professional/Consultant shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Design Professional/Consultant for approval to incur travel and per diem expenses shall be submitted to the Regional Broadband Coordinator. 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 Design Professional/Consultant 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 Design Professional/Consultant without the prior approval of the County.

C. No additional consideration. Except as expressly provided in this Agreement, Design Professional/Consultant 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, Design Professional/Consultant shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed \$ 220,000 (hereinafter referred to as "Contract Limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Design Professional/Consultant shall submit to the County, once a month, an itemized statement of all hours spent by Design Professional/Consultant 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. This information will be used to provide the California Public Utilities Commission (CPUC) the required Contractor Reporting updates.

Upon receipt of the completed project designs from the Design Professional/Consultant, County shall submit those designs to the CPUC for reimbursement. Upon receipt of a reimbursement from the CPUC, County will remit the full amount of the reimbursement up to the Contract Limit to the Design Professional/Consultant within ten (10) business days.

Design Professional/Consultant understands and agrees that, despite the submission of monthly invoices to County, it shall receive no payment under this agreement until County receives a reimbursement from the CPUC at the end of the Term of this Agreement. Design Professional/Consultant further agrees that final payment to the Design Professional/Consultant shall be based solely on the reimbursement amount received by the County from the CPUC, not on the invoices submitted to the County throughout the life of this Agreement.

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 Design Professional/Consultant 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 Design Professional/Consultant's when it is anticipated that total annual payments to Design Professional/Consultant 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 Design Professional/Consultant under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Design Professional/Consultant. County has no responsibility or liability for payment of Design Professional/Consultant's taxes or assessments.

(4) The total amounts paid by County to Design Professional/Consultant, 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, Design Professional/Consultant shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

Design Professional/Consultant'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 Design Professional/Consultant that the performance of these services and work will require a varied schedule. Design Professional/Consultant 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 Design Professional/Consultant to provide the services and work described in Attachment **A** must be procured by Design Professional/Consultant and be valid at the time Design Professional/Consultant enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Design Professional/Consultant 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 Design Professional/Consultant at no expense to the County. Design Professional/Consultant 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 Design Professional/Consultant 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. Design Professional/Consultant 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. Design Professional/Consultant 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.

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

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 Design Professional/Consultant by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Design Professional/Consultant will use reasonable care to protect, safeguard and maintain such items while they are in Design Professional/Consultant's possession. Design Professional/Consultant will be financially responsible for any loss or damage to such items, partial or total, which is the result of Design Professional/Consultant's negligence.

B. Products of Design Professional/Consultant's Work and Services. Any and all compositions, publications, plans, 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, Design Professional/Consultant'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, Design Professional/Consultant will convey possession and title to all such properties to County.

8. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES.

For the duration of this Agreement Design Professional/Consultant 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 DESIGN PROFESSIONAL/CONSULTANT.

All acts of Design Professional/Consultant, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent Design Professional/Consultant's, and not as agents, officers, or employees of County. Design Professional/Consultant, 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, Design Professional/Consultant has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the Design Professional/Consultant is to be considered an employee of County. It is understood by both Design Professional/Consultant 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 Design Professional/Consultant:

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

B. Design Professional/Consultant 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 Design Professional/Consultant in fulfillment of this Agreement.

C. Design Professional/Consultant, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent Design Professional/Consultant's, 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 liability, loss, damage, expense, costs 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. Design Professional/Consultant shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, ordinances, regulations, and directions. Design Professional/Consultant shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Design Professional/Consultant 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 Design Professional/Consultant, 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 Design Professional/Consultant. 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, Design Professional/Consultant, 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. Design Professional/Consultant 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. Design Professional/Consultant 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 Design Professional/Consultant thirty (30) days written notice of such intent to cancel. Design Professional/Consultant 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 Design Professional/Consultant. County has relied upon the skills, knowledge, experience, and training of Design Professional/Consultant as an inducement to enter into this Agreement. Design Professional/Consultant shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Design Professional/Consultant shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

15. DEFAULT.

If the Design Professional/Consultant 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 Design Professional/Consultant in default and terminate this Agreement upon five (5) days written notice to Design Professional/Consultant. Upon such termination by default, County will pay to Design Professional/Consultant all amounts owing to Design Professional/Consultant 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.

Design Professional/Consultant 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 Design Professional/Consultant in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Design Professional/Consultant agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Design Professional/Consultant only with the express written consent of the County. Any disclosure of confidential information by Design Professional/Consultant without the County's written consent is solely and exclusively the legal responsibility of Design Professional/Consultant 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.

Design Professional/Consultant 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.

Design Professional/Consultant 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, Design Professional/Consultant agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any County, 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, Design Professional/Consultant 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 Design Professional/Consultant 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 Design Professional/Consultant or County shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first-class mail to, the respective parties as follows:

County of Inyo:
County Administrator – Broadband Coordinator
1360 N. Main Street
Bishop, CA

Design Professional/Consultant:
Inyo Networks, Inc., dba Onward
10621 Church Street, Suite 100
Rancho Cucamonga, CA City

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.

#

**AGREEMENT BETWEEN COUNTY OF INYO
AND ONWARD NETWORKS, INC D/B/A ONWARD
FOR THE PROVISION OF DETAILED NETWORK ENGINEERING DESIGN SERVICES**

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

COUNTY OF INYO

By: _____
Signature

Print or Type Name

Dated: _____

DESIGN PROFESSIONAL/CONSULTANT

By: Nicolas Keeler
Nicolas Keeler (Sep 10, 2024 10:31 PDT)
Signature

Nicolas Keeler

Print or Type Name

Dated: Sep 10, 2024

APPROVED AS TO FORM AND LEGALITY:

John-Carl Vallejo
John-Carl Vallejo (Sep 10, 2024 11:38 PDT)

County Counsel

APPROVED AS TO ACCOUNTING FORM:

Christie Martindale
Christie Martindale (Sep 10, 2024 11:26 PDT)

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

K. Oney

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A
AGREEMENT BETWEEN COUNTY OF INYO
AND ONWARD NETWORKS, INC D/B/A ONWARD
FOR THE PROVISION OF DETAILED NETWORK ENGINEERING DESIGN SERVICES

TERM:

FROM: September 24, 2024 TO: January 25, 2025

SCOPE OF WORK:

Project Deliverables

Shovel-ready, last-mile detailed engineering designs that can be used by any reasonably capable and qualified network construction company to construct last-mile fiber-to-the-premise network infrastructure.

- For each of the subprojects identified in the *Subprojects List* below, provide, detailed, shovel-ready, engineering designs for last-mile network infrastructure that is capable of providing 100Mbps symmetrical Internet service or better, preferably 1Gbps symmetrical Internet service.
- Engineering designs shall include network infrastructure connections from existing or planned open-access middle-mile network to all unserved communities, households and businesses associated with each subproject. Unserved locations for the purposes of this grant are those with wireline Internet service speeds less than 25Mbps download and 3Mbps upload.
- Designs that require middle-mile network to support last-mile designs shall identify those required middle-mile network segments in the designs.
- Describe the networking technology and equipment proposed for both the potential network operator and the subscriber.
- Describe any critical engineering design issues associated with the design project.
- Indicate the type, and if possible, the current brand and model of the in-home or premise equipment that will be required to connect to this network.
- Coordinate with the appropriate County Departments regarding design routes and potential environmental or permitting challenges. Identify any known environmentally sensitive areas that will be crossed or impacted by the routes and indicate land ownership for all routes.
- Describe any known critical environmental issues associated with the project and how to address these.
- Describe any additional steps beyond the solution being proposed that could reduce costs and shorten future construction timelines.
- Designs must comply with: Federal laws; State laws; local laws; rules and regulations of governing utility districts; and rules and regulations of other authorities with jurisdiction over the construction of network infrastructure.

- Deliver the final designs in high-resolution PDF format and provide a shapefile for the project area.
- **TIME IS OF THE ESSENCE FOR THIS SCOPE OF WORK.** All deliverables for this project, Phase 2-A, must be submitted to the County of Inyo by January 20, 2025, at the latest in order to allow for timely submission to the CPUC for reimbursement.

Subprojects List

The list of subprojects by name for Phase 2-A is below:

- Inyo-05-Big Pine*
- Inyo-06-Bishop*
- Inyo-14-Darwin
- Inyo-16-Death Valley Junction (two businesses)
- Inyo-17-Deep Springs (design to the Nevada border)
- Inyo-18-Dixon Lane-Meadow Creek*
- Inyo-25-Independence
- Inyo-29-Lone Pine*
- Inyo-30-Mesa
- Inyo-31-Millpond
- Inyo-41-Shoshone
- Inyo-45-Tecopa
- Inyo-48-West Bishop*

*Communities with several locations that are identified as "served" locations—design only to the groups of unserved locations and locations "in passing" in the [CPUC broadband map](#).

ATTACHMENT B
AGREEMENT BETWEEN COUNTY OF INYO
AND ONWARD NETWORKS, INC D/B/A ONWARD
FOR THE PROVISION OF DETAILED NETWORK ENGINEERING DESIGN SERVICES

TERM:

FROM: September 24, 2024 TO: January 25, 2025

SCHEDULE OF FEES:

The Local Agency Technical Assistance grant is a reimbursement grant. The completed project deliverables will be presented to the CPUC as a completed work product for reimbursement through the County of Inyo.

Design Engineering work to be billed at \$150 per hour.

ATTACHMENT C
AGREEMENT BETWEEN COUNTY OF INYO
AND ONWARD NETWORKS, INC D/B/A ONWARD
FOR THE PROVISION OF DETAILED NETWORK ENGINEERING DESIGN SERVICES

TERM:

FROM: September 24, 2024 TO: January 25, 2025

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

No travel or per diem to be paid under this contract.

ATTACHMENT D
AGREEMENT BETWEEN COUNTY OF INYO
AND ONWARD NETWORKS, INC D/B/A ONWARD
FOR THE PROVISION OF DETAILED NETWORK ENGINEERING DESIGN SERVICES

TERM:

FROM: September 24, 2024 TO: January 25, 2025

SEE ATTACHED INSURANCE PROVISIONS

Attachment: 2024 Insurance Requirements for Design Professionals, including Architects, Engineers, and Surveyors

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, their 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 any auto (Code 1), or if Consultant has no owned autos, covering 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.
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. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant’s profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.

If the Consultant 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 Consultant. 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.

Attachment: 2024 Insurance Requirements for Design Professionals, including Architects, Engineers, and Surveyors

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

Umbrella or Excess Policy: The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. 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.

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. The 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 Professional Liability policies must provide that defense costs, including ALAE, will satisfy the SIR or deductible.

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. **All certificates and endorsements and copies of all 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.

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.



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

September 24, 2024

Reference ID:
2024-697

Approval of Renewal of Land Mobile Radio Site Leases on Cerro Gordo

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 the amendments to the leases between the County of Inyo and Mountain Investments, extending the leases by 10 years to August 2034, contingent upon the Board's approval of future budgets, and authorize the Chief Information Officer to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

Approve the amendment to the lease agreements between the County of Inyo and Mountain Investments for tower and rack space on Cerro Gordo for use by the Inyo County Sheriff's Office, Roads Department, and EMS, extending the lease by 10 years to August 2034, contingent upon the Board's approval of future budgets, and authorize the Chief Information Officer to sign, contingent upon all appropriate signatures being obtained.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	011810
Budgeted?	Yes	Object Code	5291
Recurrence	Ongoing Expenditure	Sole Source?	Yes

If Sole Source, provide justification below

The lessor is the only facility available on Cerro Gordo.

Current Fiscal Year Impact

Continue the monthly charges as follows:
ICSO: \$1,198.19 (\$14,378.28 annually)
EMS: \$948.19 (\$11,378.28 annually)
Roads: \$474.08 (\$5,688.96 annually)

Future Fiscal Year Impacts

The lease will continue for 10 years, totaling just under \$314,500.

Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board may choose not to extend the leases in question, in which case, the County would be required to remove all radio equipment from Cerro Gordo. This is not recommended as it would result in reduced or no radio coverage in Lone Pine, Cartago, Olancho, and Coso Junction. In addition, equipment removal is labor-intensive and will result in additional costs.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

High Quality Services | Public Safety and Emergency Response

APPROVALS:

Noam Shendar	Created/Initiated - 9/5/2024
Darcy Ellis	Approved - 9/6/2024
Noam Shendar	Approved - 9/10/2024
Keri Oney	Approved - 9/10/2024
John Vallejo	Approved - 9/11/2024
Amy Shepherd	Approved - 9/11/2024
Nate Greenberg	Final Approval - 9/13/2024

ATTACHMENTS:

1. First Amendment to Antenna Site Agreement/Inyo County Road
2. Second Amendment to Antenna Site Agreement/Inyo County EMS
3. Second Amendment to Antenna Site Agreement/Inyo County Sheriff
4. Sole Source Authorization Form

FIRST AMENDMENT TO THE ANTENNA SITE AGREEMENT

This First Amendment to the Antenna Site Agreement ("First Amendment"), dated as of July 1, 2024 for reference purposes only, is by and between Western Summit Enterprises, Inc., a California corporation d.b.a. Mountain Investments ("Lessor") and County of Inyo ("Lessee")

RECITALS

A. Pursuant to that certain Antenna Site Agreement dated December 1, 2003 ("Agreement"), Lessor has leased to Lessee and Lessee has leased from Lessor, the right to install and operate certain "Site Equipment" within the "Building" and on the "Antenna Site," (as such terms are defined in the Agreement) which are located at Cerro Gordo Peak, near Keeler, in Inyo County, California.

B. The Agreement is set to expire on August 1, 2024. Lessor and Lessee desire to amend the Agreement to extend the term of the Agreement on the terms and conditions set fourth herein

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

1. Par. 3 of the Agreement is hereby replaced in its entirety with the Par. 3 that follows:

"3. Term. The term of this Agreement (the "Initial Term") shall be ten (10) years commencing on August 1, 2024. Lessee shall have the right to extend the Term of this Agreement for one (1) additional term of ten (10) years. The Term will be automatically extended unless Lessee notifies Lessor in writing of Lessee's intention not to extend this Agreement at least thirty (30) days prior to the expiration of the Initial Term.

This Agreement shall be deemed subordinate to the BLM Grant and in the event of any conflict between the terms and provisions of the BLM Grant and the terms and provisions of the Agreement, the terms and provisions of the BLM Grant shall control. Notwithstanding anything to the contrary set forth herein, expiration of the BLM Grant, or termination of the BLM Grant for any reason beyond the reasonable control of Lessor shall terminate this Agreement."

2. This First Amendment may be executed in counterparts, each of which shall be deemed an original as against the party signing such counterpart, but together shall constitute one and the same instrument.

3. Other Terms and Conditions Remain. In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.

4. Capitalized Terms. All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Antenna Site Agreement as of the date first written above.

LESSOR: MOUNTAIN INVESTMENTS

By: 
Name: C. KUBIAN
Title: PRESIDENT
Date: 9/6/24

LESSEE: COUNTY OF INYO

By: _____
Name: _____
Title: _____
Date: _____

SECOND AMENDMENT TO THE ANTENNA SITE AGREEMENT

This Second Amendment to the Antenna Site Agreement ("Second Amendment"), dated as of July 1, 2024 for reference purposes only, is by and between Western Summit Enterprises, Inc., a California corporation d.b.a. Mountain Investments ("Lessor") and County of Inyo ("Lessee")

RECITALS

A. Pursuant to that certain Antenna Site Agreement dated December 1, 2003 and First Amendment to the Antenna Site Agreement dated June 1, 2015 (collectively, the "Agreement"), Lessor has leased to Lessee and Lessee has leased from Lessor, the right to install and operate certain "Site Equipment" within the "Building" and on the "Antenna Site," (as such terms are defined in the Agreement) which are located at Cerro Gordo Peak, near Keeler, in Inyo County, California.

B. The Agreement is set to expire on August 1, 2024. Lessor and Lessee desire to amend the Agreement to extend the term of the Agreement on the terms and conditions set forth herein

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

1. Par. 3 of the Agreement is hereby replaced in its entirety with the Par. 3 that follows:

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This Agreement shall be deemed subordinate to the BLM Grant and in the event of any conflict between the terms and provisions of the BLM Grant and the terms and provisions of the Agreement, the terms and provisions of the BLM Grant shall control. Notwithstanding anything to the contrary set forth herein, expiration of the BLM Grant, or termination of the BLM Grant for any reason beyond the reasonable control of Lessor shall terminate this Agreement."

2. This Second Amendment may be executed in counterparts, each of which shall be deemed an original as against the party signing such counterpart, but together shall constitute one and the same instrument.

3. Other Terms and Conditions Remain. In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.

4. Capitalized Terms. All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement

IN WITNESS WHEREOF, the parties have executed this Second Amendment to the Antenna Site Agreement as of the date first written above.

LESSOR: MOUNTAIN INVESTMENTS

By: 
Name: C. K. Miller
Title: PRESIDENT
Date: 9/16/24

LESSEE: COUNTY OF INYO

By: _____
Name: _____
Title: _____
Date: _____

SECOND AMENDMENT TO THE ANTENNA SITE AGREEMENT

This Second Amendment to the Antenna Site Agreement ("Second Amendment"), dated as of July 1, 2024 for reference purposes only, is by and between Western Summit Enterprises, Inc., a California corporation d.b.a. Mountain Investments ("Lessor") and County of Inyo ("Lessee")

RECITALS

A. Pursuant to that certain Antenna Site Agreement dated December 31, 2003 and First Amendment to the Antenna Site Agreement dated July 22, 2004 (collectively, the "Agreement"), Lessor has leased to Lessee and Lessee has leased from Lessor, the right to install and operate certain "Site Equipment" within the "Building" and on the "Antenna Site," (as such terms are defined in the Agreement) which are located at Cerro Gordo Peak, near Keeler, in Inyo County, California.

B. The Agreement is set to expire on September 1, 2024. Lessor and Lessee desire to amend the Agreement to extend the term of the Agreement on the terms and conditions set fourth herein

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

1. Par. 3 of the Agreement is hereby replaced in its entirety with the Par. 3 that follows:

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This Agreement shall be deemed subordinate to the BLM Grant and in the event of any conflict between the terms and provisions of the BLM Grant and the terms and provisions of the Agreement, the terms and provisions of the BLM Grant shall control. Notwithstanding anything to the contrary set forth herein, expiration of the BLM Grant, or termination of the BLM Grant for any reason beyond the reasonable control of Lessor shall terminate this Agreement."

2. This Second Amendment may be executed in counterparts, each of which shall be deemed an original as against the party signing such counterpart, but together shall constitute one and the same instrument.

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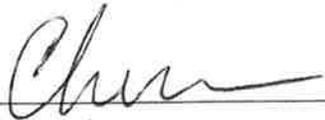
3. This Second Amendment may be executed in counterparts, each of which shall be deemed an original as against the party signing such counterpart, but together shall constitute one and the same instrument.

4. Other Terms and Conditions Remain. In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.

5. Capitalized Terms. All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement

IN WITNESS WHEREOF, the parties have executed this Second Amendment to the Antenna Site Agreement as of the date first written above.

LESSOR: MOUNTAIN INVESTMENTS

By: 
Name: C. KUZION
Title: PRESIDENT
Date: 9/6/24

LESSEE: COUNTY OF INYO

By: _____
Name: _____
Title: _____
Date: _____



County of Inyo

Sole Source Authorization Form

Vendor: Mountain Investments - T019698
Date: Sep 5, 2024

A sole source procurement may be justified in the following situations: Section II.D.1 (located on page 6)

Sole source procurements are the exception, not the norm. They are to be used sparingly and shall not be used in lieu of any competitive process simply because the department failed to allot sufficient time to engage in the competitive process or because the department finds the competitive process to be onerous.

Select one of the following:

The capability of the proposed contractor is critical to the specific effort and makes the contractor clearly unique compared to other contractors in the general field.
The proposed contractor has prior experience of a highly specialized nature that is vital to the proposed effort.
The proposed contractor has facilities, staffing, or equipment that are specialized and vital to the services being requested.
The proposed contractor has a substantial investment that would have to be duplicated at the County's expense by another contractor entering the field.
A critical proposed schedule for the service and/or product that only one proposed contractor can meet.
<input checked="" type="checkbox"/> A lack of competition because of the existence of patent rights, copyrights, trade secrets, and/or location.

Amount	Required Action
Less than or equal to \$5,000	Compliance with the competitive process is not required, but price shopping is encouraged.
\$5,001 to \$10,000	Three informal bids (e.g. printouts from websites showing prices or quotes solicited from vendors) must be obtained. Informal bids received
\$10,001 to \$25,000	Three informal bids (e.g. printouts from websites showing prices or quotes solicited from vendors) must be obtained. Informal bids received
\$25,001 to \$75,000	A formal RFP or RFQ must be prepared and publicized, with sealed submissions opened on a predetermined date. RFP/RFQ Received by Board Clerk on _____
Over \$75,000	A formal RFP or RFQ must be prepared and publicized, with sealed submissions opened on a predetermined date. Board Approval Required

County of Inyo

Sole Source Authorization Form

Sole Source Justification:

Noam Shendar
Noam Shendar (Sep 5, 2024 23:58 PDT)
Department Head Signature

Sole Source Approval
Denelle Carrington
Denelle Carrington (Sep 6, 2024 06:57 PDT)
Purchasing Agent Signature

John-Carl Vallejo
John-Carl Vallejo (Sep 12, 2024 12:14 PDT)
County Counsel Signature

Christie Martindale
Christie Martindale (Sep 16, 2024 15:20 PDT)
Auditor-Controller Signature

Purchasing Policy form-Sole Source-Mtn Investments

Final Audit Report

2024-09-16

Created:	2024-09-12
By:	Noam Shendar (nshendar@inyocounty.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAmUIONTmZybm6QyIOWjd60cey_Lm0toVQ

"Purchasing Policy form-Sole Source-Mtn Investments" History

-  Document created by Noam Shendar (nshendar@inyocounty.us)
2024-09-12 - 7:02:02 PM GMT
-  Document emailed to John-Carl Vallejo (jcvallejo@inyocounty.us) for signature
2024-09-12 - 7:02:42 PM GMT
-  Email viewed by John-Carl Vallejo (jcvallejo@inyocounty.us)
2024-09-12 - 7:13:56 PM GMT
-  Document e-signed by John-Carl Vallejo (jcvallejo@inyocounty.us)
Signature Date: 2024-09-12 - 7:14:15 PM GMT - Time Source: server
-  Document sent to Christie Martindale (cmartindale@inyocounty.us) and inyoauditor@inyocounty.us for signature. One of them to sign
2024-09-12 - 7:14:16 PM GMT
-  Email viewed by inyoauditor@inyocounty.us
2024-09-12 - 9:08:12 PM GMT
-  Document e-signed by Christie Martindale (cmartindale@inyocounty.us)
Signature Date: 2024-09-16 - 10:20:46 PM GMT - Time Source: server
-  Agreement completed.
2024-09-16 - 10:20:46 PM GMT



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NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

September 24, 2024

Reference ID:
2024-698

Approval of Purchase of Land Mobile Radios for the Sheriff's Office

County Administrator - Information Services

ACTION REQUIRED

ITEM SUBMITTED BY

Noam Shendar, Chief Information Officer, Tim Bachman, Assistant Sheriff

ITEM PRESENTED BY

Noam Shendar, Chief Information Officer

RECOMMENDED ACTION:

Authorize two purchase orders in an amount not to exceed \$155,000 and \$65,000, respectively, payable to BlackPoint LLC of Gardnerville, NV, for in-vehicle and handheld radios (respectively) for the Sheriff's Office.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Inyo County Sheriff's Office (ICSO), along with other allied public safety departments and agencies, rely on reliable radio communication systems to ensure the safety of personnel and efficiency of operations. Over the past year, the department has been actively working with Inyo County Information Services and Administration to upgrade the agency's legacy Very High Frequency (VHF) radio system to ensure that it functions appropriately and meets operational needs.

As part of this effort, the department needs to replace a number of aging and poorly functioning "subscriber" radios which are used by personnel in the field. A significant number of these radios are at the end of their useful life and are at the point where they are beginning to fail, and replacement parts are no longer available for the purpose of repair. This necessitates purchasing a current model which is supported by the manufacturer and can be serviced appropriately during its life cycle.

The selection of the new radios proposed for acquisition under this item is guided by three principles: ruggedness/reliability, analog VHF for long-term interoperability, and consideration of the future needs and trajectory of the system. After a thorough review process, ICSO leadership determined Bendix King to be the vendor of preference, with an appropriate unit type for both in-vehicle (mobile) and on-belt (portable) usage.

This item is requesting approval of the Sole Source determination (more fully described in the financial section below) as well as the Purchase Order necessary to move this acquisition forward.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	011810
-----------------------	--------------	--------------------	--------

Budgeted?	Yes	Object Code	5232
Recurrence	One-Time Expenditure	Sole Source?	Yes
If Sole Source, provide justification below			
The vendor is uniquely situated to program the radios based on our own operational procedures, as well as those of key partner agencies such as the Bishop Police Department. In addition, the vendor is the only one able to service these radios on site on sufficiently short notice.			
Current Fiscal Year Impact			
A total of \$140,785.76 + \$56,981.12 = \$197,766.88 + 7.75% tax = \$213,093.81 (with not-to-exceed amounts slightly higher, in the event that manufacturer prices fluctuate).			
Future Fiscal Year Impacts			
Maintenance in future years is estimated at \$4,140 per year for all the radios purchased herein.			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve this purchase. This is not recommended as it would result in the Sheriff's Office to continue using its existing, aging radios, for which there is no reliable source of replacement parts, and a growing number of which are experiencing issues ranging from poor audio quality to failure. In addition, the existing radios would not be compatible with State mandates regarding encrypting Personally Identifiable Information (PII) transmitted over these radios.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

High Quality Services | Public Safety and Emergency Response

APPROVALS:

Noam Shendar	Created/Initiated - 9/5/2024
Darcy Ellis	Approved - 9/6/2024
Noam Shendar	Approved - 9/10/2024
Keri Oney	Approved - 9/10/2024
John Vallejo	Approved - 9/11/2024
Amy Shepherd	Approved - 9/12/2024
Nate Greenberg	Final Approval - 9/15/2024

ATTACHMENTS:

1. BlackPoint L.L.C. Quote/Handheld Radio Equipment
2. BlackPoint L.L.C. Quote/Kng M-150 Remote Mount
3. Sole Source Authorization Form



County of Inyo

Sole Source Authorization Form

Vendor: V004579 - BlackPoint LLC
Date: Aug 30, 2024

A sole source procurement may be justified in the following situations: Section II.D.1 (located on page 6)

Sole source procurements are the exception, not the norm. They are to be used sparingly and shall not be used in lieu of any competitive process simply because the department failed to allot sufficient time to engage in the competitive process or because the department finds the competitive process to be onerous.

Select one of the following:

<input checked="" type="checkbox"/>	The capability of the proposed contractor is critical to the specific effort and makes the contractor clearly unique compared to other contractors in the general field.
<input checked="" type="checkbox"/>	The proposed contractor has prior experience of a highly specialized nature that is vital to the proposed effort.
<input type="checkbox"/>	The proposed contractor has facilities, staffing, or equipment that are specialized and vital to the services being requested.
<input type="checkbox"/>	The proposed contractor has a substantial investment that would have to be duplicated at the County's expense by another contractor entering the field.
<input type="checkbox"/>	A critical proposed schedule for the service and/or product that only one proposed contractor can meet.
<input type="checkbox"/>	A lack of competition because of the existence of patent rights, copyrights, trade secrets, and/or location.

Amount	Required Action
Less than or equal to \$5,000	Compliance with the competitive process is not required, but price shopping is encouraged.
<input type="checkbox"/> \$5,001 to \$10,000	Three informal bids (e.g. printouts from websites showing prices or quotes solicited from vendors) must be obtained. <input type="checkbox"/> Informal bids received
<input type="checkbox"/> \$10,001 to \$25,000	Three informal bids (e.g. printouts from websites showing prices or quotes solicited from vendors) must be obtained. <input type="checkbox"/> Informal bids received
<input type="checkbox"/> \$25,001 to \$75,000	A formal RFP or RFQ must be prepared and publicized, with sealed submissions opened on a predetermined date. <input type="checkbox"/> RFP/RFQ Received by Board Clerk on _____
Over \$75,000	A formal RFP or RFQ must be prepared and publicized, with sealed submissions opened on a predetermined date. Board Approval Required

County of Inyo

Sole Source Authorization Form

Sole Source Justification:

Noam Shendar
Noam Shendar (Aug 30, 2024 13:51 PDT)
Department Head Signature

Sole Source Approval
Denelle Carrington
Denelle Carrington (Aug 30, 2024 15:36 PDT)
Purchasing Agent Signature

John-Carl Vallejo
John-Carl Vallejo (Sep 3, 2024 10:27 PDT)
County Counsel Signature

Christie Martindale
Christie Martindale (Sep 5, 2024 16:16 PDT)
Auditor-Controller Signature

Sole Source Approval for BlackPoint LLC

Final Audit Report

2024-09-05

Created:	2024-09-05
By:	Noam Shendar (nshendar@inyocounty.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAyRhD-2UBxte-Yoiv1bxNu_PMbp8Vt993

"Sole Source Approval for BlackPoint LLC" History

-  Document created by Noam Shendar (nshendar@inyocounty.us)
2024-09-05 - 11:14:04 PM GMT
-  Document emailed to Christie Martindale (cmartindale@inyocounty.us) for signature
2024-09-05 - 11:14:39 PM GMT
-  Email viewed by Christie Martindale (cmartindale@inyocounty.us)
2024-09-05 - 11:16:13 PM GMT
-  Document e-signed by Christie Martindale (cmartindale@inyocounty.us)
Signature Date: 2024-09-05 - 11:16:24 PM GMT - Time Source: server
-  Agreement completed.
2024-09-05 - 11:16:24 PM GMT



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NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

September 24, 2024

Reference ID:
2024-618

Electrical Cost Sharing Agreement with Caltrans for the Installation, Operations, Maintenance, Repair, and Replacement of Meadow Farms Pedestrian Lighting

Public Works
ACTION REQUIRED

ITEM SUBMITTED BY

Justine Kokx, Transportation Planner

ITEM PRESENTED BY

Michael Errante, Public Works Director

RECOMMENDED ACTION:

Approve the cost sharing agreement between the County of Inyo and the Department of Transportation of California (Caltrans) for the electrical sharing costs of 47 pedestrian scale lights on U.S. 395 from See Vee Lane to 0.1 mile north of Barlow Lane, and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

California Streets and Highways Code Sections 114 and 130 allow the Department of Transportation to enter into cooperative agreements to share costs of improving and maintaining state highways located in whole or in part within the limits of a county.

The proposed agreement is regarding sharing electrical costs of pedestrian scale lighting upgrades on US 395 from See Vee Ln. to 0.1 mile north of Barlow Ln., also referred to as the Meadow Farms project. The Meadow Farms project will construct 10-foot wide sidewalks and pedestrian scale lighting on both sides of US 395, between See Vee Lane and Barlow Lane.

Caltrans has prepared an agreement with Inyo County as a mechanism to share electrical costs. Specifically, Caltrans will provide the full capital cost for the purchase and installation of the 47 light poles. If a light pole is damaged by an errant vehicle, vandalism, act of God, normal wear and tear, or system failure, Caltrans will replace the lighting pole. Inyo County will be responsible for electricity costs on a reimbursement basis. The anticipated electricity costs are estimated to be under \$2,000 annually. The project is scheduled for construction in March-April 2025.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	011100
Budgeted?	No	Object Code	5351
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			

\$2000
Future Fiscal Year Impacts
\$2000
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board of Supervisors could choose not to approve the Agreement for cost sharing of electrical facilities with the State. This is not recommended because the costs associated with the project are not overly burdensome, and the State has the option to seek cooperative agreements such as this for segments of state highways containing intersections with County roads.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Caltrans; Inyo County Counsel

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Community Supporting Infrastructure Improvements

APPROVALS:

Justine Kokx	Created/Initiated - 9/12/2024
Darcy Ellis	Approved - 9/13/2024
Breanne Nelums	Approved - 9/13/2024
Michael Errante	Approved - 9/17/2024
Grace Chuchla	Approved - 9/17/2024
Amy Shepherd	Approved - 9/17/2024
Nate Greenberg	Final Approval - 9/17/2024

ATTACHMENTS:

1. Meadow Farms Lighting Agreement

ELECTRICAL FACILITIES COST SHARING AGREEMENT WITH COUNTY OF INYO

THIS ELECTRICAL FACILITIES COST SHARING AGREEMENT ("AGREEMENT") is made by and between the State of California, acting by and through the Department of Transportation ("STATE") and the County of Inyo ("LOCAL AGENCY"), individually referred to as a "PARTY" and joint as "PARTIES."

RECITALS

1. This AGREEMENT will specify the LOCAL AGENCY's and STATE's respective costs associated with the installation, operation, maintenance, repair and replacement of electrical facilities, including pedestrian scale street lighting US 395 within the jurisdictional limits of the LOCAL AGENCY.

OPERATIVE PROVISIONS

1. **Updates to Exhibits.** Changes to PARTIES' electrical facilities cost sharing arrangement, resulting from future additions, improvements or alterations to the electrical facilities covered in this AGREEMENT may be made by PARTIES attaching amended Exhibit(s) or addendum to the Exhibit(s).
2. **Amendment to Agreement.** Except as provided in the preceding Section concerning Exhibit amendments, the terms of the AGREEMENT can be changed only by a mutual written amendment by PARTIES.
3. **Successors.** This AGREEMENT shall be binding upon and inure to the benefit of each of the PARTIES and their respective successors-in-interest including, any subsequently incorporated city or other municipality established within the LOCAL AGENCY's jurisdictional limits. If the successor city or municipality fails to accept the obligations of the LOCAL AGENCY by entering into a new agreement with STATE, LOCAL AGENCY shall continue to be contractually bound by the terms of this AGREEMENT.
4. **Permits** STATE can enter the LOCAL AGENCY jurisdiction to perform any maintenance or work to the facilities covered by this AGREEMENT, without permits from LOCAL AGENCY. When feasible STATE shall provide advance notification by phone call or email to LOCAL AGENCY contact.
5. **Electrical Facilities.** This AGREEMENT specifies the LOCAL AGENCY's and STATE's respective costs associated with the operation, maintenance, repair and replacement of the electrical facilities specifically listed in Exhibit A under two categories one for STATE Owned and Maintained and another for LOCAL AGENCY owned.

6. **Cost Sharing and Apportionment.** Exhibit A lists the percentage of electrical facilities costs apportioned to each PARTY and shall be based on STATE's actual costs.
7. **Reimbursement of Actual Costs.**
 A. STATE shall pay for all the expenses stated in the "Basis for Billing" section below, for all the electrical facilities listed under **STATE Owned and Maintained** table shown in Exhibit A and seek reimbursement from LOCAL AGENCY as per the percentage stated in that table in Exhibit A. When a lighting pole identified on Exhibit A is damaged from an errant vehicle, vandalism, act of God, normal wear and tear, or system failure STATE will replace the lighting pole at the STATE's expense.
8. **Costs**
- A. **Basis for Billing**
- a. Total maintenance costs for pedestrian scale street lighting shall be based on actual costs, including but not limited to the following:
- i. Electrical energy
- B. STATE will bill LOCAL AGENCY quarterly, in arrears, for LOCAL AGENCY's share of electrical facilities costs listed in Exhibit "A" and shown on Exhibit "B."
9. **Budget Contingency.** STATE's obligation under this Agreement is contingent upon the Legislature appropriating sufficient funds under the Budget Act, and the encumbrance of funding to the STATE's District Office.
10. **Legal Relations and Responsibilities.**
- A. **No Third-Party Beneficiaries.** This AGREEMENT is not intended to create duties, obligations, or rights of third parties beyond the PARTIES to the AGREEMENT. Nor does this AGREEMENT affect a PARTY's legal liability by imposing any standard of care for the operation and maintenance of STATE highways and LOCAL AGENCY facilities different from the standard of care imposed by law.
- B. **Indemnification.** Neither LOCAL AGENCY nor any of its officers or employees is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, under or in connection with any work, authority or jurisdiction conferred upon STATE

arising under this AGREEMENT. STATE, pursuant to Government Code Section 895.4, shall fully defend, indemnify, and save harmless LOCAL AGENCY and its officers and employees from all claims, suits or actions of every kind occurring by reason of anything done or omitted to be done by STATE under this Agreement.

Neither STATE nor any of its officers or employees is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by LOCAL AGENCY, under or in connection with any work, authority or jurisdiction conferred upon LOCAL AGENCY arising under this AGREEMENT. LOCAL AGENCY, pursuant to Government Code Section 895.4, shall fully defend, indemnify, and save harmless STATE and its officers and employees from all claims, suits or actions of every kind occurring by reason of anything done or omitted to be done by LOCAL AGENCY under this AGREEMENT.

11. **Termination.** This Agreement may be terminated by a formal agreement.
12. **Effective Date.** This Agreement shall become effective on the last date each PARTY's authorized representative has executed this AGREEMENT.
13. **Authority.** Each individual executing this AGREEMENT on behalf of each PARTY represents and warrants that he/she is duly authorized to execute this AGREEMENT. LOCAL AGENCY represents and certifies that it has, through its regular political process, authorized the execution of this AGREEMENT by appropriate resolution, delegation, or plenary authority as required.

THE LOCAL AGENCY OF Inyo County

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

Dated: _____
Matt Kingsley
Chairman

INITIATED AND APPROVED:

Dated: 09/10/24 *Michael Errante*
Michael Errante (Sep 10, 2024 17:08 PDT)
Michael Errante
Public Works Director

Dated: 09/12/24 *BW*
Bryan Winzenread
Deputy District Director
Maintenance District

Dated:

APPROVED AS TO FORM AND PROCEDURE
Dated: 09/11/24 *Grace Weitz*
Grace Weitz (Sep 11, 2024 12:43 PDT)
Grace Weitz
Assistant County
Counsel

EXHIBIT A

Effective _____, 20____

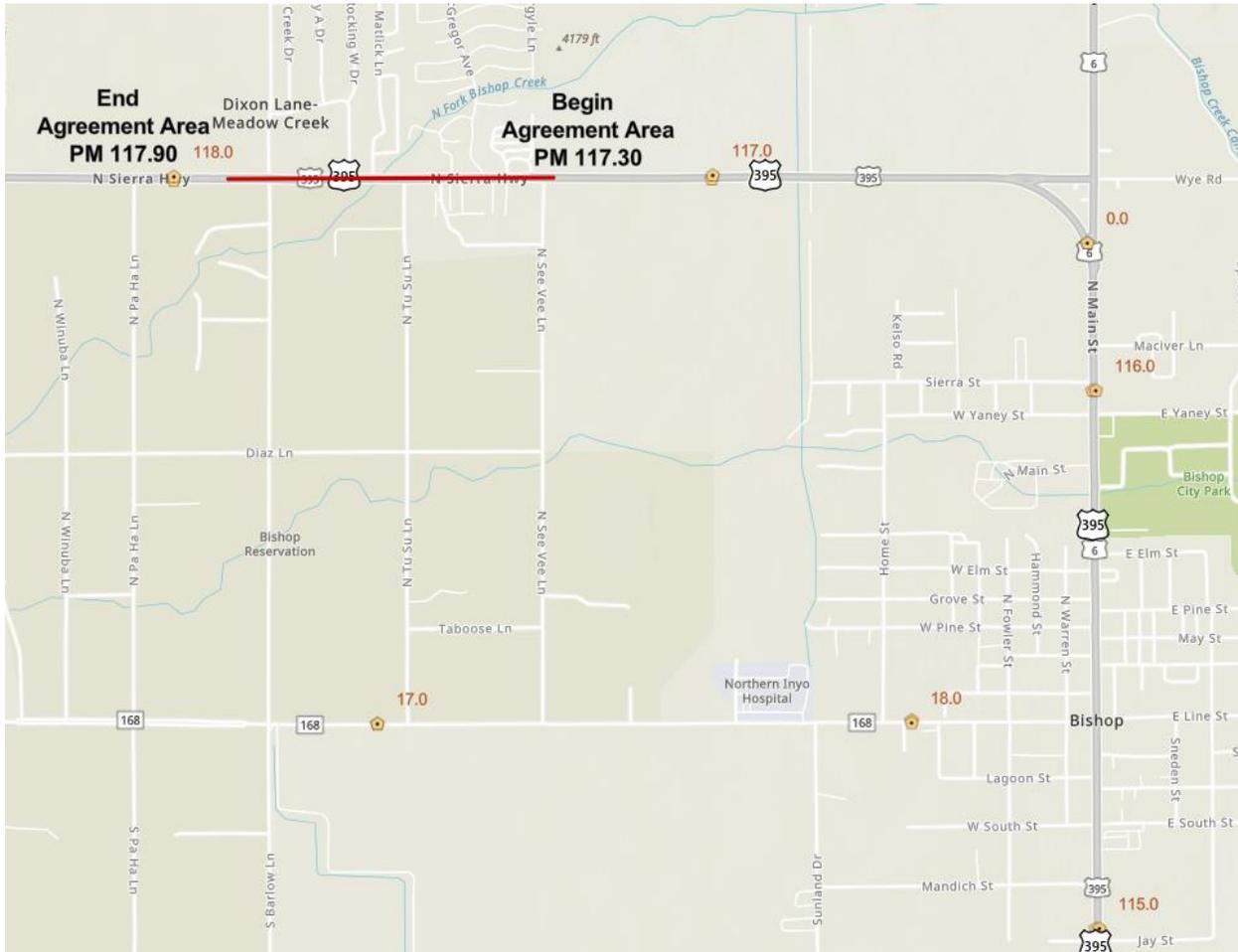
BASIS OF COST DISTRIBUTION

STATE Owned and Maintained
Electrical Energy Cost Share Billed by STATE

<u>Route and PM</u>	<u>Location</u>	<u>Type of Facility</u>	Cost Distribution	
			<u>STATE</u>	<u>LOCAL AGENCY</u>
US 395 PM 117.3/117.9	Near Bishop from See Vee Ln to 0.1 mile north of Barlow Ln.	47 pedestrian scale lights CT ID's: 09483950117480L, 09483950117481L	0%	100%

Exhibit B

Map of Agreement Area



US 395 – County of Inyo Electrical Facilities Cost Sharing Agreement



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

September 24, 2024

Reference ID:
2024-618

Electrical Cost Sharing Agreement with Caltrans for the Installation, Operations, Maintenance, Repair and Replacement of Meadow Farms Pedestrian Lighting

Public Works

ACTION REQUIRED

ITEM SUBMITTED BY

Justine Kokx, Transportation Planner

ITEM PRESENTED BY

Michael Errante, Public Works Director

RECOMMENDED ACTION:

Approve the electrical cost sharing agreement between the County of Inyo and the Department of Transportation of California (Caltrans) for the electrical sharing costs of 47 pedestrian scale lights on US 395 from See Vee Ln to 0.1 mile north of Barlow Ln, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

BACKGROUND / SUMMARY / JUSTIFICATION:

California Streets and Highways Code Sections 114 and 130 allow the Department of Transportation to enter into cooperative agreements to share costs of improving and maintaining state highways located in whole or in part within the limits of a county.

The proposed agreement is regarding sharing electrical costs of pedestrian scale lighting upgrades on US 395 from See Vee Ln. to 0.1 mile north of Barlow Ln., also referred to as the Meadow Farms project. The Meadow Farms project will construct 10-foot wide sidewalks and pedestrian scale lighting on both sides of US 395, between See Vee Lane and Barlow Lane.

Caltrans has prepared an agreement with Inyo County as a mechanism to share electrical costs. Specifically, Caltrans will provide the full capital cost for the purchase and installation of the 47 light poles. If a light pole is damaged by an errant vehicle, vandalism, act of God, normal wear and tear, or system failure, Caltrans will replace the lighting pole. Inyo County will be responsible for electricity costs on a reimbursement basis. The anticipated electricity costs are estimated to be under \$2,000 annually. The project is scheduled for construction in March-April 2025.

FISCAL IMPACT:

Funding Source	General Fund / Non-General Fund	Budget Unit	
Budgeted?	No	Object Code	

Recurrence	Ongoing Expenditure	
Current Fiscal Year Impact		
\$2000		
Future Fiscal Year Impacts		
\$2000		
Additional Information		

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board of Supervisors could choose not to approve the Agreement for cost sharing of electrical facilities with the State. This is not recommended because the costs associated with the project are not overly burdensome, and the State has the option to seek cooperative agreements such as this for segments of state highways containing intersections with County roads.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Caltrans
 Inyo County Counsel

STRATEGIC PLAN ALIGNMENT:

APPROVALS:

Justine Kokx Created -
 Darcy Ellis
 Breanne Nelums
 Michael Errante
 Grace Chuchla
 Amy Shepherd
 Nate Greenberg

ATTACHMENTS:



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

September 24, 2024

Reference ID:
2024-643

Amendment No. 2 to the Contract between the County of Inyo and Stantec (formerly Cardno, Inc.) of Zephyr Cove, NV

Public Works
ACTION REQUIRED

ITEM SUBMITTED BY

Travis Dean, Engineering Assistant

ITEM PRESENTED BY

Michael Errante, Public Works Director

RECOMMENDED ACTION:

Approve Amendment No. 2 to County of Inyo Standard Contract No. 146.1 between the County of Inyo and Stantec (formerly Cardno, Inc.) of Zephyr Cove, NV for the provision of Environmental and Engineering Services, changing the end date of the contract from October 31, 2024 to December 31, 2025 for the Lone Pine Town Streets Project, and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

On March 15, 2022, your Board approved the Consultant Contract with Cardno, Inc. for the provision of Environmental and Engineering Consultant Services in support of the State Transportation Improvement Program (STIP) Lone Pine Town Streets Project. The Lone Pine Town Streets STIP Project consists of preserving, extending life, and improving the quality of ride on various streets in Lone Pine. There are also project elements intended to improve access for public transit, pedestrians, and bicycles. There are 13 streets identified in the Project Study Report included in the scope of the project. New bike lanes are proposed to be added to Post Street, Lone Pine Ave., and Lake View Street and improved Eastern Sierra Transit Authority (ESTA) bus loading will be delineated on East Muir Street. Crosswalk and pedestrian/vehicle flow will be evaluated and changed or reinstalled according to best practices. Non-compliant curb ramps in the project area should be brought up to ADA standards when warranted. Amendment No.1 of this contract also added Whitney Portal Road from the end of the recent Federal Lands Access Program (FLAP) Project west to highway 395 and Hay Street from Locust St. to Muir St. to the scope of the project.

Public Works is proposing extending the end of contract date from October 31, 2024, to December 31, 2025, as the funding for construction for this project is scheduled for Fiscal Year 2025-2026.

FISCAL IMPACT:

Funding Source	Road Maintenance and Rehabilitation Program	Budget Unit	034601
Budgeted?	Yes	Object Code	5709

Recurrence	Ongoing expenditure through contract completion	
Current Fiscal Year Impact		
Up to \$339,412.54 for the period between 10/31/2024 and 06/30/2025		
Future Fiscal Year Impacts		
Depends on remaining balance from FY 23/24		
Additional Information		

This contract is fully encumbered

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve this Contract Amendment to Cardno's Contract. This is not recommended, as the plans and specifications will not be completed by the end date of the current contract.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Community Supporting Infrastructure Improvements

Thriving Communities | Enhanced Transportation Services

APPROVALS:

Travis Dean	Created/Initiated - 9/12/2024
Darcy Ellis	Approved - 9/13/2024
Kevin Rainbolt	Approved - 9/16/2024
Grace Chuchla	Approved - 9/16/2024
Breanne Nelums	Approved - 9/16/2024
Amy Shepherd	Approved - 9/16/2024
Aaron Holmberg	Approved - 9/16/2024
Shannon Platt	Approved - 9/17/2024
Michael Errante	Approved - 9/17/2024
Nate Greenberg	Final Approval - 9/17/2024

ATTACHMENTS:

1. Cardno Inc. Contract Amendment No. 2
2. Cardno Inc. Contract Amendment No. 1
3. Budget Amendments/Cardno Inc. Contract

AMENDMENT NO. 2
To
Agreement Between COUNTY OF INYO and
Stantec Consulting Services
For
Environmental and Engineering Services

WHEREAS, the County of Inyo (hereinafter referred to as “County”) and Stantec Consulting Services of Zephyr Cove, Nevada (hereinafter referred to as “Consultant”), have entered into an Agreement for the provision of environmental and engineering services dated April 28, 2022, on County of Inyo Standard Contract No. 146.1, for the term from April 1, 2022 to October 31, 2024. That Standard Contract was assigned to Stantec Consulting Services Inc. ("Stantec") effective January 1, 2023. Stantec is the "Consultant" under the Standard Contract for all purposes.

WHEREAS, County and Consultant do desire and consent to amend such Agreement as set forth below:

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

County and Consultant hereby amend such Agreement as follows:

1. The contract term is extended from October 31, 2024, to December 31, 2025.
2. Update staff and rate table to reflect 2025 rates and staff

The effective date of this amendment to the Agreement is 10/31/2024.

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

AMENDMENT NO. 2
To
Agreement Between COUNTY OF INYO and
Cardno, Inc.
For
Environmental and Engineering Services

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
____ DAY OF _____, 2024.

COUNTY OF INYO

By: _____

Dated: _____

CONSULTANT

By: *Katie Ross-Smith*
Katie Ross-Smith (Sep 11, 2024 12:26 PDT)

Dated: _____

APPROVED AS TO FORM AND
LEGALITY:

Grace Weitz
Grace Weitz (Sep 11, 2024 12:45 PDT)

County Counsel

APPROVED AS TO ACCOUNTING
FORM:

Amy Shepherd

County Auditor

Contract Staff Name	Contract Classification	Current Classification	Current Staff Name	Contract Cost 2022	Current Cost 2023	Current Cost 2024	Discounted Sr Consultant only 3% Increase	Fully Loaded Rate 2023	Revised 2024 Bill Rate	Revised 2024 Discounted Sr Consultant only 3% Increase	2025 Bill Rates (3% Increased)
Stephen Peck *	Sr. Consultant	Sr. Consultant		\$68.56	\$70.62	\$104.37	\$72.74	\$210.03		\$216.33	\$222.82
Brian McRae *	Sr. Consultant	Sr. Consultant		\$68.56	\$70.62	\$82.62	\$72.74	\$210.03		\$216.33	\$222.82
Jason Dukes *	Sr. Consultant	Sr. Consultant		\$68.56	\$70.62	\$84.19	\$72.74	\$210.03		\$216.33	\$222.82
Crystal West	Sr. Consultant	Sr. Consultant		\$68.56	\$70.46	\$74.75	\$72.74	\$209.55		\$216.33	\$222.82
Grant Schmitz	Sr. Project Engineer	Sr. Project Engineer		\$55.29	\$58.88	\$67.40		\$175.11	\$200.45		\$206.46
Patricia Susman	Sr. Project Scientist	Sr. Project Scientist		\$49.52	\$54.60	\$57.33		\$162.38	\$170.50		\$175.62
Melanie Graene	Sr. Project Scientist	Sr. Project Scientist		\$51.51	\$57.55	\$60.43		\$171.15	\$179.72		\$185.11
Jennifer Chase	Sr. Project Scientist	Sr. Project Scientist		\$46.32	\$50.12	\$53.76		\$149.06	\$165.83		\$170.81
Shawn Buckman	Project Engineer	Project Engineer		\$50.49	\$57.90			\$172.20			
Ivan Trujillo	Project Engineer	Project Engineer		\$42.17	\$55.28	\$68.66		\$164.40	\$204.20		\$210.32
Parker Johnson	Project Engineer	Project Engineer		\$41.35	\$52.88	\$55.53		\$157.27	\$165.15		\$170.10
William Thomas	AutoCAD Technician	AutoCAD Technician		\$29.60	\$32.67	\$33.98		\$97.16	\$101.06		\$104.09
Niel Kaufman	Technician	Staff Scientist		\$28.00	\$30.00	\$35.00		\$89.22	\$104.09		\$107.21
Anna Clare	GIS Technician	GIS Technician		\$32.42	\$36.71	\$42.48		\$109.18	\$126.34		\$130.13
Lori Browning	Sr. Project Coordinator	Sr. Project Coordinator		\$36.83	\$37.94	\$52.66		\$112.83	\$156.61		\$161.31
Malini Koohal-Roberts	Technical Editor	Technical Editor		\$28.85	\$36.00	\$41.19		\$107.06	\$122.50		\$126.17
Melissa Teah	Sr. Staff Scientist		Kirk Schmitz	\$37.50							
Sarah Hoff-Phillips	Sr. Staff Scientist		Julia Beals	\$33.51							
Erin Elliot	Staff Scientist		Matthew Tomaszewski	\$29.12							
John Whitefield	Assistant Staff Scientist		Matthew Tomaszewski	\$27.00							
Holly Sterling	Project Coordinator		Anastasia Antai	\$24.04							
Anastasia Antai	Project Coordinator	Project Coordinator			\$26.44	\$33.85		\$78.63	\$100.67		\$103.69
Meghan Brock	Staff Engineer	Staff Engineer			\$35.33	\$37.45		\$105.07	\$111.38		\$114.72
Kirk Schmitz	Sr. Staff Scientist	Sr. Staff Scientist			\$38.47	\$46.13		\$114.41	\$137.19		\$141.31
Julia Beals	Staff Scientist	Staff Scientist			\$31.03	\$35.20		\$92.28	\$104.69		\$107.83
Matthew Tomaszewski	Staff Scientist	Staff Scientist			\$28.62	\$36.90		\$85.12	\$109.74		\$113.03
Connor McRae	Staff Engineer	Staff Engineer			\$28.62	\$35.10		\$85.12	\$104.39		\$107.52
Rose Keeler	Sr. Project Coordinator	Sr. Project Coordinator			\$37.94	\$37.87		\$112.83	\$112.63		\$116.00
Jasmine Lopez	Staff Engineer	Staff Engineer			\$35.01	\$35.01		\$104.12	\$104.12		\$107.24

* Sr. Consultant rates have been discounted for Inyo County Additional Staff

Amendment #2

Final Audit Report

2024-09-12

Created:	2024-09-11
By:	Travis Dean (tdean@inyocounty.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAX8sO-If51lo-5NQryZAGJuX-NNgLIvWS

"Amendment #2" History

-  Document created by Travis Dean (tdean@inyocounty.us)
2024-09-11 - 6:26:52 PM GMT
-  Document emailed to Breanne Nelums (bnelums@inyocounty.us) for approval
2024-09-11 - 6:29:31 PM GMT
-  Email viewed by Breanne Nelums (bnelums@inyocounty.us)
2024-09-11 - 7:14:20 PM GMT
-  Document approved by Breanne Nelums (bnelums@inyocounty.us)
Approval Date: 2024-09-11 - 7:14:54 PM GMT - Time Source: server
-  Document emailed to katie.ross-smith@stantec.com for signature
2024-09-11 - 7:14:55 PM GMT
-  Email viewed by katie.ross-smith@stantec.com
2024-09-11 - 7:25:15 PM GMT
-  Signer katie.ross-smith@stantec.com entered name at signing as Katie Ross-Smith
2024-09-11 - 7:26:11 PM GMT
-  Document e-signed by Katie Ross-Smith (katie.ross-smith@stantec.com)
Signature Date: 2024-09-11 - 7:26:13 PM GMT - Time Source: server
-  Document emailed to Grace Weitz (gweitz@inyocounty.us) for signature
2024-09-11 - 7:26:14 PM GMT
-  Email viewed by Grace Weitz (gweitz@inyocounty.us)
2024-09-11 - 7:43:45 PM GMT
-  Document e-signed by Grace Weitz (gweitz@inyocounty.us)
Signature Date: 2024-09-11 - 7:45:21 PM GMT - Time Source: server



COUNTY OF INYO
CALIFORNIA

Powered by
Adobe
Acrobat Sign

 Document emailed to Amy Shepherd (ashepherd@inyocounty.us) for signature

2024-09-11 - 7:45:22 PM GMT

 Email viewed by Amy Shepherd (ashepherd@inyocounty.us)

2024-09-11 - 8:17:28 PM GMT

 Document e-signed by Amy Shepherd (ashepherd@inyocounty.us)

Signature Date: 2024-09-12 - 4:25:31 PM GMT - Time Source: server

 Document emailed to Kevin Rainbolt (krainbolt@inyocounty.us) for approval

2024-09-12 - 4:25:32 PM GMT

 Email viewed by Kevin Rainbolt (krainbolt@inyocounty.us)

2024-09-12 - 4:26:54 PM GMT

 Document approved by Kevin Rainbolt (krainbolt@inyocounty.us)

Approval Date: 2024-09-12 - 4:27:38 PM GMT - Time Source: server

 Agreement completed.

2024-09-12 - 4:27:38 PM GMT



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 7th day of February 2023 an order was duly made and entered as follows:

*Public Works –
Cardno, Inc. Contract
Amendment No. 1*

Moved by Supervisor Orrill and seconded by Supervisor Marcellin to approve Amendment No. 1 to the contract between the County of Inyo and Cardno, Inc of Zephyr Cove, NV, increasing the "Do Not Exceed" amount from \$402,545.86 to \$508,736.67, amending Attachment "A" Scope of Work, amending Attachment "B" Schedule of Fees, and amending Section 2 to change the end date of the contract from June 30, 2023 to October 31, 2024, for the Lone Pine Town Streets Project, and 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 7th
Day of February, 2023



NATHAN GREENBERG
Clerk of the Board of Supervisors

A handwritten signature in blue ink, appearing to read "Nathan Greenberg".

By: _____

<i>Routing</i>
CC Purchasing Personnel Auditor CAO Other: <i>Public Works</i> DATE: <i>February 8, 2023</i>



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 7, 2023

Reference ID:
2023-3465

Amendment No. 1 to Cardno, Inc. Contract Public Works ACTION REQUIRED

ITEM SUBMITTED BY

Travis Dean, Engineering Assistant

ITEM PRESENTED BY

Michael Errante, Public Works Director

RECOMMENDED ACTION:

Request Board approve Amendment No. 1 to the contract between the County of Inyo and Cardno, Inc of Zephyr Cove, NV, increasing the "Do Not Exceed" amount from \$402,545.86 to \$508,736.67, amending Attachment "A" Scope of Work, amending Attachment "B" Schedule of Fees, and amending Section 2 to change the end date of the contract from June 30, 2023 to October 31, 2024, for the Lone Pine Town Streets Project, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

BACKGROUND / SUMMARY / JUSTIFICATION:

On March 15, 2022, your Board approved the Consultant Contract with Cardno, Inc. for the provision of Environmental and Engineering Consultant Services in support of the State Transportation Improvement Program (STIP) Lone Pine Town Streets Project. The Lone Pine Town Streets STIP Project consists of preserving, extending the life, and improving the ride quality on various streets in Lone Pine. There are also project elements intended to improve access for public transit, pedestrians, and bicycles. There are 13 streets identified in the Project Study Report included in the scope of the project. New bike lanes are proposed to be added to Post Street, Lone Pine Ave., and Lake View Street, improved Eastern Sierra Transit Authority (ESTA) bus loading will be delineated on East Muir Street. Crosswalk and pedestrian/vehicle flow will be evaluated and changed or reinstated according to best practices. Non-compliant curb ramps in the project area should be brought up to ADA standards when warranted.

Public Works is proposing adding two additional streets to Cardno's scope. The change of scope includes Whitney Portal Road from the end of the recent Federal Lands Access Program (FLAP) Project west to Highway 395 and Hay Street from Locust St. to Muir St. This change of scope requires an amendment to update our Contract with Cardno, Inc. to update their "Do Not Exceed" amount from \$402,545.86 to \$508,736.67, their Scope of Work to include the new streets, their Schedule of Fees to include the additional work, and extend the end of contract date from June 30, 2023, to October 31, 2024. The additional work will be paid for with RMRA funds.

FISCAL IMPACT:

Funding Source	Road Maintenance and Rehabilitation Program	Budget Unit	034601
Budgeted?	Yes / No	Object Code	5709

Recurrence	One-Time Expenditure	
Current Fiscal Year Impact		
This is a project that will be ongoing for approximately 2 years.		
Future Fiscal Year Impacts		
Additional Information		

The Public Works Department will pay for the additional consultant costs with RMRA funds

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve this Contract Amendment to Cardno's Contract. This is not recommended, as including these streets with this contract will be significantly cheaper than doing them in the future.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Auditor

ATTACHMENTS:

1. Amendment 1 - Cardno Lone Pine Streets

APPROVALS:

Travis Dean	Created/Initiated - 1/25/2023
Darcy Ellis	Approved - 1/26/2023
Travis Dean	Approved - 1/30/2023
Grace Chuchla	Approved - 1/30/2023
Shannon Platt	Approved - 1/30/2023
Breanne Nelums	Approved - 1/31/2023
Amy Shepherd	Approved - 1/31/2023
Michael Errante	Final Approval - 1/31/2023

AMENDMENT NUMBER ONE

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
CARDNO, INC. FOR THE PROVISIONS OF CONSULTANT SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Cardno, Inc., have entered into an Agreement for the Provision of Consultant Services dated March 15, 2022, on County of Inyo Standard Contract No. 146.1, for the term from April 1, 2022 through June 30, 2023.

WHEREAS, effective January 1, 2023, Cardno, Inc. assigned Standard Contract No. 146.1 to Stantec Consulting Services Inc. (hereinafter referred to as "Contractor"):

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

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

County and Contractor hereby amend such Agreement as follows:

Amend section 4(H) to adjust the "Do Not Exceed" amount of the contract, in the amount of \$402,545.86, to a new "Do Not Exceed" amount of \$508,736.67.

Amend Attachment A to add the document titled "Amendment #1 Attachment A" to the Scope of Work of the contract. "Amendment #1 Attachment A" is attached hereto.

Amend Attachment B to add the document "Amendment #1 Attachment B" to the Schedule of Fees of the contract. "Amendment #1 Attachment B" is attached hereto.

Amend section 2 to change the end date of the contract from June 30, 2023 to October 31, 2024.

The effective date of this Amendment to the Agreement is March 13, 2023

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

AMENDMENT NUMBER ONE

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
CARDNO, INC. FOR THE PROVISIONS OF CONSULTANT SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
16th DAY OF FEBRUARY, 2023.

COUNTY OF INYO

By: 
Dated: 03/13/2023

STANTEC CONSULTING SERVICES INC.

By: 
Signature
Stephen Peck
Type or Print
Dated: 2/16/2023

APPROVED AS TO FORM AND LEGALITY:


County Counsel

APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

N/A
Personnel Services

APPROVED AS TO RISK ASSESSMENT:


County Risk Manager

now



December 16, 2022

621 West Line Street
Suite 205
Bishop, CA 93514
USA
Phone +1 760 784 8521

www.cardno.com
www.stantec.com

Mr. Travis Dean
Engineering Assistant
Inyo County Public Works
168 N. Edwards
PO Drawer Q
Independence, CA 93526

RE: Contract Amendment Request for State Transportation Improvement Programs (STIP) Lone Pine Town Streets Project; State Funded Project: RPL-5948(101); County Project: ZP-21-010

Dear Travis,

Per our previous discussions during the initial site visit and email correspondence I am providing this request to amend the above referenced Contract to incorporate Whitney Portal Road and Hay Street into our project scope, extend the contract end date and to provide Surveys and Mapping services (Task 6) through Triad/Holmes Associates, Inc. (Triad) in replace of Eastern Sierra Land Surveys (ESLS). During coordination with ESLS on the revised schedule and expanded area/scope, ESLS notified Cardno (now Stantec) that they would not be able to perform the work and requested to be removed from the team, resulting in the Triad replacement.

Cardno (now Stantec) agrees to perform the following additional service(s):

- Include additional 1.0 miles of roadway in the project scope. The roadway extents cover Whitney Portal Road from Highway 395 west to the recent FLAP project (just east of the aqueduct) and Hay Street from Locust St. to Muir St. See Additional Scope Map for extents.
- No additional scope items, or modifications to the existing scope, are included or proposed with this amendment; the original scope will stay as-is. The modifications to the contract per this amendment include additional fees for the below tasks to account for the increased area of the project per this amendment.
 - Task 1: Project Management; Task 2: Preliminary Engineering Studies; Task 3: Concept Plan; Task 6: Surveys and Mapping; Task 7: Geotechnical Investigation; Task 8: School Circulation Plan; Task 9: Utility Coordination; Task 10: Right-of-Way Phase and Determination; Task 11: Design
- Perform Task 7: Geotechnical Investigation as a part of the ES&P Phase in order to incorporate the findings into Task 3: Concept Plan.
- Extend contract duration; new end date of October 31, 2024. Per our previous discussion with the County, the project schedule has been delayed for both the Lone Pine School summer break and again to complete this Amendment 1 prior to continuing with the ES&P Phase work. For this reason, we proposed to extend the contract duration.

Amendment #1
Attachment A

December 16, 2022

2



We thank you for all your efforts in facilitation of this project and look forward to continued progress. Please contact me if you have any questions or commend on this proposed amendment.

Sincerely,

A handwritten signature in blue ink, appearing to read "Stephen Peck".

Stephen Peck PE
Principal
for Cardno now Stantec
Direct Line: +1 775 339 3321
Email: Stephen.Peck@cardno.com

A handwritten signature in blue ink, appearing to read "Grant Schmitz".

Grant Schmitz PE
Senior Project Engineer
for Cardno now Stantec
Direct Line: +1 760 784 8521
Email: Grant.Schmitz@cardno.com

Enc: Amendment 1 Fee Proposal
Additional Scope Map
cc: Lori Browning – Project Coordinator

COST ESTIMATE

Amendment 1

Lone Pine Town Streets Project

ITEMS OF WORK	STAFF NAME-TITLE/CATEGORY	Cardno, Inc.								TOTAL CONSULTANT COST	
		Stephen Peck *	Brian McRae *	Jason Dukes *	Grant Schmitz **	Ivan Trujillo **	William Thomas **	Lori Browning **			
	DIRECT LABOR RATE	\$70.62	\$70.62	\$70.62	\$58.88	\$55.28	\$32.67	\$37.94			
ITEM OF WORK DESCRIPTION											
1	Project Management	2	0	0	8	0	0	8	0	8	\$ 915.80
	Project Management	2			8			8		8	\$ 915.80
2	Preliminary Engineering Studies	0	0	0	4	4	2	0	2	0	\$ 521.98
	Review Existing Materials				2	2					\$ 228.32
	Preliminary Basemap				2	2					\$ 293.66
3	Concept Plan	2	2	4	8	6	15	0	15	0	\$ 1,857.73
	Develop Draft Concept Plan	1	2	2	4	4	12		12		\$ 1,201.78
	Develop Final Concept Plan	1			2	2	2		2		\$ 364.28
	Preliminary Cost Estimate			2	2		1		1		\$ 291.67
6	Surveys and Mapping	0	1	0	6	4	8	0	8	0	\$ 906.38
	Survey Control Establishment				2						\$ 117.76
	Field Surveying				2						\$ 117.76
	Final Basemap		1		2	4	8		8		\$ 670.86
7	Geotechnical Investigation	0	0	0	2	0	0	0	0	0	\$ 117.76
	Geotechnical Investigation				2						\$ 117.76
8	School Circulation Plan	0	2	0	5	8	12	0	12	0	\$ 1,269.92
	Draft School Circulation Plan		1		4	6	10		10		\$ 964.52
	Final School Circulation Plan		1		1	2	2		2		\$ 305.40
9	Utility Coordination	0	0	1	5	2	6	0	6	0	\$ 671.60
	Coordination with Utilities			1	4	1	2		2		\$ 426.76
	Update Final Basemap				1	1	4		4		\$ 244.84
10	Right of Way Phase & Determination	1	0	0	2	0	2	0	2	0	\$ 253.72
	Right-of-Way assessment	1			2		2		2		\$ 253.72
11	Design	9	11	14	100	122	154	0	154	0	\$ 20,064.42
	Initial Design Coordination (utilities, future projects, etc.)	1	1		2						\$ 259.00
	60% Design Plans	4	4	4	40	60	80		80		\$ 9,133.04
	60% Cost Estimate			1	1		2		2		\$ 194.84
	60% Site Review Meeting				2						\$ 117.76
	60% Technical Specification Outline										\$ -
	90% Design Plans	2	4	4	30	30	40		40		\$ 5,437.80
	90% Special Provisions					12					\$ 663.36
	90% Cost Estimate			1	1		2		2		\$ 194.84
	Final Design Plans	2	2	4	24	20	30		30		\$ 4,063.78
	Final Special Provisions										\$ -
	Final Bid List/Cost Estimate										\$ -
	SUB-TOTAL HOURS	14	16	19	140	146	199	8	199	8	542
	Direct Labor Costs	\$988.68	\$1,129.92	\$1,341.78	\$8,243.20	\$8,070.88	\$6,501.33	\$303.52	\$6,501.33	\$303.52	\$26,579.31
	Labor Escalation										\$398.69
	Total Direct Labor Costs										\$26,978.00
	Overhead Costs										\$ 49,434.49
	Fee Cost										\$ 3,820.62
	TOTAL LABOR COSTS										\$80,233.11
	OTHER DIRECT COST (Non-Labor Costs)										\$ 25,957.70
	TOTAL NOT-TO-EXCEED										\$106,190.81

* Sr. Consultant rates have been discounted for Inyo County and are a 3% increase from 2021 rates per escalation allowance in the 10-H Esc

** updated rates effective 1/1/2023

Local Assistance Procedures Manual Exhibit 10-H1 Cost Proposal
Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts
 (Design, Engineering and Environmental Studies)

EXHIBIT 10-H1
Cost Proposal

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant Cardno, Inc.

Project No. ZP-21-010 Contract No. N/A Date 12/16/2022

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Sr. Consultant	Stephen Peck *	14	\$70.62	\$ 988.68
Sr. Consultant	Brian McRae *	16	\$70.62	\$ 1,129.92
Sr. Consultant	Jason Dukes *	19	\$70.62	\$ 1,341.78
Sr. Project Engineer	Grant Schmitz **	140	\$58.88	\$ 8,243.20
Project Engineer	Ivan Trujillo **	146	\$55.28	\$ 8,070.88
AutoCAD Technician	William Thomas **	199	\$32.67	\$ 6,501.33
Sr. Project Coordinator	Lori Browning **	8	\$37.94	\$ 303.52

* Sr. Consultant rates have been discounted for Inyo County

** updated rates effective 1/1/2023

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 26,579.31
b) Anticipated Salary Increases	\$ 398.69
c) Total Direct Labor Costs [(a) + (b)]	\$ 26,978.00

INDIRECT COSTS

d) Fringe Benefits (Rate: <u>70.23%</u>)	e) Total Fringe Benefits [(c) x (d)]	\$ 18,946.65
f) Overhead (Rate: <u>113.01%</u>)	g) Overhead [(c) x (f)]	\$ 30,487.84
h) General and Administrative (Rate: <u>0.00%</u>)	i) Gen & Admin [(c) x (h)]	\$ -
	j) Total Indirect Costs [(e) + (g) + (i)]	\$ 49,434.49

FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)]* fixed fee 5%] \$ **3,820.62**

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
				\$ -
				\$ -

l) TOTAL OTHER DIRECT COSTS \$ -

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Sierra Geotechnical Services, Inc.	\$ 3,683.00
LSC Transportation Consultants, Inc.	\$ 7,074.70
Triad/Holmes Associates, Inc.	\$ 15,200.00

(m) TOTAL SUBCONSULTANTS' COSTS \$ 25,957.70

(n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ 25,957.70

TOTAL COST [(c) + (j) + (k) + (n)] \$ **106,190.81**

NOTES:

- Key Personnel **must** be marked with an asterisk (*) and employees that are object to prevailing wage must be marked with two asterisks (**). All costs must comply with the Federal costs principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or excepted by Caltrans.
- Anticipated salary increases calculation must accompany.

Local Assistance Procedures Manual

EXHIBIT 10-H1
Cost Proposal

Exhibit 10-H1 Cost Proposal

Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) contracts

(Calculations for Anticipated Salary Increases)

Consultant Cardno, Inc. Contract No. N/A Date 12/16/2022**1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)**

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	Avg Hourly Rate	2 year Contract Duration
\$ 26,579.31 /	542 =	\$49.04	Year 1 Avg Hourly Rate

Avg Hourly Rate	Proposed Escalation		
Year 1 \$49.04	+ 3%	=	\$50.51 Year 2 Avg Hourly Rate
Year 2 \$50.51	+ 3%	=	\$52.03 Year 3 Avg Hourly Rate
Year 3 \$52.03	+ 3%	=	\$53.59 Year 4 Avg Hourly Rate
Year 4 \$53.59	+ 3%	=	\$55.19 Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each period by total hours)

Estimated % Completed Each Period	Total Hours per Cost Proposal	Total Hours per Period
Year 1 50.00% *	542 =	271 Estimated Hours Year 1
Year 2 50.00% *	542 =	271 Estimated Hours Year 2
Year 3 0.00% *	542 =	0 Estimated Hours Year 3
Year 4 0.00% *	542 =	0 Estimated Hours Year 4
Year 5 0.00% *	542 =	0 Estimated Hours Year 5
Total 100%	Total =	542

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)

Avg Hourly Rate (calculated above)	Estimated Hours (calculated above)	Cost Per Period
Year 1 \$49.04 *	271 =	\$13,289.66 Estimated Hours Year 1
Year 2 \$50.51 *	271 =	\$13,688.34 Estimated Hours Year 2
Year 3 \$52.03 *	0 =	\$0.00 Estimated Hours Year 3
Year 4 \$53.59 *	0 =	\$0.00 Estimated Hours Year 4
Year 5 \$55.19 *	0 =	\$0.00 Estimated Hours Year 5

Total Direct Labor Cost with Escalation	=	\$26,978.00
Direct Labor Subtotal before escalation	=	\$26,579.31
Estimated total of Direct Labor Salary Increase	=	\$398.69 Transfer to Page 1

NOTES:

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology.)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- Calculations for anticipated salary escalation must be provided.

Exhibit 10-H1 Cost Proposal

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904](#) - Cost Accounting Standards Board {when applicable}

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Stephen H. Peck Title*: Principal

Signature:  Date of Certification (mm/dd/yyyy): 12/16/2022

Email: stephen.peck@cardno.com Phone Number: 775.339.3321

Address: 295 Highway 50, Suite 1, Zephyr Cove, Nevada 89448-1533

*An individual executive or financial officer of the consultant’s or subconsultant’s organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Project management; Design; Environmental; Utilities; ROW; Bid Support; Construction Support



now



December 16, 2022

621 West Line Street
Suite 205
Bishop, CA 93514
USA
Phone +1 760 784 8521

www.cardno.com
www.stantec.com

Mr. Travis Dean
Engineering Assistant
Inyo County Public Works
168 N. Edwards
PO Drawer Q
Independence, CA 93526

RE: Contract Amendment Request for State Transportation Improvement Programs (STIP) Lone Pine Town Streets Project; State Funded Project: RPL-5948(101); County Project: ZP-21-010

Dear Travis,

Per our previous discussions during the initial site visit and email correspondence I am providing this request to amend the above referenced Contract to incorporate Whitney Portal Road and Hay Street into our project scope, extend the contract end date and to provide Surveys and Mapping services (Task 6) through Triad/Holmes Associates, Inc. (Triad) in replace of Eastern Sierra Land Surveys (ESLS). During coordination with ESLS on the revised schedule and expanded area/scope, ESLS notified Cardno (now Stantec) that they would not be able to perform the work and requested to be removed from the team, resulting in the Triad replacement.

Cardno (now Stantec) agrees to perform the following additional service(s):

- Include additional 1.0 miles of roadway in the project scope. The roadway extents cover Whitney Portal Road from Highway 395 west to the recent FLAP project (just east of the aqueduct) and Hay Street from Locust St. to Muir St. See Additional Scope Map for extents.
- No additional scope items, or modifications to the existing scope, are included or proposed with this amendment; the original scope will stay as-is. The modifications to the contract per this amendment include additional fees for the below tasks to account for the increased area of the project per this amendment.
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- Perform Task 7: Geotechnical Investigation as a part of the ES&P Phase in order to incorporate the findings into Task 3: Concept Plan.
- Extend contract duration; new end date of October 31, 2024. Per our previous discussion with the County, the project schedule has been delayed for both the Lone Pine School summer break and again to complete this Amendment 1 prior to continuing with the ES&P Phase work. For this reason, we proposed to extend the contract duration.

December 16, 2022

2



We thank you for all your efforts in facilitation of this project and look forward to continued progress. Please contact me if you have any questions or comment on this proposed amendment.

Sincerely,

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Stephen Peck PE
Principal
for Cardno now Stantec
Direct Line: +1 775 339 3321
Email: Stephen.Peck@cardno.com

A handwritten signature in blue ink, appearing to read 'Grant Schmitz'.

Grant Schmitz PE
Senior Project Engineer
for Cardno now Stantec
Direct Line: +1 760 784 8521
Email: Grant.Schmitz@cardno.com

Enc: Amendment 1 Fee Proposal
Additional Scope Map
cc: Lori Browning – Project Coordinator

Amendment 1
Attachment B

COST ESTIMATE
Amendment 1
Lone Pine Town Streets Project

ITEMS OF WORK	STAFF NAME-TITLE/CATEGORY	Cardno, Inc.							TOTAL CONSULTANT COST
		Stephen Peck *	Brian McRae *	Jason Dukes *	Grant Schmitz **	Ivan Trujillo **	William Thomas **	Lori Browning **	
		DIRECT LABOR RATE	\$70.62	\$70.62	\$70.62	\$58.88	\$55.28	\$32.67	
ITEM OF WORK DESCRIPTION									
1	Project Management	2	0	0	8	0	0	8	\$ 915.80
	Project Management	2			8			8	\$ 915.80
2	Preliminary Engineering Studies	0	0	0	4	4	2	0	\$ 521.98
	Review Existing Materials				2	2			\$ 228.32
	Preliminary Basemap				2	2	2		\$ 293.66
3	Concept Plan	2	2	4	8	6	15	0	\$ 1,857.73
	Develop Draft Concept Plan	1	2	2	4	4	12		\$ 1,201.78
	Develop Final Concept Plan	1			2	2	2		\$ 364.28
	Preliminary Cost Estimate			2	2		1		\$ 291.67
6	Surveys and Mapping	0	1	0	6	4	8	0	\$ 906.38
	Survey Control Establishment				2				\$ 117.76
	Field Surveying				2				\$ 117.76
	Final Basemap		1		2	4	8		\$ 670.86
7	Geotechnical Investigation	0	0	0	2	0	0	0	\$ 117.76
	Geotechnical Investigation				2				\$ 117.76
8	School Circulation Plan	0	2	0	5	8	12	0	\$ 1,269.92
	Draft School Circulation Plan		1		4	6	10		\$ 964.52
	Final School Circulation Plan		1		1	2	2		\$ 305.40
9	Utility Coordination	0	0	1	5	2	6	0	\$ 671.60
	Coordination with Utilities			1	4	1	2		\$ 426.76
	Update Final Basemap				1	1	4		\$ 244.84
10	Right of Way Phase & Determination	1	0	0	2	0	2	0	\$ 253.72
	Right-of-Way assessment	1			2		2		\$ 253.72
11	Design	9	11	14	100	122	154	0	\$ 20,064.42
	Initial Design Coordination (utilities, future projects, etc.)	1	1		2				\$ 259.00
	60% Design Plans	4	4	4	40	60	80		\$ 9,133.04
	60% Cost Estimate			1	1		2		\$ 194.84
	60% Site Review Meeting				2				\$ 117.76
	60% Technical Specification Outline								\$ -
	90% Design Plans	2	4	4	30	30	40		\$ 5,437.80
	90% Special Provisions					12			\$ 663.36
	90% Cost Estimate			1	1		2		\$ 194.84
	Final Design Plans	2	2	4	24	20	30		\$ 4,063.78
	Final Special Provisions								\$ -
	Final Bid List/Cost Estimate								\$ -
	SUB-TOTAL HOURS	14	16	19	140	146	199	8	542
	Direct Labor Costs	\$988.68	\$1,129.92	\$1,341.78	\$8,243.20	\$8,070.88	\$6,501.33	\$303.52	\$26,579.31
	Labor Escalation								\$398.69
	Total Direct Labor Costs								\$26,978.00
	Overhead Costs						183.24%	\$	49,434.49
	Fee Cost						5%	\$	3,820.62
	TOTAL LABOR COSTS								\$80,233.11
	OTHER DIRECT COST (Non-Labor Costs)								\$ 25,957.70
	TOTAL NOT-TO-EXCEED								\$106,190.81

* Sr. Consultant rates have been discounted for Inyo County and are a 3% increase from 2021 rates per escalation allowance in the 10-H Esc

** updated rates effective 1/1/2023

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 15th day of March 2022 an order was duly made and entered as follows:

*Public Works –
Budget
Amendments,
Cardno Contract*

Moved by Supervisor Kingsley and seconded by Supervisor Roeser to:

- A) Amend the Fiscal Year 2021-2022 State Funded Road Budget 034601 as follows: (1) increase estimated revenue in State Other object code 4499 by \$300,000 and (2) increase estimated revenue in Operating Transfers In object code 4998 by \$100,000 and (3) increase appropriations in Lone Pine Streets Rehab object code 5709 by \$400,000 (4/5ths vote required);
- B) Amend the Fiscal Year 2021/2022 Road Budget 034600 as follows: increase appropriations in Operating Transfers Out object code 5801 by \$100,000 (4/5ths vote required); and
- C) Approve the contract between the County of Inyo and Cardno, Inc. of Zephyr Cove, NV for the provision of Environmental and Engineering services in an amount not to exceed \$402,545.86 for the period of April 1, 2022 through June 30, 2023, contingent upon the Board's approval of the Fiscal Year 2022-2023 Budget, and authorized the Chairperson to sign.

Motion carried unanimously.

WITNESS my hand and the seal of said Board this 15th
Day of March, 2022



LESLIE L. CHAPMAN
Clerk of the Board of Supervisors

Leslie L. Chapman

By: _____

<i>Routing</i>
CC Purchasing Personnel Auditor CAO Other: Public Works DATE: March 28, 2022



County of Inyo



Public Works

DEPARTMENTAL - ACTION REQUIRED

MEETING: March 15, 2022

FROM: Travis Dean

SUBJECT: Consultant Contract for the Lone Pine Town Streets Project

RECOMMENDED ACTION:

Request Board:

A) Amend the Fiscal Year 2021-2022 State Funded Road Budget 034601 as follows: (1) increase estimated revenue in State Other object code 4499 by \$300,000 and (2) increase estimated revenue in Operating Transfers In object code 4998 by \$100,000 and (3) increase appropriations in Lone Pine Streets Rehab object code 5709 by \$400,000 (*4/5ths vote required*);

B) Amend the Fiscal Year 2021/2022 Road Budget 034600 as follows: increase appropriations in Operating Transfers Out object code 5801 by \$100,000 (*4/5ths vote required*); and

C) Approve the contract between the County of Inyo and Cardno, Inc. of Zephyr Cove, NV for the provision of Environmental and Engineering services in an amount not to exceed \$402,545.86 for the period of April 1, 2022 through June 30, 2023, contingent upon the Board's approval of the Fiscal Year 2022-2023 Budget, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:

On September 1, 2021, Inyo County Public Works released a Request for Proposals (RFP) for Environmental and Engineering Consultant Services in support of the State Transportation Improvement Program (STIP) Lone Pine Town Streets Project, with a due date of October 14, 2021. Public Works received two (2) responses to our RFP, one from Cardno, Inc. and one from Eastern Sierra Engineering. Each proposal was scored by three (3) Public Works employees, with each employee scoring Cardno, Inc. as having the best submittal.

The Lone Pine Town Streets STIP Project consists of preserving, extending the life, and improving the ride quality on various streets in Lone Pine. There are also project elements intended to improve access for public transit, pedestrians, and bicycles. There are 13 streets identified in the Project Study Report included in the scope of the project. New bike lanes are proposed to be added to Post Street, Lone Pine Ave., and Lake View Street. Improved Eastern Sierra Transit Authority (ESTA) bus loading will be delineated on East Muir Street. Crosswalk and pedestrian/vehicle flow will be evaluated and changed or reinstalled according to best practices. Non-compliant curb ramps in the project area should be brought up to ADA standards when warranted.

BACKGROUND/HISTORY OF BOARD ACTIONS:

In November 2015, Inyo County Public Works submitted a Project Study Report to request Programming in the 2018 State Transportation Improvement Program (STIP) for the Lone Pine Town Streets Project. On May 12, 2021, the California Transportation Commission (CTC) voted to award \$2,725,000.00 to Inyo County for the Lone

Pine Town Streets Project. \$61,000.00 was allocated for Project Approval and Environmental Documents, \$239,000.00 was allocated for Plans, Specifications, and Estimates, \$1,000.00 was allocated for Right-of-Way, and \$2,725,000.00 was allocated for construction.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve this contract. This is not recommended, as we would need to start the request for proposals over, and ask for an extension of the funding from Caltrans.

OTHER AGENCY INVOLVEMENT:

Caltrans

FINANCING:

This contract will be paid out of State Funded Road budget 034601 object code 5709 Lone Pine Streets Rehab. Please note that RMRA funds will match \$100,000 of the contract amount as shown above in the budget amendment for the Road Budget (034600). There is sufficient fund balance in the Road Budget to cover the expenditure increase.

ATTACHMENTS:

1. Cardno, Inc. Contract

APPROVALS:

Trevor Taylor	Created/Initiated - 12/13/2021
Darcy Ellis	Approved - 12/14/2021
Travis Dean	Approved - 3/2/2022
Denelle Carrington	Approved - 3/2/2022
Breanne Nelums	Approved - 3/2/2022
Michael Errante	Approved - 3/2/2022
John Vallejo	Approved - 3/2/2022
Amy Shepherd	Approved - 3/3/2022
Michael Errante	Final Approval - 3/10/2022

CONTRACT BETWEEN THE COUNTY OF INYO
AND Cardno, Inc.
FOR THE PROVISION OF CONSULTANT SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for consultant services, and is heretofore entering this contract with Cardno, Inc. (hereinafter referred to as "Consultant"), in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as set forth below.

Any Forms or Exhibits herein referred to may be located and downloaded at:
<http://www.dot.ca.gov/hq/LocalPrograms/lam/forms/lapmforms.htm>

TERMS AND CONDITIONS

1. STATEMENT OF WORK

The Consultant 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 Consultant to perform under this Contract will be made by the Public Works Director. Requests to the Consultant for work or services to be performed under this Contract 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 Consultant by the County under this Contract. County by this Contract incurs no obligation or requirement to request from Consultant 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 Contract.

Services and work provided by the Consultant at the County's request under this Contract 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 Contract and, as applicable, as set forth, in Attachment E, attached hereto and incorporated herein.

2. PERFORMANCE PERIOD

(Choose Option 1 or Option 2)

Option 1 – Standard Contract

A. This Contract shall go into effect on April 1, 2022, contingent upon approval by County, and Consultant shall commence work after notification to proceed by County's Contract Administrator. The Contract shall end on June 30, 2023, unless extended by Contract amendment.

B. Consultant is advised that any recommendation for Contract award is not binding on County until the Contract is fully executed and approved by County.

Option 2 – On-Call Contracts

A. This Contract shall go into effect on _____, contingent upon approval by County, and Consultant shall commence work after notification to proceed by County's Contract Administrator. The Contract shall end on _____, unless extended by Contract amendment.

B. Consultant is advised that any recommendation for Contract award is not binding on County until the Contract is fully executed and approved by County.

C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this Contract, the terms of the Contract shall be extended by Contract amendment.

3. WORK SCHEDULE

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

4. ALLOWABLE COSTS AND PAYMENTS

A. The method of payment for this contract will be based on actual cost plus a fixed fee. County will reimburse Consultant for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by Consultant in performance of the work. Consultant will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved Consultant's Cost Proposal, found in Attachment B, unless additional reimbursement is provided for by contract amendment. In no event, will Consultant be reimbursed for overhead costs at a rate that exceeds County's approved overhead rate set forth in the Cost Proposal. In the event that County determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time or actual costs reimbursable by County shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by contract amendment.

B. In addition to the allowable incurred costs, County will pay Consultant a fixed fee of \$ 15,736.57 . The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.

C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal, Attachment B.

D. When milestone cost estimates are included in the approved Cost Proposal, Consultant shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of Consultant's fixed fee will be included in the monthly progress payments. If Consultant fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, County shall have the right to delay payment or terminate this Contract in accordance with provisions of Item 17 - Termination.

F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Contract.

G. Consultant will be reimbursed, as promptly as fiscal procedures will permit upon receipt by County's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work or which Consultant is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due County including any equipment purchased under the provisions of Item 10 - Equipment Purchase of this Contract. The final invoice should be submitted within 60 calendar days after completion of Consultant's work. Invoices shall be mailed to County's Contract Administrator at the following address:

Travis Dean
County of Inyo, Public Works Department
P.O. Drawer Q
Independence, CA 93526

H. The total amount payable by County including the fixed fee shall not exceed \$402,545.86.

I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal, found in Attachment B, and is approved by County's Contract Administrator.

For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

J. A Task Order is of no force or effect until returned to County and signed by an authorized representative of County. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by County.

5. STATE PREVAILING WAGE RATES

A. Consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.

B. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction, or more than \$15,000 for the alternation, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Section, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.

C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

A. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Consultant to provide the services and work described in Attachment A must be procured by Consultant and be valid at the time Consultant enters into this Contract or as otherwise may be required. Further, during the term of this Contract, Consultant 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 Consultant at no expense to the County. Consultant will provide County, upon execution of this Contract, 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 Consultant 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 Contract.

B. Consultant 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. Consultant 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. DEBARMENT AND SUSPENSION CERTIFICATION

A. Consultant's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2 CRF, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (non-procurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;

does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct with the past three (3) years. Any exceptions to this certification must be disclosed to County.

B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant's responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and date of action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

8. STATUS OF CONSULTANT

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

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

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

C. Consultant, its agents, officers, and employees are, and at all times during the term of this Contract shall, represent and conduct themselves as independent Consultant's, and not as employees of County.

9. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA

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

10. EQUIPMENT PURCHASE

A. Prior Authorization in writing, by County's Contract Administrator shall be required before Consultant enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or Consultant services. Consultant shall provide an evaluation of the necessity or desirability incurring such costs.

B. For purchase of any item, service or consulting work not covered in Attachment B, the Consultant's Cost Proposal, and exceeding \$5,000 prior authorization by County's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

C. Any equipment purchased as a result of this contract is subject to the following: "Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful replacement and is sold or traded in, County shall receive a proper refund or credit at the conclusion of the contract, or if the contract terminated, Consultant may either keep the equipment and credit County in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established County procedures; and credit County in an amount equal to the sale price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable by County and Consultant, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by County." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

11. 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 Consultant by County pursuant to this Contract are, and at the termination of this Contract remain, the sole and exclusive property of County. Consultant will use reasonable care to protect, safeguard and maintain such items while they are in Consultant's possession. Consultant will be financially responsible for any loss or damage to such items, partial or total, which is the result of Consultant's negligence.

B. Products of Consultant's Work and Services. Any and all compositions, publications, plans, 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, Consultant's services or work under this Contract are, and at the termination of this Contract remain, the sole and exclusive property of the County. At the termination of the Contract, Consultant will convey possession and title to all such properties to County.

12. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES

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

13. SUBCONTRACTING

A. Nothing contained in this Contract or otherwise, shall create any contractual relation between County and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to County for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. Consultant's obligation to pay its subconsultant(s) is an independent obligation from County's obligation to make payments to the Consultant.

B. Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Contract shall be subcontracted without written authorization by County's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal, Attachment B.

C. Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to Consultant by County.

D. All subcontracts entered into as a result of this Contract shall contain all the provisions stipulated in this Contract to be applicable to subconsultants.

E. Any substitutions of subconsultant(s) must be approved in writing by County's Contract Administrator prior to the start of work by the subconsultant(s).

14. DEFENSE AND INDEMNIFICATION

For professional services rendered under this Contract, Consultant agrees to indemnify, including the cost to defend County and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its employees or agents in the performance of professional services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the County.

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 Consultant, 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.

Consultant's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any

requirement in this Contract for Consultant to procure and maintain a policy of insurance. If the Consultant maintains higher limits than the minimum required on the Insurance attachment to this Contract, the County requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

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

15. RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; Consultant, subconsultants, and County shall maintain and make available for inspection all books, documents, papers, accounting records, and County shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, County, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Consultant and its certified public accountants (CPA) work papers that are pertinent to the Contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

16. AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this Contract that is not disposed of by Contract, shall be reviewed by County's Administrative Officer.

B. Not later than 30 days after issuance of the final audit report, Consultant may request a review by County's Administrative Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by County will excuse Consultant from full and timely performance, in accordance with the terms of this Contract.

D. Consultant and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Consultant's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract cost proposal, and ICR shall be adjusted by Consultant and approved by County contract manager to conform to the audit or review recommendations. Consultant agrees that individual terms of costs

identified in the audit report shall be incorporated into the contract by this reference if directed by County at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPS work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

E. Consultant Cost Proposal is subject to a CPA ICR Audit Work Paper Review by Caltrans' Audit and Investigation (Caltrans). Caltrans, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the Consultant and approved by the County's Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the Consultant to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

1. During a Caltrans' review of the ICR audit work papers created by the Consultant's independent CPA, Caltrans will work with the CPA and/or Consultant toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, County will reimburse the Consultant at a provisional ICR until a FAR complaint ICR [e.g. 48 CRF, part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials Audit Guide; and other applicable procedures and guidelines] is received and approved by A&I. Provisional rates will be as follows:
 - a. If the proposed rate is less than 150% - the provisional rate reimbursed will be 90% of the proposed rate.
 - b. If the proposed rate is between 150% and 200% - the provisional rate will be 85% of the proposed rate.
 - c. If the proposed rate is greater than 200% - the provisional rate will be 75% of the proposed rate.
2. If Caltrans is unable to issue a cognizant letter per paragraph E.1. above, Caltrans may require Consultant to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management Letter. Caltrans will then have up to six (6) months to review the Consultant's and/or the independent CPA's revisions.
3. If the Consultant fails to comply with the provisions of this Section E, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR and audit report within three(3) months of the effective date of the management letter. Caltrans will then have up to six (6) months to review the Consultant's and/or the independent CPA's revisions.

4. Consultant may submit to County final invoice only when all of the following items have occurred: (1) Caltrans approves or rejects the original or revised independent CPA-Audited ICR; (2) all work under this contract has been completed to the satisfaction of County; and (3) Caltrans has issued its final ICR review letter. The Consultant MUST SUBMIT ITS FINAL INVOICE TO local agency no later than 60 days after occurrence of the last of these items.

The provisional ICR will apply to this contract and all other contracts executed between County and the Consultant, either as a prime or subconsultant, with the same fiscal period ICR.

17. TERMINATION

A. County reserves the right to terminate this contract upon thirty (30) calendar days' written notice to Consultant with the reasons for termination stated in the notice.

B. County may terminate this contract with Consultant should Consultant fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, County may proceed with the work in any manner deemed proper by County. If County terminates this contract with Consultant, County shall pay Consultant the sum due to Consultant under this contract prior to termination, unless the cost of completion to County exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due Consultant under this contract and the balance, if any, shall be paid to Consultant upon demand.

18. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. Consultant agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.

B. Consultant also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

C. Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Consultant to County.

19. ASSIGNMENT

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

20. DEFAULT

If the Consultant 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 Consultant in default and terminate this Contract upon five (5) days written notice to Consultant. Upon such termination by default, County will pay to Consultant all amounts owing to Consultant for services and work satisfactorily performed to the date of termination. Default shall also apply if the contract is terminated because of circumstances beyond the control of consultant. The provisions of section 11.B "County Property," shall apply to any partially completed work if the contract is terminated or abandoned.

21. WAIVER OF DEFAULT

Waiver of any default by either party to this Contract shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Contract 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 Contract unless this Contract is modified as provided in Section 30 (thirty) below.

22. CONFIDENTIALITY OF DATA

A. All financial, statistical, personal, technical, or other data and information relative to County's operations, which are designated confidential by County and made available to Consultant in order to carry out this contract, shall be protected by Consultant from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by County relating to the contract, shall not authorize Consultant to further disclose such information, or disseminate the same on any other occasion.

C. Consultant shall not comment publically to the press or any other media regarding the contract or County's actions on the same, except to County's staff, Consultant's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.

D. Consultant shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by County, and receipt of County's written permission.

E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article. (For PS&E contracts add paragraph F, below, to paragraphs A through E, above).

F. All information related to the construction estimate is confidential, and shall not be disclosed by Consultant to any entity other than County.

23. CONFLICT OF INTEREST

A. Consultant shall disclose any financial, business, or other relationship with County that may have an impact upon the outcome of this contract, or any ensuing County construction project. Consultant shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing County construction project, which will follow.

B. Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.

Check here if C and D **DO NOT APPLY**.

(C and D do not apply if contract is NOT for preparation of Plans, Specs and Estimates)

C. Consultant hereby certifies that neither Consultant, nor any firm affiliated with Consultant will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

D. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

Check here if E, F and G **DO NOT APPLY**.

(E, F and G do not apply if Contract is NOT for Construction Contract Administration)

E. Consultant hereby certifies that neither Consultant, its employees, nor any firm affiliated with Consultant providing services on this project, prepared the Plans, Specifications, and Estimate for any construction project included within this contract. An affiliated firm is one, which is subject to the control of the same persons through joint- ownership, or otherwise.

F. Consultant further certifies that neither Consultant, nor any firm affiliated with Consultant, will bid on any construction subcontracts included within the construction contract. Additionally, Consultant certifies that no person working under this contract is also employed by the construction contractor for any project included within this contract.

G. Except for subconsultants whose services are limited to materials testing, no subconsultant who is providing service on this contract shall have provided services on the design of any project included within this contract.

H. If a Consultant is hired in a Management Position, complete and submit Caltrans LPMA Exhibit 10-U "Consultant in Management Position Conflict of Interest Statement," to County.

24. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

Consultant warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any County employee. For breach or violation of this warranty, County shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

25. PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING

A. Consultant certifies to the best of his or her knowledge and belief that:

1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", and/or Caltrans Exhibit 10-Q in accordance with the instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. Consultant also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

26. STATEMENT OF COMPLIANCE

A. Consultant's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Consultant has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the 5 applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Check here as C and D **DO NOT APPLY**.

(If NO Federal Funds will be used for this project, C and D do not apply.)

C. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 – Effectuation of Title VI of the 1064 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the State of California shall, on the basis of race, color, nationality, origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

D. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program show goal is employment.

27. POST CONTRACT COVENANT

Consultant 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 Contract, for any personal benefit, gain, or enhancement. Further, Consultant agrees for a period of two years after the

termination of this Contract, not to seek or accept any employment with any County, association, corporation, or person who, during the term of this Contract, 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, Consultant by virtue of this Contract has gained access to the County's confidential, privileged, protected, or proprietary information.

28. SEVERABILITY

If any portion of this Contract 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 Contract, 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 Contract are severable.

29. FUNDING REQUIREMENTS

A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.

B. This contract is valid and enforceable only, if sufficient funds are made available to County for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitation, conditions, or any statute enacted by the Congress State Legislature, or County governing board that may affect the provisions, terms, or funding of this contract in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.

D. County has the option to void the contract under the 30-day termination clause pursuant to Article VI, or by mutual agreement to amend the contract to reflect any reduction of funds.

30. AMENDMENT/CHANGE IN TERMS

A. This contract may be amended or modified only by mutual written agreement of the parties.

B. Consultant shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by County's Contract Administrator.

C. There shall be no change in Consultant's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by County's Contract Administrator.

31. NOTICE

Any notice, communication, amendments, additions, or deletions to this Contract, including change of address of either party during the terms of this Contract, which Consultant 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:
Public Works Department
PO Drawer Q Address
Independence, CA 93526 City and State

Consultant:

_____ Name
Address
City and State

32. ENTIRE CONTRACT

This Contract contains the entire Contract of the parties, and no representations, inducements, promises, or Contracts 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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IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS 28th DAY OF April, 2022.

COUNTY OF INYO

CONSULTANT

By: 
Signature
Dan Totheroh
Print or Type Name

By: 
Signature
Katie Ross-Smith
Print or Type Name

Dated: 04/28/2002

Dated: 4/26/2022

APPROVED AS TO FORM AND LEGALITY:

APPROVED AS TO PERSONNEL REQUIREMENTS:


County Counsel

N/A
Personnel Services

APPROVED AS TO ACCOUNTING FORM:

APPROVED AS TO INSURANCE REQUIREMENTS:


County Auditor


County Risk Manager

ATTACHMENT A

CONTRACT BETWEEN COUNTY OF INYO
AND Cardno, Inc.

FOR THE PROVISION OF CONSULTANT SERVICES

TERM:

FROM: _____ **TO:** _____

SCOPE OF WORK:

Cardno, Inc. of Zephyr Cove, NV will be providing the environmental and engineering design services for the Lone Pine Town Streets Project, RPL-5948(101). The scope of work attached includes the tasks and deliverables that will comprise the work.

The hourly rates, other direct costs and fees paid by the County for these services are shown in Attachment B to the Contract.



Scope of Work for

Environmental and Engineering
Consultant Services

State Transportation Improvement
Programs (STIP) Lone Pine Town
Streets Project

State Funded Project: RPL-
5948(101) County Project: ZP-
21-010



Prepared for
Inyo County Department of Public Works
168 N. Edwards Street, PO Drawer Q
Independence, CA 93526

Prepared by



621 West Line Street, Suite 205
Bishop, CA 93514
www.cardno.com

December 6, 2021

Scope of Work

Project Understanding

Cardno is excited to work on this important project that will improve and extend the service life of several streets in Lone Pine, California. The final project will improve access for multiple forms of transportation and eliminate continued major roadway maintenance in the area, with the intent of maximizing the extent of the project with the available funding. The project area comprises a mix of school, residential, and commercial uses with the state highway (Highway 395) bisecting the project area. The area currently includes two-lane roadways with established and unestablished walking paths, crosswalks, and sidewalks with multiple ingress/egress areas (driveways). The existing street condition requires ongoing major roadway maintenance and does not promote pedestrian or bicycle traffic. This project will resolve these issues and significantly improve the overall roadway condition for all users within the project limits.

Cardno recognizes the potential design challenges associated with possible driveway conflicts, utility relocations, and storm drainage—and that each of these has the potential to affect the construction cost. Through the development of the preferred alternative, and development of the design plans, these design components will be analysed to maximize efficiency and reduce conflicts to provide the most cost-effective construction project that not only meets the stated objectives but focuses on improved safety of multiple users and reduced long-term maintenance costs.

Based on a thorough review of the project site and RFP understanding of implementing projects funded with STIP funds (following the Caltrans LAPM), and coordination with Inyo County (County) we have developed the following scope of work.

ES&P Phase – Project Tasks

Task 1: Project Management (ES&P Phase)

Subtask 1A: Project Management

The Cardno project manager will coordinate with internal staff, sub-consultants and the County project manager throughout the project. Internal team communications will be led by the Cardno project manager, who will coordinate closely with task leaders. They will be readily available and will coordinate with the County project manager (and/or designee) and all other necessary parties involved to ensure a successful project. Cardno project manager will ensure each task and subtask is completed to the County's satisfaction, on time, to the scope, and on budget.

As part of these efforts, the Cardno project manager, along with select staff, will meet once monthly (virtually, via Microsoft Teams meetings or conference calls) with the County's project manager to coordinate the project deliverables, schedule status and design updates. Cardno will establish effective communication among the parties involved, including the County's planning, maintenance, and engineering staff; utilities; and the public, as well as funding, permitting, and regulatory agencies.

This subtask further includes internal Cardno team coordination and communication efforts required to perform the work, such as monthly budgeting, invoicing, subconsultant coordination and invoicing, and general project administration. A project coordinator will be assigned to facilitate these tasks from project inception to completion.

Subtask 1B: Public Meetings and Public Outreach

Cardno will support the County in public outreach efforts at one meeting during project development, most likely in the form of a public meeting/workshop. The meeting will provide a venue for facilitated communications between County staff and business owners, residents, and other stakeholders. The format of the public meeting will vary based on the meeting purpose and intended audience.

For the public meeting, the Cardno team will support County staff in developing graphics for a PowerPoint presentation, presentation materials, handouts, sign-in sheets, and other information and materials that are easy to follow and understand.

Subtask 1C: Field Review Meetings

Cardno will conduct one field review meeting at the project site with the design team and County in order to review particular and specific elements of the project, discuss alternatives, and determine site-specific approaches to designing and implementing the project most efficiently. The primary intent of this meeting is to identify the preferred alternative for the project, to develop the conceptual design. The Cardno design team and County staff will meet on-site to review the project area and coordinate/identify higher priority areas. The field review meeting will be separate from the public meeting and will be a design-focused meeting between the County and Cardno design team.

Task 1 Deliverables:

- > Monthly invoicing (6)
- > Monthly virtual meetings with the County (6)
- > One agenda for the public meeting
- > One meeting summary for the public meeting
- > One PowerPoint presentation for the public meeting

Task 1 Assumptions:

- > Task 1 is project management only for the ES&P phase, a separate task is allocated for project management related to the PS&E Phase.
- > The Caltrans LAPM submittals, coordination and project file will be maintained solely by the County.
- > Cardno is not scoped to assist with any audit-related efforts.
- > No regulatory or funding agency meeting are proposed.
 - No regulatory permits are anticipated to be required for the project.
- > Duration of the ES&P phase of the project will be 6 months
- > There will be (1) one public meeting.
- > For the public meetings, it is assumed that the County will provide a meeting recorder and record/document the meeting and develop meeting notes/summary.
- > The County will provide all meeting venues and will cover any costs associated with the venues.
- > There will be (1) one field review meeting.

Task 2: Preliminary Engineering Studies

One of the first orders of work for the Cardno team will be performing the preliminary engineering efforts to "define" the project specifics. The objective of this task will be to develop design concepts and related activities needed to establish the parameters for the design of the project. This effort will commence at the start of the project/notice to proceed and include the following efforts/subtasks.

Subtask 2A: Review Existing Materials

The Cardno team will coordinate with the County to obtain all project-related documents, including, but not limited to, existing survey data (control, boundary, topography, etc.), existing environmental data, grant application materials, and any other pertinent, local, project-related materials. Key Cardno staff will review these materials to obtain a detailed understanding of the project area, project requirements, and other project-related components prior to commencing other project-related efforts.

To facilitate the exchange of data, as part of this initial effort and the long-term project-related efforts, Cardno will establish a project-specific fileshare site or if the County uses Microsoft Teams, a Microsoft Teams channel. This will enable large files to be transferred electronically, saving both time and money. Cardno uses these sites on all of our projects and has found them to be a successful approach to data sharing.

Subtask 2B: Preliminary Basemap

To make the most efficient use of the County's funding, Cardno will hold off on performing any land surveying and detailed basemapping until the areas of improvements are clearly known and identified, along with the level of data required to design and construct the project. To facilitate the preliminary engineering efforts, Cardno will develop a preliminary basemap using Google Earth imagery, satellite-based topography, and available parcel map/ROW mapping (existing available information, no data collection, surveying, etc.). Accuracy of this basemap will be suitable for planning and concept plan development purposes.

Subtask 2C: Traffic Data Collection

While roadway traffic data has been collected recently, existing available bicycle/pedestrian and parking data is very limited. Cardno will retain the services of LSC Transportation Consultants (LSC) to lead and perform these related efforts. LSC will coordinate with the County, who will perform the bulk of the data collection, unless otherwise noted. LSC will spend 1 person-days in Lone Pine performing an overview traffic assessment and inventory of existing driver sight distance and bike/ped conditions and will then direct the County in collecting the following data:

- > Bicycle/pedestrian counts (County) – This will consist of half-hourly counts distributed across the 8 study streets and across the work day (7 AM to 6 PM). Counts will be scheduled to focus on locations near the schools at bell times. Counts will be conducted both for pedestrians/bicyclists traveling along the sides of the street (by side) as well as pedestrians crossing at specific crossing locations. School-age children will be tallied separately from other travelers.
- > Parking counts (County) – Over the course of the work day, counts of vehicles parked along the study area roadways will be conducted on a roughly 2-hour frequency. This will be tallied by block face.
- > Observation of school traffic/bus operations (LSC) – LSC will observe the traffic queue and bus operations at the peak morning and afternoon bell times at both schools. As needed, counts of queue lengths and occurrences of queue blocking will be conducted.
- > Inventory of existing signing and striping (County) – County staff will collect data and prepare simple summaries of existing striping and signing on the study roadways (as well as the side streets approaching the study roadways).
- > Review of existing safety conditions (LSC) – As part of the site visit, LSC will assess driver sight distance issues, including the impact of on-street vehicle parking on sight distances. LSC will also review Statewide Integrated Traffic Record System (SWITRS) data for information on reported crashes along the subject roadways. This will include an evaluate of crash severity, contributing factors, and involvement of pedestrians or cyclists.

This data will be summarized in a brief technical memorandum. The technical memorandum will be developed in a manner that supports the environmental review, potential project permitting (if necessary), and the circulation plan.

Subtask 2D: Develop Preliminary School Circulation Plan

Based on the data generated in Task 2C and other existing available data, LSC will prepare a school circulation plan for both the Lone Pine High School, focusing on project roadways in the immediate vicinity and with school access routes to the high school. This will reflect the guidance regarding safe routes to school planning reflected in Caltrans Active Transportation Planning documents. It will include a summary of existing school circulation conditions, and present recommendations regarding appropriate school access routes and physical improvements to enhance school access and safety. These may include new sidewalks, crosswalk enhancements, bicycle lanes, modifications to parking, auto loading and bus loading zones and access patterns.

A preliminary school circulation plan will be prepared for the environmental review phase as a part of the Preliminary Engineering Studies phase. This document will include maps (one for each school) showing access, bicycle and pedestrian routes and recommended signing/striping modifications. A technical memo will be provided presenting the recommendations, including any management strategies.

Task 2 Deliverables:

- > Preliminary Basemap
- > Traffic Data Technical Memorandum
- > Preliminary School Circulation Plan

Task 2 Assumptions:

- > Land surveying will not commence until the concept plans have been approved.
- > One integration of reviews/updates will occur for each deliverable identified.
- > Geotechnical investigation will not occur until the PS&E phase. The concept plans will utilize the County's initial study and the design team's review of existing information for pavement rehabilitation recommendations.
- > LSC will coordinate with the County, who will perform the traffic data collection, unless otherwise noted above. Traffic data collection will encompass the entire project study area.
- > The school circulation plan will focus primarily on the Lone Pine High School and project roadways with school access routes to the high school. These include Lone Pine Avenue, Mt. Whitney Drive, Lake View Street and E. Muir Street.

Task 3: Concept Plan

The Cardno team will develop a concept plan for the project that will meet the project objectives within the funding requirements. Prior to commencing the development of concept plans, Cardno will meet with the County (field review meeting) to review the project area and coordinate/identify higher priority areas. Traffic engineering (Task 2) will provide preliminary striping recommendations for the study area roadways with school access routes, which will be incorporated into the concept plans. These plans will be developed using existing available information (preliminary basemap, Task 2) and will feed into the next phases of the project with the intent to target the surveying and geotechnical efforts to the areas where they are most required and to avoid surveying/investigation in areas where it is not required, thus reducing unneeded expense to the County.

A high-level cost estimate will be developed for the concept plan. The cost estimate will enable the County and Cardno to determine the extent of work that can be performed within the limits of the funding. The estimate will be developed based on unit costs of similar work on similar projects in the general area/region (previous bid tabulations/construction bids) with escalations applied to account for project work occurring at a future date. The concept plans and estimate will be based on the County's initial study of the project needs, the design team's review of existing information, traffic studies, the field review meeting results, and preliminary assessment of cost-efficient opportunities for the project.

Once the concept plans and cost estimate are developed, in draft form, Cardno will present to the County for review, comments, and updates.

The concept plans will be finalized based on comments from the County and will be brought forward as the project to be designed in the subsequent PS&E phase. The concept plans will be concept-level drawings, prepared to a 10 percent design level, and will incorporate recommendations from the preliminary school circulation plan. The concept plans will define the project design specifics and will provide adequate information to perform PS&E tasks such as project survey, utility coordination and initial environmental review.

Task 3 Deliverables:

- > Project Concept Plans and Cost Estimate

Task 3 Assumptions:

- > Concept plans will be developed on the preliminary basemap, and no surveying will occur until after the concept plan is approved.
- > One integration of reviews/updates will occur for each deliverable identified.

Task 4: Environmental Studies and Documentation

Our local and regional environmental staff will be performing the environmental compliance effort for this project. Our approach is based on a straightforward, cost-effective process that produces sound and defensible documents. We solicit and integrate agency and public issues and concerns early in the project planning process to define the required level of environmental documentation. Cardno believes that successful analysis of both basic and complex projects lies in the development of a complete and accurate project description.

This project is currently in the planning stages and has not yet been totally defined. As a result, we cannot precisely define the level of environmental compliance required for the project; however, based on the proposed actions, the project area, and our knowledge and experience, we have confidence that there is a high likelihood our recommended approach and level of documentation will be acceptable. This approach will be confirmed with the County at the initiation of the environmental review, which will occur after the completion of the concept plan (Task 3) when the project and project-related impacts can be clearly understood and/or assumed.

Based on the existing project area conditions and conceptual concepts and areas provided in the RFP, the project is assumed to rehabilitate 2.75 miles of Lone Pine's existing roadways and will not be located in an area of critical concern, as the following are not anticipated to occur in, or in the vicinity of, the project area:

- > Special-status species
- > Critical habitat (including jurisdictional waters of the US or state)
- > Unique habitat (e.g., wildlife refuge, deer wintering range)
- > Important farmland
- > Wetlands
- > Wild and scenic rivers
- > Officially designated scenic area
- > Cultural resources
- > Floodplains
- > Areas of hazardous concerns

Based on these conditions and driven by forthcoming design efforts, Cardno believes the level of review under CEQA may be a categorical exemption pursuant to state CEQA Guidelines based on the following exemption class:

Section 15301 (Class 1 – Existing Facilities) – “Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. ... The key consideration is whether the project involves negligible or no expansion of an existing use.”

This categorical exemption has been previously successfully used on similarly funded projects and similar types of project improvements/project areas. Therefore, Cardno feels confident in the use of a categorical exemption for the project and believes it to be a realistic approach with which to proceed. As a result, and based on the previous studies and data collection by the County, we propose the following environmental efforts (desktop reviews only, no field assessments):

- > Cultural resources archival research, including archaeological resources (prehistoric and historic-era), built-environment resources (historic buildings), and Native American resources
- > Biological resources
- > Preparation and filing of a notice of exemption
- > Compilation of the administrative record in support of categorical exemption

However, based on similar projects that our team has planned, designed, and implemented, the presence of cultural resources within the project area could trigger a CEQA Guideline Exception (Section 15300.2).

The existence of this exception would require the project to go through the CEQA process even if the project otherwise meets the criteria of a categorical exemption. Should the cultural resources inventory identify resources listed or deemed eligible for listing in the National Register of Historic Places, Cardno can prepare a project-level document, including an initial study (IS) in support of a negative declaration (ND) pursuant to CEQA assuming the resource can be avoided or an IS Mitigated Negative Declaration (MND) to identify mitigation that will reduce any potential impact to less than significant. Cardno's scope of work and associated budget do not include this effort, as it is anticipated that this will not be required, but we note that the final approach cannot be determined until the cultural efforts have been completed.

Further, based on our review of the project area and project funding, it is anticipated and assumed that no federal land or funding will be included in the project and therefore no NEPA documentation will be required or developed. In the event federal funding is obtained, or federal land becomes part of the project, a NEPA review/documentation process will be required. Cardno can provide complete NEPA review and documentation following the federal lead agency standards and requirements, using the data collected as part of the CEQA efforts.

Subtasks associated with Cardno's proposed streamlined environmental process are described below.

Subtask 4A: Environmental Review

Biological Resources

Wildlife

Cardno proposes to streamline the biological resource efforts based on the characteristics of the existing project area and perform desktop reviews that include querying applicable wildlife databases for Lone Pine. Based on our review of the existing project area during our proposal development efforts, we anticipate that no critical or sensitive habitat exists and therefore no protocol-level surveys will be required. As a resource protection measure, included in the environmental documentation associated with the project, pre-construction nesting surveys for migratory birds will be necessary for compliance with existing federal, state, and regional resource protection programs and will be detailed in the resource avoidance and protection measures document.

The review will be documented in a brief biological resources technical memorandum addressing both wildlife and botanical resources.

Botanical

Cardno proposes to conduct biological database queries and review the most recent California Natural Diversity Database (CNDDDB) occurrence records. Based on the project area location, botanical resources are anticipated to be located within the project area, and the database queries will confirm this. We therefore assume that no field surveys will be required. If the biological database queries indicate habitat for sensitive plants is present, both early- and late-blooming period surveys will most likely be required. In this event, Cardno will coordinate with the County on these effects to the proposed environmental process and amend the scope and budget as necessary.

The review will be documented in a brief biological resources technical memorandum addressing both wildlife and botanical resources.

Cultural Resources

A review of cultural resources located within the project area will be conducted to ensure the environmental clearance is acceptable and defensible. This effort includes archival research for archaeological resources (prehistoric and historic-era), built environment resources (historic buildings), and Native American resources that may be present within the Area of Potential Effects (APE).

Archival research to identify archaeological and built-environment resources will include a records search. This research will incorporate the project area and a buffer of up to 0.25 mile. This search will include a review of existing site records and investigation reports, historical mapping, and documentary sources specific to the proposed project alignment and immediate area. Archival research will include:

- > Local historical societies and museums
- > Review of General Land Office records, deeds, land patent records, and Inyo County assessor's offices
- > California Historical Resources Information System (CHRIS) office in Riverside, California
- > Request for Sacred Lands File from the Native American Heritage Commission
- > Development of site-specific resource protection measures
- > Development of Inadvertent Discovery Plan and Human Burial Remains Treatment Plan

No cultural pedestrian surveys of the APE are proposed, because the APE is a heavily disturbed and compacted area where intact surface cultural remains are unlikely.

Native American community outreach under Senate Bill (SB) 18 and notification of local tribes under Assembly Bill (AB) 52 does not apply if a CEQA document is not being prepared. Essentially, if the project is exempt under CEQA, there is no notice required, and therefore this is not assumed in our budget.

In the event the project is not exempt under CEQA, Native American community outreach under SB 18 and notification of local tribes under AB 52 would be required, and Cardno's cultural resources specialists will contact the Native American Heritage Commission requesting a search of the Sacred Lands File and a list of appropriate Native American representatives and tribal organizations. Cardno would contact each of the representatives by mail and phone/email as necessary to inquire if they have an interest in or concerns related to the proposed project. At the request of the County, Cardno will assist with SB 18 and AB 52 compliance, which is required to be conducted on a government-to-government basis only. The results of this outreach will be detailed in a CEQA-compliant cultural resources report (described below) meeting the formatting and content requirements of CEQA and the County.

Cardno will develop a CEQA-compliant cultural resources report. This report will conform to California Office of Historic Preservation guidelines and will include California Register of Historical Resources/ National Register of Historic Places listing recommendations for each prehistoric or historic-era resource documented within or immediately adjacent to the APE.

Subtask 4B: Environmental Documentation

Based on our current knowledge of the project and project area and knowledge of previous environmental documentation, Cardno is proposing that a CEQA categorical exemption will provide environmental clearance for project approvals. Based on this assumption, Cardno will prepare a brief project description, a project record and findings in support of exemption, and the notice of exemption form for review and signature by the County, as well as file the notice of exemption with the Office of Planning & Research and Inyo County Clerk to initiate a shorter statute of limitation of 35 days.

In the event that any of the unknown or unforeseen circumstances documented previously in this task arise and the CEQA categorical exemption is not acceptable to the County or other participating agency, the Cardno team can prepare the project-level IS/ND as directed by the County under a contract amendment.

Task 4 Deliverables:

- > Brief biological resources technical memorandum
- > CEQA-compliant cultural resources report
- > CEQA categorical exemption

Task 4 Assumptions:

- > No federal funds, or federal land, are part of the project.
- > No NEPA documentation will be required.
- > No field investigations/pedestrian surveys will be performed.
- > No SB 18 or AB 52 Native American outreach/notification is required.
- > The CEQA level is that of a categorical exemption.

PS&E Phase – Project Tasks

Task 5: Project Management (PS&E Phase)

Subtask 5A: Project Management

The Cardno project manager will coordinate with internal staff, sub-consultants and the County project manager throughout the project. Internal team communications will be led by the Cardno project manager, who will coordinate closely with task leaders. They will be readily available and will coordinate with the County project manager (and/or designee) and all other necessary parties involved to ensure a successful project. Cardno project manager will ensure each task and subtask is completed to the County's satisfaction, on time, to the scope, and on budget.

As part of these efforts, the Cardno project manager, along with select staff, will meet once monthly (virtually, via Microsoft Teams meetings or conference calls) with the County's project manager to coordinate the project deliverables, schedule status and design updates. Cardno will establish effective communication among the parties involved, including the County's planning, maintenance, and engineering staff; utilities; and the public, as well as funding, permitting, and regulatory agencies.

This subtask further includes internal Cardno team coordination and communication efforts required to perform the work, such as monthly budgeting, invoicing, subconsultant coordination and invoicing, and general project administration. A project coordinator will be assigned to facilitate these tasks from project inception to completion.

Task 5 Deliverables:

- > Monthly invoicing (9)
- > Monthly virtual meetings with the County (9)

Task 5 Assumptions:

- > Task 1 is project management only for the PS&E phase, a separate task is allocated for project management related to the ES&P Phase.
- > Duration of the PS&E phase of the project will be 9 months

Task 6: Surveys and Mapping

Cardno team will perform field surveying after development and approval of the concept plans or at a time when the extents and areas of the project are set. Cardno will retain the services of Eastern Sierra Land Surveys (ESLS) to perform the land surveying associated with the project.

Since the extent of the survey, level of detail, and specific areas will not be determined/known until the concept plan is completed, the scope and subtasks described below provide an overview of the approach that the Cardno team will take to surveying and mapping. This approach will be followed, but the extents and level of effort required are not known. For the purposes of costing, budgeting, and scheduling, we assumed a set amount of field time based on our best estimation from similar projects and levels of effort. Upon approval of the concept plans, the surveying and mapping efforts will be reviewed with the County, will be reduced from that which is assumed in this proposal.

Subtask 6A: Survey Control Establishment

As part of ESLS's initial efforts, the control for the project will be determined by the project manager and lead land surveyor. The control will be established for use in the surveying/basemapping, design, and construction efforts. The control necessary for these efforts will be set in manners and locations that minimize the potential for disturbance and destruction, so they can be used in future phases of the project (including construction). The survey will be performed on a known datum and projection, similar to that used by Caltrans and County surveys.

Subtask 6B: Field Surveying

ESLS will provide the necessary field surveying efforts for the project and collect the necessary field information (e.g., topography, planimetrics, and boundary) to develop an accurate basemap. The boundary information will be based on recovered Inyo County surveyor and Centerline Street monuments along with property markers in the project area for the development of an accurate boundary map. The topographic information collected will be sufficient to develop 1-foot contours within the preferred alternative project area. The planimetric survey will include survey shots of all found features (e.g., structures, drainage features, curbs, sidewalks, traffic signals, surface evidence of underground utilities, existing overhead utilities, fences, and walls) within the survey area.

Subtask 6C: Final Basemap

Careful and detailed mapping is critical to successful project design and construction; the basemap will be used in all future design efforts. The Cardno team will compile the field survey data collected and develop a detailed project basemap. The initial phase of this effort will be the development of a draft basemap. The draft basemap will then be field checked by walking the project site, confirming all aspects are correct, and documenting any errors. The basemap will then be updated, providing the Cardno team and the County with an accurate map that can be trusted throughout the design process.

The process outlined above is an ideal approach to ensure the topographic and planimetric features are accurate. However, the boundary survey cannot be performed in such a manner. The boundary information collected during the field survey will be used to develop the boundary mapping in conjunction with subdivision and record maps. Unfortunately, older areas, such as the project area, have inconsistent boundary information. Therefore, best fit boundary information will be determined by a licensed land surveyor (i.e., ESLS). Cardno has successfully followed this approach on previous projects and find it typically provides an accuracy of approximately 2 feet horizontally for the boundary. This is taken into account during the development of the design to ensure the improvements are within the ROW. In the event improvements require installation in or near these boundaries, easements are obtained or a more detailed, site-specific survey can be completed.

Task 6 Deliverables:

- > Final basemap

Task 6 Assumptions:

- > Surveying will not commence until the concept plan has been completed and the project has initiated the PS&E Phase.
- > Surveying level of effort will be limited to eight days of field time (control and survey).

Task 7: Geotechnical Investigation

Accurate geotechnical analysis will be key to providing a roadway rehabilitation solution that is both cost-efficient and durable over the long term. The primary goal of the geotechnical report will be to review the roadway rehabilitation treatments proposed in the County's initial project study report and to evaluate other treatment possibilities given the nature and condition of the existing soils.

SGSI's field exploration will consist of both pavement coring and test pits. Approximately ten 6-inch-diameter cores will be excavated within the proposed street improvement areas. As the excavations are advanced, they will be measured for thickness, and subsurface soil types will be recorded. The information collected will help identify thickness of existing pavement, existence of Class II base and its thickness, and the nature of the subgrade soils. Field exploration will also consist of approximately five backhoe test pits adjacent to paved roadway areas. The test pit soils will be logged as the excavations advance, and subgrade soil samples will be collected for laboratory testing. All excavations will be backfilled and compacted, and all cores will be patched with asphalt cement. SGSI will perform a Notification of Underground Service Alert to clear boring locations for the potential presence of underground utilities.

The soil samples collected will be tested. Testing will include classification and grain size determination, in-place moisture and density, maximum dry density, and R-Value testing. Following testing, SGSI will perform a geotechnical evaluation and analysis of the collected field and laboratory data and prepare a geotechnical report presenting the results of the findings. The report will include recommendations and rehabilitation considerations for the project.

This task will be imperative to providing the County with proper and accurate pavement rehabilitation alternatives. A proper geotechnical evaluation will undoubtedly lead to construction cost savings and will allow the County to maximize the project rehabilitation area and its impact on Lone Pine.

Task 7 Deliverables:

- > Geotechnical report (preliminary and final)

Task 7 Assumptions:

- > Geotechnical investigation will not commence until the concept plan has been completed and the project has initiated the PS&E Phase.

Task 8: School Circulation Plan

LSC will prepare an update and final school circulation plan for the Lone Pine High School, focusing on project roadways with school access routes to the high school. This will be an updated version of what was developed in the ES&P phase to provide information and support the final design of the project. This will additionally reflect the guidance regarding safe routes to school planning reflected in Caltrans Active Transportation Planning documents. It will include a summary of existing school circulation conditions, and present recommendations regarding appropriate school access routes and physical improvements to enhance school access and safety. These may include new sidewalks, crosswalk enhancements, bicycle lanes, modifications to parking, auto loading and bus loading zones and access patterns.

A final stand-alone document will be prepared presenting the school circulation plan as a part of the PS&E phase. A draft document will be provided for County review and comment, after which a final document will be prepared.

Task 8 Deliverables:

- > Final School Circulation Plan (Draft and Final)

Task 8 Assumptions:

- > No work will commence until the concept plan has been completed and the project has initiated the PS&E Phase.

Task 9: Utility Coordination

The Cardno team will obtain existing utility grid maps, incorporate the mapping into the final project basemap, and update the locations based on the field survey of visual appurtenances (manholes, valves, etc.). The coordination effort with the utilities will commence early in the planning to minimize potential project delays and identify any major utility.

Once the concept plan is determined and surveying and mapping have been completed, the grid map information will be incorporated into the project basemap for use in the development of the 60 percent design and future design steps. This will enable the Cardno team to clearly understand the utility locations (horizontally), identify potential conflict areas, and note any potential potholing needed.

It is not anticipated that major utility conflicts will occur as minimal undergrounding is anticipated. Therefore, Cardno will implement an approach to potential utility conflicts that we have used on similar projects. We will not perform potholing as part of the design; instead, we will identify any potential conflicts on the plans and call for the construction contractor to pothole these potential conflicts as the first order of construction work. If there is a conflict, this will provide adequate time to coordinate potential revisions prior to major construction commencing and minimize the potential for delay claims.

During the project design process (typically following concept design), Cardno will submit improvement plans, if required, to utility companies per the individual company requirements and will begin coordinating utility relocations and/or cover adjustments as needed. This communication will enable a time to interact/coordinate with the utility company staff, determine alternative designs and/or relocation alternatives, and further coordinate construction sequencing and scheduling to be incorporated into the construction documents.

In addition to the utility coordination discussed in this sub-section, ROIs are required to be completed for each affected utility in order to follow the Caltrans LAPM process and receive a ROW certification. The scope and costs associated with these efforts are include in Task 1 of this scope of work.

Task 9 Deliverables:

- > None

Task 9 Assumptions:

- > The County will provide a complete list of utility companies and appropriate contacts to Cardno within 1 week of the notice to proceed.
- > No utility potholes will be performed.
- > Utility information will be incorporated into the final project basemap.

Task 10: Right-of-Way Phase and Determination

There is no anticipated acquisition associated with the project, and, therefore, no budget has been allocated to acquisition. Efforts are limited to identification of potential acquisition, easements, rights-of-entry, and/or temporary construction easements, though none are anticipated to be required to construct the Project. These efforts will include a review of the proposed project improvements (60% Design) in relation to the existing ROW limits and identify areas that may require some form of acquisition. This information will be provided to the County in the forms of figures (plan sheets with areas identified) to facilitate discussion and coordination. The intent of this coordination effort will be to modify the design/project to avoid the need for acquisition.

In the event the County does not wish to modify the design to avoid acquisition requirements, or if a right-of-entry/temporary construction easement/other acquisition becomes required to construct the project, Cardno can assist the County in any and all of the obtainment efforts. In this scenario (not included in this scope/budget), all contact with the property owner will be led by a licensed California real estate broker, who will be added to the Cardno team if the County does not wish to perform and lead these efforts. Cardno has worked with Interwest Consulting Group on previous projects and highly recommends engaging them based on their extensive knowledge, past performance, and understanding of the acquisition process.

Task 10 Deliverables:

- > ROW assessment/figure (60 percent design)

Task 10 Assumptions:

- > No acquisition is assumed to be required for the project.

Task 11: Design

The project design will commence following the development and approval of the concept plans and estimate and the completion of field surveying and basemap development (Task 6), along with the geotechnical investigation (Task 7). The design process will follow a standard 60 percent, 90 percent, and final design/construction document review process, whereby the County will be provided design documents to review at each step.

The project design will incorporate several key project elements. The following are a few key design considerations/elements that will be included in the project:

- > Account and provide for on-street parking
- > Account and provide for local storm drainage
- > Account for geotechnical conditions in the project area
- > Account for school circulation plan
- > Coordinate with future projects in the vicinity (utility and/or Caltrans)

The project area encompasses areas that include extensive on-street parking for both residential and commercial uses. The project design must incorporate on-street parking equal to or in excess of the existing parking, generally in the same locations. In addition, the parking and traffic patterns need to be considered in concert with pedestrian mobility to provide safe mobility for all users.

The project area has the potential to be adjacent to the state highway and further to include aboveground and belowground utilities of varying ages and sizes. As part of the initial design efforts, it is imperative for the County and design team to coordinate with utility companies and Caltrans to identify any ongoing, concurrent, and/or future projects within or adjacent to the project area. By performing this initial coordination, projects outside of the project area can either be incorporated into the project or coordinated with to avoid any duplicate efforts or, worse, result in effects to the current project.

Each of these design considerations, along with those identified during the preliminary engineering efforts will be reviewed and incorporated into the project design. The design steps and subtasks associated with the project design are as follows.

Subtask 11A: 60 Percent Design Package

Once the concept plans have been determined and the PS&E phase has been initiated, plans will be developed to the 60 percent design level, showing the level of detail necessary for the project to enter into an environmental compliance review. The 60 percent plans will be developed on the final basemap, incorporating all of the survey information/data collected and incorporate the information generated from the Geotechnical Investigation.

The Cardno team will develop the 60 percent design of the project based on the concept plans. The 60 percent design will be produced in both horizontal and vertical design, with sufficient underground utility information to ensure major utility conflicts can be minimized, avoided, or mitigated. The plans will highlight key features of the design for construction of the project and sufficiently show improvements, such as roadway modifications (e.g., plan, profile, and cross-sections); bicycle routes; ADA-compliant pedestrian access routes; storm drainage improvements; utility conflicts and potential relocations; revegetation/restoration/landscaping (if necessary); survey control; notes; legend; title sheet; traffic control; staging, storage and access; and temporary best management practices plans and details.

Upon completion, the Cardno team will provide the 60 percent design plans to the County for review and comment. Comments received will be incorporated into the 90 percent design. During the County review period, the Cardno team will meet with the County to review the plans and conduct a review meeting at the project site. This meeting will enable the Cardno team and the County to walk the project site and review the proposed improvements against the existing conditions. This will allow both parties to identify any potential project issues/complications (and also any project benefits), so that they can be addressed on the project plans to minimize the potential for construction change orders.

We will produce a construction cost estimate to detail the anticipated project costs. The Cardno team will prepare a cost estimate based on the 60 percent design. The estimate will be based on recent construction costs (unit prices) for similar work in the region to ensure accuracy of the estimate (with a target of 20 percent accuracy/use of a 20 percent contingency). The estimate will expand on the preliminary engineering cost estimate developed with the approved concept plans for the project with refinements and updates based on the 60 percent design.

At this stage of the design process, the Cardno team proposes to develop a project specification/special provisions outline, rather than full project specifications/special provisions. These will be developed at the 90 percent design stage, when the project design is refined and all design aspects of the project are nearly complete. This will reduce the efforts on the specifications/special provisions and reduce County review time, allowing for a faster project delivery process at a reduced cost.

Subtask 11B: 90 Percent Design Package

The Cardno team will prepare a 90 percent design package for the project that will include updated plans, cost estimate and initiate the development of the technical specifications/special provisions. The 90 percent design will be developed based on comments received from the County on the 60 percent design. These efforts are to represent a 90 percent design and be sufficient to clearly define the project for permitting purposes.

Subtask 11C: Final Design Package/Bid Set

The Cardno team will prepare a 100 percent design package and bid documents for the project. We will develop the 100 percent design based on comments received from the County on the 90 percent design, along with permit conditions received from the permit applications (if any permits are required for the project). The 100 percent design will be a bid/construction-ready set of construction documents, including complete plans, technical specifications/special provisions, bid list, and cost estimate.

Task 11 Deliverables:

- > 60 percent, 90 percent, and final plans
- > 60 percent, 90 percent, and final cost estimate/bid list
- > 60 percent technical specifications/special provisions outline
- > 90 percent and final technical specifications/special provisions

Task 11 Assumptions:

- > Costs are assumed for this task; upon determination of the concept plans, Cardno and the County will review the proposed project and refine/revise the scope and cost.
- > No 30 percent design will be performed; the project will go from the concept plans to the 60 percent design step.
- > Technical specifications/special provisions will be produced using the Caltrans Standard Specifications for the technical components of the project. The County will be responsible for all front-end, boilerplate, and/or contractual sections. It is assumed that special provisions to the Caltrans Standard Specifications, similar to how Caltrans produces similar documents, will be provided.
- > No Caltrans Encroachment Permit will be required.

Task 12: Environmental Permitting

The project is anticipated to disturb more than 1 acre of land and therefore trigger the necessity for a project SWPPP, development of a notice of intent (NOI), and enrolment under the State Construction General Permit (disturbance of more than 1 acre for a linear service project) as part of the Stormwater Multiple Application and Report Tracking System (SMARTS). However, based on the review of the project area and the assumption that there will be no active work/disturbance to a drainage or irrigation ditch/slough hydrologically connected to Owens River, there is assumed to be no necessity for obtaining a State Water Board 401, US Army Corps of Engineers 404, or California Department of Fish and Wildlife permits to implement the project.

Cardno will review project permitting requirements as part of our environmental documentation review and development. This enables all parties to understand, and agree to the permitting needs of the project and further enables the engineering designers to know the limits of what can and cannot be done to meet the environmental and permitting requirements. The permitting applications and approvals are then completed after the 90 percent design step, when the project is clearly defined, enabling for streamlined permit approvals.

Task 12 Deliverables:

- > SMARTS NOI
- > SWPPP

Task 12 Assumptions:

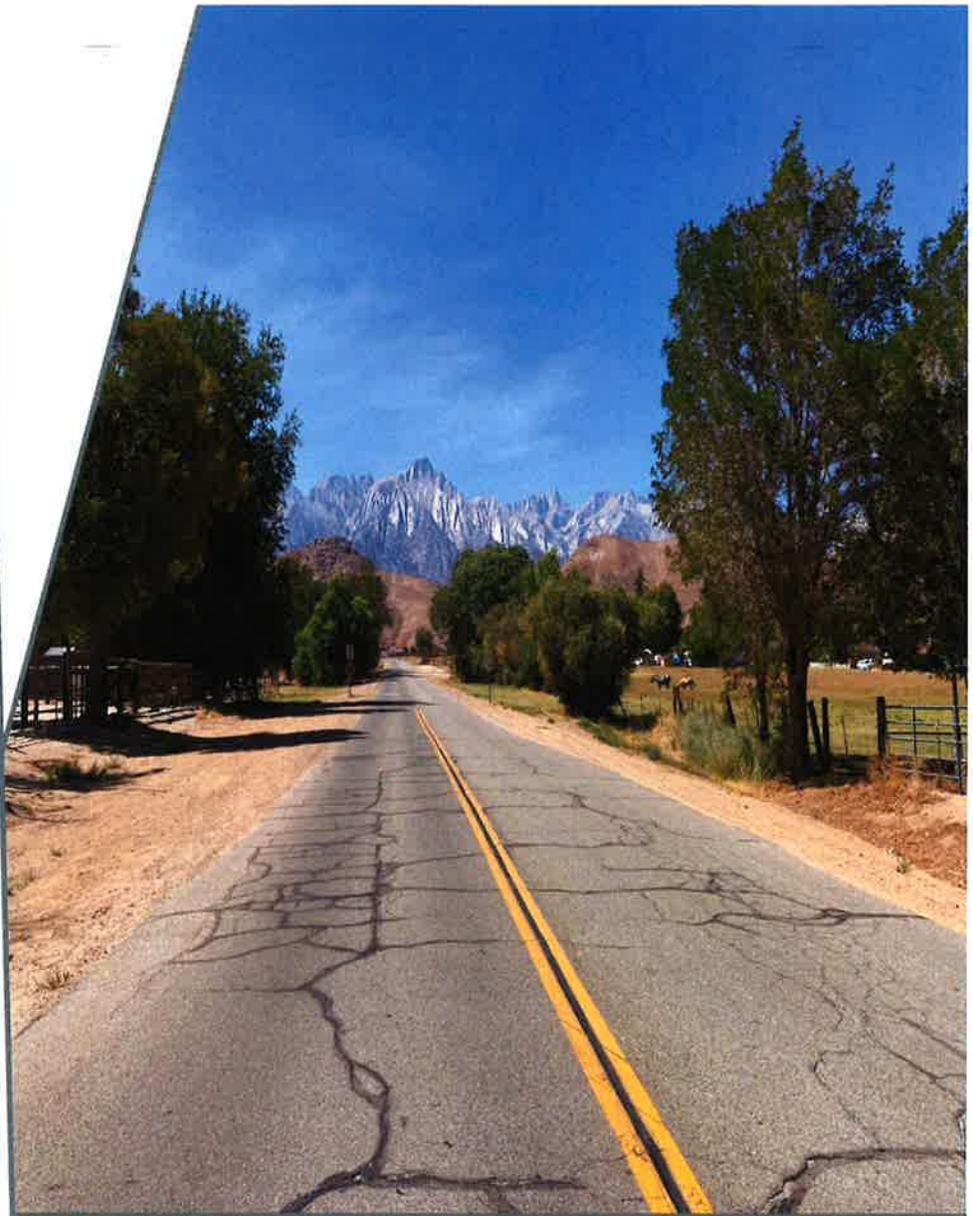
- > No permits will be required for the project other than enrollment under the State Construction General Permit.

Schedule of Work

The Cardno team's proposed project schedule is provided in Appendix A.

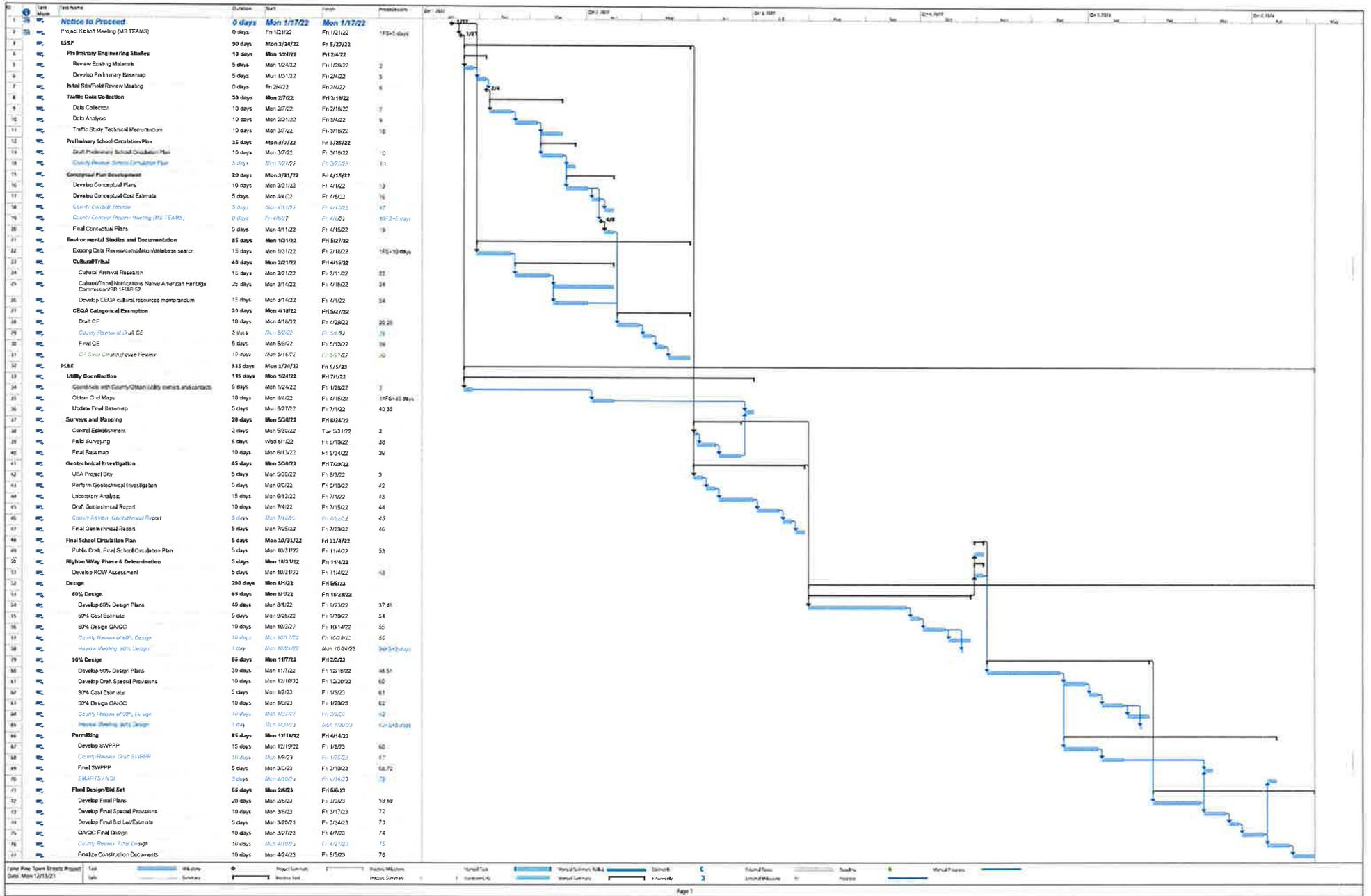
Cost Proposal

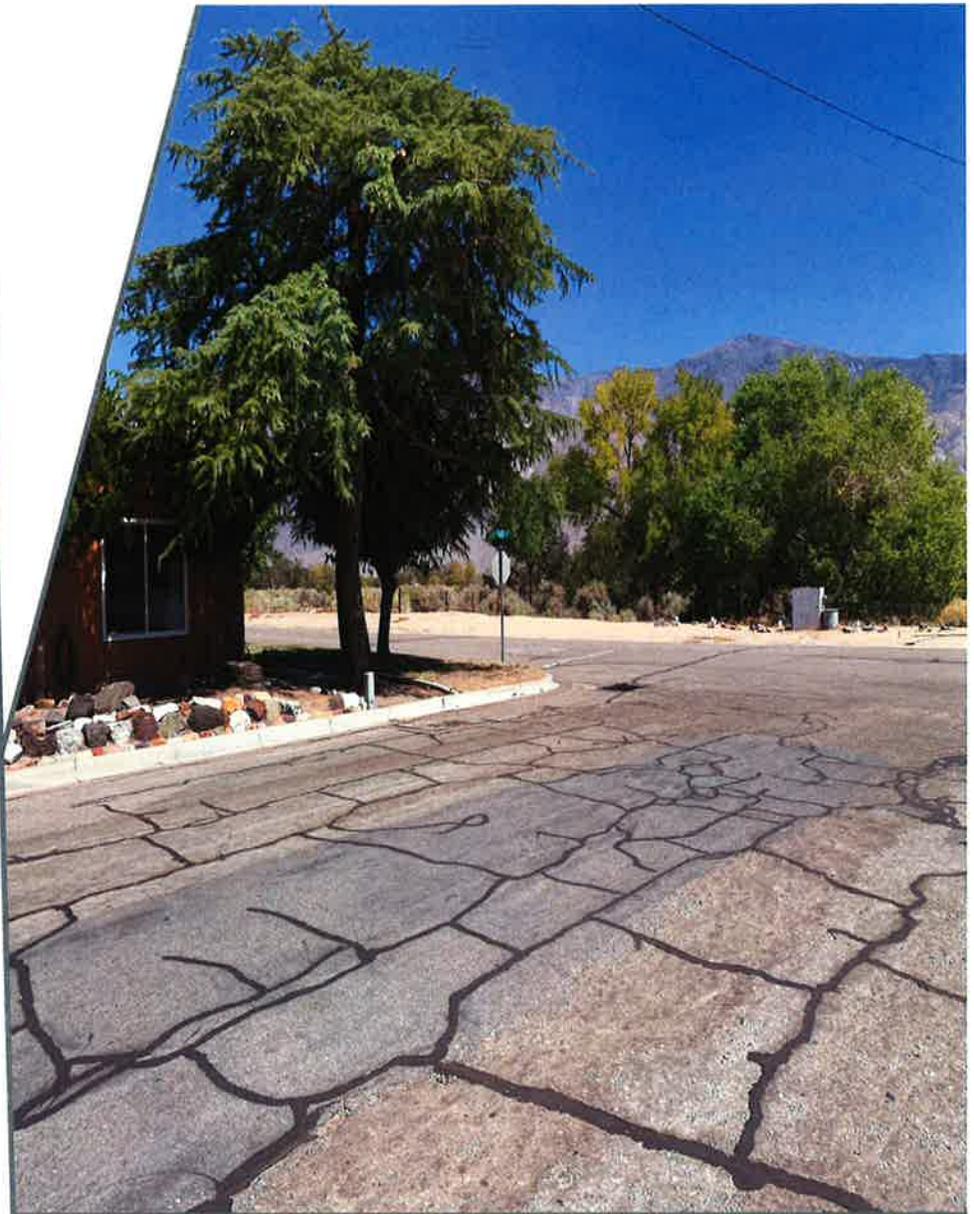
The proposed costs, along with hourly breakdown by task, following the scope of work in this proposal are provided in Appendix B. Further, the cost estimates are in accordance with the LAPM and completed on the associated 10-H form.



Appendix A

PROJECT SCHEDULE





Appendix B

PROJECT COSTS

COST ESTIMATE
ES&P Phase
Lone Pine Town Streets Project

ITEMS OF WORK	STAFF NAME-TITLE/CATEGORY	Cardno, Inc.																TOTAL CONSULTANT COST
		Stephen Peck *	Brian McRae *	Jason Dukes *	Crystal West *	Grant Schmitz	Melanie Greene	Jennifer Chase	Ivan Trujillo	William Thomas	Melissa Teoh	Erin Elliot	John Whitefield	Niel Kauffman	Anna Clare	Lori Browning	Malini Kochar-Roberts	
		DIRECT LABOR RATE	\$68.56	\$68.56	\$68.56	\$68.56	\$55.29	\$51.51	\$46.32	\$42.17	\$29.60	\$37.50	\$29.12	\$27.00	\$28.00	\$32.42	\$36.83	
ITEM OF WORK DESCRIPTION																		
1	Project Management	9	0	0	11	28	0	0	0	8	0	0	0	0	4	24	0	\$ 4,169.72
	Project Management (6 Months)	6			6											24		\$ 1,627.02
	County/Cardno Virtual Meetings (6)	3			3	6												\$ 743.10
	Public Meetings (1)				8	8				4					4			\$ 1,238.88
	Field Review Meetings (1)					8				4								\$ 560.72
2	Preliminary Engineering Studies	0	0	0	0	20	8	0	20	16	8	0	0	0	0	0	0	\$ 3,134.88
	Review Existing Materials					8	8		8		8							\$ 1,491.76
	Preliminary Basemap					4			4	8								\$ 626.64
	Traffic Data Collection																	\$ -
	Preliminary School Circulation Plan					8			8	8								\$ 1,016.48
3	Concept Plan	8	8	9	0	26	0	0	24	64	0	0	0	0	0	0	0	\$ 6,058.02
	Develop Draft Concept Plan	4	8	8		18			16	50								\$ 4,521.14
	Develop Final Concept Plan	4				6			8	10								\$ 1,239.34
	Preliminary Cost Estimate			1		2				4								\$ 297.54
4	Environmental Studies and Documentation	0	0	0	28	6	20	8	0	0	36	20	8	16	12	0	8	\$ 6,868.42
	Review/Compile Existing Info./Database Search				8		8	4			8	8						\$ 1,678.80
	Biological Resources Review and Tech Memo				4	2	4					8	8		4		2	\$ 1,227.20
	Cultural Resources Review the CEQA-Compliant Report				8	2					24				4		4	\$ 1,804.14
	Categorical Exemption (CEQA) /Project Record				8	2	8	4			4	4		16	4		2	\$ 2,158.28
	SUB-TOTAL HOURS	17	8	9	39	80	28	8	44	88	44	20	8	16	16	24	8	\$ 457
	Direct Labor Costs	\$1,165.52	\$548.48	\$617.04	\$2,673.84	\$4,423.20	\$1,442.28	\$370.56	\$1,855.48	\$2,604.80	\$1,650.00	\$582.40	\$216.00	\$448.00	\$518.72	\$883.92	\$230.80	\$ 20,231.04
	Labor Escalation																	\$ 50.00
	Total Direct Labor Costs																	\$ 20,231.04
	Overhead Costs																	\$ 183.24%
	Fee Cost																	\$ 5%
	TOTAL LABOR COSTS																	\$ 37,071.36
	OTHER DIRECT COST (Non-Labor Costs)																	\$ 2,865.12
	TOTAL NOT-TO-EXCEED																	\$ 60,167.52
																		\$ 12,934.67
																		\$ 73,102.19

* Sr. Consultant rates have been discounted for Inyo County

COST ESTIMATE
PS&E Phase
Lone Pine Town Streets Project

ITEMS OF WORK	STAFF NAME-TITLE/CATEGORY	Cardno, Inc.														TOTAL CONSULTANT COST
		Stephen Peck *	Brian McRae *	Jason Dukes *	Crystal West *	Grant Schmitz	Melanie Greene	Shaun Buckman	Ivan Trujillo	Parker Johnson	William Thomas	Erin Elliot	Anna Clare	Lori Browning	Malini Kochar-Roberts	
		DIRECT LABOR RATE	\$68.56	\$68.56	\$68.56	\$68.56	\$55.29	\$51.51	\$50.49	\$42.17	\$41.35	\$29.60	\$29.12	\$32.42	\$36.83	
ITEM OF WORK DESCRIPTION																
5	Project Management	12	0	0	0	18	3	0	0	0	0	0	18	0	0	\$ 2,635.41
	Project Management (9 Months)	6				9							18			\$ 1,571.91
	County/Cardno Virgual Meetings (9)	6				9	3									\$ 1,063.50
6	Surveys and Mapping	0	4	0	0	16	0	0	16	0	24	0	0	0	0	\$ 2,544.00
	Survey Control Establishment					4										\$ 221.16
	Field Surveying					4										\$ 221.16
	Final Basemap		4			8			16		24					\$ 2,101.68
7	Geotechnical Investigation	0	0	0	0	8	0	0	0	0	0	0	0	0	0	\$ 442.32
	Geotechnical Investigation					8										\$ 442.32
8	School Circulation Plan	0	6	0	0	16	0	0	32	0	48	0	0	0	0	\$ 4,066.24
	Draft School Circulation Plan		4			12			24		40					\$ 3,133.80
	Final School Circulation Plan		2			4			8		8					\$ 932.44
9	Utility Coordination	0	0	4	0	20	0	0	8	0	24	0	0	0	0	\$ 2,427.80
	Coordination with Utilities			4		16			4		8					\$ 1,564.36
	Update Final Basemap					4			4		16					\$ 863.44
10	Right of Way Phase & Determination	4	0	0	0	4	0	0	0	0	8	0	0	0	0	\$ 732.20
	Right-of-Way assessment	4				4					8					\$ 732.20
11	Design	42	40	94	0	408	0	236	144	144	464	0	0	0	0	\$ 72,301.80
	Initial Design Coordination (utilities, future projects, etc.)	4	4			8										\$ 990.80
	60% Design Plans	16	16	16		160		80	80	80	240					\$ 29,962.08
	60% Cost Estimate			2		4					8					\$ 595.08
	60% Site Review Meeting					8										\$ 442.32
	60% Technical Specification Outline			4		4										\$ 495.40
	90% Design Plans	8	12	16		120		40	40	40	120					\$ 18,015.36
	90% Special Provisions	2		24		8		60								\$ 5,254.28
	90% Cost Estimate			2		4					8					\$ 595.08
	Final Design Plans	8	8	12		80		24	24	24	80					\$ 11,927.12
	Final Special Provisions	4		16		8		32								\$ 3,429.20
	Final Bid List/Cost Estimate			2		4					8					\$ 595.08
12	Environmental Permits	0	0	0	6	6	16	0	0	0	12	40	12	0	4	\$ 3,591.70
	SMARTS/NOI				2	2										\$ 247.70
	SWPPP				4	4	16				12	40	12		4	\$ 3,344.00
	SUB-TOTAL HOURS	58	50	98	6	496	19	236	200	144	580	40	12	18	4	1,961
	Direct Labor Costs	\$3,976.48	\$3,428.00	\$6,718.88	\$411.36	\$27,423.84	\$978.69	\$11,915.64	\$8,434.00	\$5,954.40	\$17,168.00	\$1,164.80	\$389.04	\$662.94	\$115.40	\$ 88,741.47
	Labor Escalation															\$2,145.77
	Total Direct Labor Costs															\$ 90,887.24
	Overhead Costs														183.24%	\$ 166,541.78
	Fee Cost													5%		\$ 12,871.45
	TOTAL LABOR COSTS															\$ 270,300.47
	OTHER DIRECT COST (Non-Labor Costs)															\$ 59,143.20
	TOTAL NOT-TO-EXCEED															\$ 329,443.67

* Sr. Consultant rates have been discounted for Inyo County

ATTACHMENT B

CONTRACT BETWEEN COUNTY OF INYO

AND Cardno, Inc.

FOR THE PROVISION OF CONSULTANT SERVICES

TERM:

FROM: _____ **TO:** _____

SCHEDULE OF FEES:

The Consultant shall be compensated for actual costs incurred plus a fixed fee (5%) at the rates shown in the attached cost proposal submitted by Cardno, Inc. for the scope of services described in Attachment A to the Contract, Scope of Work. The rates and costs identified herein shall constitute full compensation for providing all services, labor, equipment, materials, and other incidentals necessary to perform all work described in Attachment A to the Contract, Scope of Work.

The hours and associated costs allotted to each task in the cost proposal are projected estimates of probable costs incurred by the consultant. The total compensation provided shall not exceed \$402,545.86. If an increase to the project cost is expected, request for approval of the increase must be made in writing by the Consultant to the County, and approved by the Board of Supervisors prior to incurring the increase. Any increase to the not to exceed amount will be effective by written Amendment to the Contract only.

The Director of Public Works can add to or modify the approved job classification list as necessary to account for personnel changes at Cardno, Inc. The Director of Public Works may only approve changes to the Schedule of Fees that are not associated with an increase to the contract Not-to-Exceed amount.

Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts

(Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant Cardno, Inc.

Project No. ZP-21-010 Contract No. N/A Date 12/10/2021

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Sr. Consultant	Stephen Peck *	17	\$68.56	\$ 1,165.52
Sr. Consultant	Brian McRae *	8	\$68.56	\$ 548.48
Sr. Consultant	Jason Dukes *	9	\$68.56	\$ 617.04
Sr. Consultant	Crystal West *	39	\$68.56	\$ 2,673.84
Sr. Project Engineer	Grant Schmitz	80	\$55.29	\$ 4,423.20
Sr. Project Scientist	Melanie Greene	28	\$51.51	\$ 1,442.28
Sr. Project Scientist	Jennifer Chase	8	\$46.32	\$ 370.56
Project Engineer	Ivan Trujillo	44	\$42.17	\$ 1,855.48
AutoCAD Technician	William Thomas	88	\$29.60	\$ 2,604.80
Sr. Staff Scientist	Melissa Teoh	44	\$37.50	\$ 1,650.00
Staff Scientist	Erin Elliot	20	\$29.12	\$ 582.40
Assistant Staff Scientist	John Whitefield	8	\$27.00	\$ 216.00
Technician	Niel Kauffman	16	\$28.00	\$ 448.00
GIS Technician	Anna Clare	16	\$32.42	\$ 518.72
Sr. Project Coordinator	Lori Browning	24	\$36.83	\$ 883.92
Technical Editor	Malini Kochhar-Roberts	8	\$28.85	\$ 230.80

* Sr. Consultant rates have been discounted for Inyo County

LABOR COSTS

a) Subtotal Direct Labor Costs \$ 20,231.04
 b) Anticipated Salary Increases \$ -
e) Total Direct Labor Costs [(a) + (b)] \$ 20,231.04

INDIRECT COSTS

d) Fringe Benefits (Rate: 70.23%) e) Total Fringe Benefits [(c) x (d)] \$ 14,208.26
 f) Overhead (Rate: 113.01%) g) Overhead [(c) x (f)] \$ 22,863.10
 h) General and Administrative (Rate: 0.00%) i) Gen & Admin [(c) x (h)] \$ -
j) Total Indirect Costs [(e) + (g) + (i)] \$ 37,071.36

FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)]* fixed fee 5%] \$ 2,865.12

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage	240	Miles	\$0.560	\$ 134.40
Cultural Database Search	1	LS	\$750.00	\$ 750.00

l) TOTAL OTHER DIRECT COSTS \$ 884.40

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

LSC Transportation Consultants, Inc.	\$ 12,050.27
(m) TOTAL SUBCONSULTANTS' COSTS	\$ 12,050.27

(n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ 12,934.67

TOTAL COST [(c) + (j) + (k) + (n)] \$ 73,102.19

NOTES:

- Key Personnel **must** be marked with an asterisk (*) and employees that are object to prevailing wage must be marked with two asterisks (**). All costs must comply with the Federal costs principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or excepted by Caltrans.
- Anticipated salary increases calculation must accompany.

Exhibit 10-H1 Cost Proposal
Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) contracts
(Calculations for Anticipated Salary Increases)

Consultant Cardno, Inc. Contract No. N/A Date 12/6/2021

1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

	Direct Labor		Total Hours		Avg Hourly	2 year Contract
	<u>Subtotal</u> per		per Cost		Rate	Duration
	Cost Proposal	/	Proposal	=		
	\$ 20,231.04		457		\$44.27	Year 1 Avg Hourly Rate
	Avg Hourly Rate		Proposed			
			Escalation			
Year 1	\$44.27	+		=	\$44.27	Year 2 Avg Hourly Rate
Year 2	\$44.27	+		=	\$44.27	Year 3 Avg Hourly Rate
Year 3	\$44.27	+		=	\$44.27	Year 4 Avg Hourly Rate
Year 4	\$44.27	+		=	\$44.27	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each period by total hours)

	Estimated %		Total Hours		Total Hours	
	Completed Each		per Cost		per Period	
	Period		Proposal			
Year 1	100.00%	*	457	=	457	Estimated Hours Year 1
Year 2	0.00%	*	457	=	0	Estimated Hours Year 2
Year 3	0.00%	*	457	=	0	Estimated Hours Year 3
Year 4	0.00%	*	457	=	0	Estimated Hours Year 4
Year 5	0.00%	*	457	=	0	Estimated Hours Year 5
Total	100%		Total	=	457	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)

	Avg Hourly Rate		Estimated		Cost	
	<u>(calculated above)</u>		Hours		Per Period	
			<u>(calculated above)</u>			
Year 1	\$44.27	*	457	=	\$20,231.04	Estimated Hours Year 1
Year 2	\$44.27	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$44.27	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$44.27	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$44.27	*	0	=	\$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation	=			\$20,231.04	
	Direct Labor Subtotal before escalation	=			\$20,231.04	
	Estimated total of Direct Labor Salary Increase	=			\$0.00	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology.)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Exhibit 10-H1 Cost Proposal

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904](#) - Cost Accounting Standards Board {when applicable}

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Stephen H. Peck Title*: Principal

Signature:  Date of Certification (mm/dd/yyyy): 12/10/2021

Email: stephen.peck@cardno.com Phone Number: 775.339.3321

Address: 295 Highway 50, Suite 1, Zephyr Cove, Nevada 89448-1533

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Project management; Design; Environmental; Utilities; ROW; Bid Support; Construction Support

Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts

(Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant Cardno, Inc.

Project No. ZP-21-010 Contract No. N/A Date 12/10/2021

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Sr. Consultant	Stephen Peck *	58	\$68.56	\$ 3,976.48
Sr. Consultant	Brian McRae *	50	\$68.56	\$ 3,428.00
Sr. Consultant	Jason Dukes *	98	\$68.56	\$ 6,718.88
Sr. Consultant	Crystal West *	6	\$68.56	\$ 411.36
Sr. Project Engineer	Grant Schmitz	496	\$55.29	\$ 27,423.84
Sr. Project Scientist	Melanie Greene	19	\$51.51	\$ 978.69
Project Engineer	Shaun Buckman	236	\$50.49	\$ 11,915.64
Project Engineer	Ivan Trujillo	200	\$42.17	\$ 8,434.00
Project Engineer	Parker Johnson	144	\$41.35	\$ 5,954.40
AutoCAD Technician	William Thomas	580	\$29.60	\$ 17,168.00
Staff Scientist	Erin Elliot	40	\$29.12	\$ 1,164.80
GIS Technician	Anna Clare	12	\$32.42	\$ 389.04
Sr. Project Coordinator	Lori Browning	18	\$36.83	\$ 662.94
Technical Editor	Malini Kochhar-Roberts	4	\$28.85	\$ 115.40

* Sr. Consultant rates have been discounted for Inyo County

LABOR COSTS

a) Subtotal Direct Labor Costs	\$ 88,741.47
b) Anticipated Salary Increases	\$ 2,145.77
e) Total Direct Labor Costs [(a) + (b)]	\$ 90,887.24

INDIRECT COSTS

d) Fringe Benefits (Rate: <u>70.23%</u>)	e) Total Fringe Benefits [(c) x (d)]	\$ 63,830.11
f) Overhead (Rate: <u>113.01%</u>)	g) Overhead [(c) x (f)]	\$ 102,711.67
h) General and Administrative (Rate: <u>0.00%</u>)	i) Gen & Admin [(c) x (h)]	\$ -
j) Total Indirect Costs [(e) + (g) + (i)]	\$ 166,541.78	

FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)]* fixed fee 5%] \$ 12,871.45

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage	240	Miles	\$0.560	\$ 134.40
Cultural Database Search	1	LS	\$750.00	\$ 750.00

l) TOTAL OTHER DIRECT COSTS \$ 884.40

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Eastern Sierra Land Surveys, Inc.	\$ 35,638.48
Sierra Geotechnical Services, Inc.	\$ 9,406.09
LSC Transportation Consultants, Inc.	\$ 13,214.23

(m) TOTAL SUBCONSULTANTS' COSTS \$ 58,258.80

(n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ 59,143.20

TOTAL COST [(c) + (j) + (k) + (n)] \$ 329,443.67

NOTES:

1. Key Personnel **must** be marked with an asterisk (*) and employees that are object to prevailing wage must be marked with two asterisks (**). All costs must comply with the Federal costs principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or excepted by Caltrans.
3. Anticipated salary increases calculation must accompany.

Exhibit 10-H1 Cost Proposal
Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) contracts
(Calculations for Anticipated Salary Increases)

Consultant Cardno, Inc. Contract No. N/A Date 12/10/2021

1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor	Total Hours		Avg Hourly	2 year Contract
<u>Subtotal</u> per	per Cost		Rate	Duration
Cost Proposal	Proposal	=		
\$ 88,741.47 /	1,961	=	\$45.25	Year 1 Avg Hourly Rate

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$45.25	+	3%	=	\$46.61	Year 2 Avg Hourly Rate
Year 2	\$46.61	+	3%	=	\$48.01	Year 3 Avg Hourly Rate
Year 3	\$48.01	+	3%	=	\$49.45	Year 4 Avg Hourly Rate
Year 4	\$49.45	+	3%	=	\$50.93	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each period by total hours)

	Estimated % Completed Each Period		Total Hours per Cost Proposal		Total Hours per Period	
Year 1	40.00%	*	1,961	=	784.4	Estimated Hours Year 1
Year 2	40.00%	*	1,961	=	784.4	Estimated Hours Year 2
Year 3	20.00%	*	1,961	=	392.2	Estimated Hours Year 3
Year 4	0.00%	*	1,961	=	0	Estimated Hours Year 4
Year 5	0.00%	*	1,961	=	0	Estimated Hours Year 5
Total	100%		Total	=	1961	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated Hours (calculated above)		Cost Per Period	
Year 1	\$45.25	*	784.4	=	\$35,496.59	Estimated Hours Year 1
Year 2	\$46.61	*	784.4	=	\$36,561.49	Estimated Hours Year 2
Year 3	\$48.01	*	392.2	=	\$18,829.17	Estimated Hours Year 3
Year 4	\$49.45	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$50.93	*	0	=	\$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$90,887.24	
Direct Labor Subtotal before escalation				=	\$88,741.47	
Estimated total of Direct Labor Salary Increase				=	\$2,145.77	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology.)
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Prime Consultant or Subconsultant Certifying:

Name: Stephen H. Peck Title*: Principal

Signature:  Date of Certification (mm/dd/yyyy): 12/10/2021

Email: stephen.peck@cardno.com Phone Number: 775.339.3321

Address: 295 Highway 50, Suite 1, Zephyr Cove, Nevada 89448-1533

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Project management; Design; Environmental; Utilities; ROW; Bid Support; Construction Support

ATTACHMENT C

**CONTRACT BETWEEN COUNTY OF INYO
AND Cardno, Inc.
FOR THE PROVISION OF CONSULTANT SERVICES**

TERM:

FROM: _____ **TO:** _____

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

The Consultant shall be compensated at the rates shown in Attachment B, Schedule of Fees for Travel and per Diem expenses.

ATTACHMENT D

**CONTRACT BETWEEN COUNTY OF INYO
AND Cardno, Inc.
FOR THE PROVISION OF CONSULTANT SERVICES**

TERM:

FROM: _____ **TO:** _____

SEE ATTACHED INSURANCE PROVISIONS

Attachment B: Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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 \$1,000,000 per occurrence, \$2,000,000 general aggregate.

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 Vendor 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 both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

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.

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): appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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 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.

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

Attachment B: Insurance Requirements for Professional Services

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 insurance 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 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.

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 B: Insurance Requirements for Professional Services

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-

ATTACHMENT E

CONTRACT BETWEEN COUNTY OF INYO
AND Cardno, Inc.
FOR THE PROVISION OF CONSULTANT SERVICES

TERM:

FROM: _____ TO: _____

STATE / FEDERAL FUNDS ADDENDUM

1. **Covenant Against Contingent Fees.** The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the consultant, to solicit or secure this Contract, and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this Contract. For breach or violation of this warranty, the local agency shall have the right to annul this Contract without liability, or at its discretion; to deduct from the Contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
2. **Delays and Extensions.** The term of the contract may be extended in the case of unavoidable delays, changes in the scope of work or level of effort required to meet the project objectives, and for consideration of corresponding warranted adjustments in payment. An extension of contract time is granted as described in Section 30, Amendment/Change in Terms, of the contract.
3. **Consultant’s Endorsement on PS&E/Other Data.** The consultant’s responsible engineer shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by him/her, and where appropriate, indicate his/her California registration number.
4. **Disadvantaged Business Enterprise Considerations.** Consultants must give consideration to DBE firms as specified in 23 CFR 172.5(b), 49 CFR, Part 26. The Consultant shall comply with the applicable provisions of Exhibit 10-I, “Notice to Proposers Disadvantaged Business Enterprise Information,” and Exhibit 10-J, “Standard Contract for Subcontractor/DBE Participation,” that were included in the Request for Statements of Qualifications,
5. **Safety.** The consultant shall comply with OSHA regulations applicable to the Consultant regarding necessary safety equipment or procedures. The Consultant shall comply with safety instructions issued by the county’s project manager and other county representatives. Consultant personnel shall wear hard hats and safety vests at all time when working on the construction project site.

Pursuant to the authority contained in Section 591 of the Vehicle Code, the county has determined that such areas are within the limits of the project and are open to public traffic. The Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

Any subcontract entered into as a result of this contract shall contain all of these provisions.



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

September 24, 2024

Reference ID:
2024-708

Accuracy of an Estimate for Sidewalk Railing Fabrication and Installation in Lone Pine Public Works - Road Department ACTION REQUIRED

ITEM SUBMITTED BY

Breanne Nelums, Senior Management Analyst

ITEM PRESENTED BY

Michael Errante, Public Works Director

RECOMMENDED ACTION:

Pursuant to Public Contract Code section 20394, find that the estimated expense of the work to be done within the County right-of-way at the intersection of Jackson Street and Bush Street in Lone Pine is less than \$25,000 and authorize the Road Commissioner to enter into a contract to perform the work.

BACKGROUND / SUMMARY / JUSTIFICATION:

Public Works just completed construction of the Lone Pine Sidewalk and ADA Improvement Project. Part of this project included installing new sidewalks, ramps and stairs in the vicinity of the intersection of Jackson Street and Bush Street. The new construction created a situation (outside the scope of the project) where the remaining sidewalk along Bush Street and Jackson Street is approximately 30 inches higher in elevation than the new sidewalk along said streets and presents significant safety concerns for pedestrians. This new railing will provide fall hazard mitigation and ADA compliance.

Per Public Contract Code section 20304, when the road commissioner estimates that a project will cost less than \$25,000, the road commissioner may ask the board to approve the estimate and then enter into a contract to perform the work without any bidding. The one contractor who responded to the request for estimates for this work quoted the project at \$24,872. Therefore, the road commissioner is asking your Board to find that the project will likely cost less than \$25,000 and to authorize the road commissioner to enter into a contract to complete the project.

FISCAL IMPACT:

Funding Source	Non-General Fund (Road Fund)	Budget Unit	034600
Budgeted?	Yes	Object Code	5700
Recurrence	One-Time Expenditure	Sole Source?	No

If Sole Source, provide justification below

Current Fiscal Year Impact

Up to \$24,872 for the period between September 24, 2024–June 30, 2025

Future Fiscal Year Impacts
N/A
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board may choose not to approve this estimate as recommended or direct staff to attempt to obtain additional estimates. This is not recommended as Public Works requested estimates from three companies and this estimate is the only one received.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Community Supporting Infrastructure Improvements

APPROVALS:

Breanne Nelums	Created/Initiated - 9/5/2024
Darcy Ellis	Approved - 9/6/2024
Breanne Nelums	Approved - 9/6/2024
Keri Oney	Approved - 9/9/2024
Grace Chuchla	Approved - 9/9/2024
John Vallejo	Approved - 9/9/2024
Amy Shepherd	Approved - 9/11/2024
Nate Greenberg	Final Approval - 9/13/2024

ATTACHMENTS:

1. Lone Pine Guardrail Project Quote/Bishop Welding Services

Sarah Wilson

Subject: FW: Estimate 1006 from Bishop Welding Services

From: Bishop Welding Services <quickbooks@notification.intuit.com>

Sent: Tuesday, August 27, 2024 10:35 AM

To: Chris Cox <ccox@inyocounty.us>

Subject: Estimate 1006 from Bishop Welding Services

Dear Inyo County Public Works,

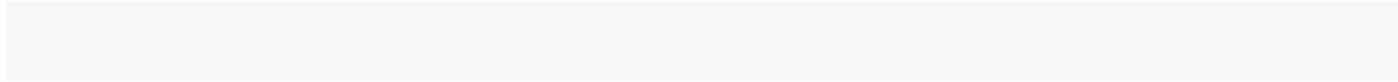
Chris,

Here is the adjusted estimate to also cover the infield installation, painting, and mounting of the built product. Clean Finish Construction will be assisting with physical installation on site.

Feel free to contact us if you have any questions.

We look forward to working with you.

Jared Waasdorp
Bishop Welding Services
760-920-5420



----- Estimate -----

310 Rose St
Bishop, CA 93514-2761 USA
+17609205420

Estimate #: 1006
Date: 08/27/2024
Exp. Date: \$24,872.00

Address:

Inyo County Public Works Water and Parks
P.O. Box Q
Independence, CA. 93526

Date	Service	Description	Qty	Rate	Amount
08/23/2024	Shop Labor	Linear Foot Fabrication	137	130.00	17,810.00T
08/23/2024	Shop Labor	Fabrication of Base Plate, Plasma Table, Press Bend	20	25.00	500.00T
08/23/2024	Concrete	A1/2" Concrete Anchor	80	4.00	320.00T

08/23/2024	1.5x.120 RGuardrail Tubing	26	117.00	3,042.00T
08/23/2024	FIELD LABOFIELD LABOR 4	8	400.00	3,200.00T
SubTotal:				\$24,872.00
Tax:				\$0.00

Total:				\$24,872.00

Construction of 1.5" Tubing Guardrail, 36" in height, w/ three rails, spaced no more than 19" per ADA Code. Corners and risers will be mandrel bent to fit minimizing on site welding. All horizontals will be fish mouth cut and welded. All surfaces to be smooth, free of burrs, and rough edges.

Base Plates to be plasma cut and press break bent to custom sizes to fit irregularities in concrete surface and fascia.

Installation will be conducted on site, brackets concrete bolted, and all railing painted. Existing railings to be touched up with paint as well.



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COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

September 24, 2024

Reference ID:
2024-701

Annual Special Event Permit for the Big Pine High School Homecoming Parade

Public Works

ACTION REQUIRED

ITEM SUBMITTED BY

Kevin Rainbolt, Engineering Assistant

ITEM PRESENTED BY

Michael Errante, Public Works Director

RECOMMENDED ACTION:

Approve the temporary closure of School Street in Big Pine with detours between the hours 8 a.m. and 10 a.m. on October 5, 2024 for the purpose of the Big Pine Annual High School Homecoming Parade.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Big Pine Unified School District has submitted a Special Event Permit Application requesting permission to close School Street for the annual Big Pine Homecoming Parade as depicted in the attached map (See end of application). The Big Pine Unified School District has been utilizing School Street since 2013 for the parade route to avoid closure of Highway 395. The Big Pine Unified School District will be required to send notices of road closure to all residents on School Street, Crocker Street, and Cornell Street at least 48 hours prior to the closure as well as posting notices throughout the community.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve this resolution. This is not recommended as it would require Big Pine High School to cancel a traditional annual parade or attempt to obtain road closure of Highway 395 through Caltrans, with detours onto School Street.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

High Quality Services | High-Quality County Government Services

APPROVALS:

Kevin Rainbolt

Created/Initiated - 9/9/2024

Darcy Ellis
Kevin Rainbolt
Grace Chuchla
John Vallejo
Nate Greenberg

Approved - 9/9/2024
Approved - 9/9/2024
Approved - 9/9/2024
Approved - 9/10/2024
Final Approval - 9/13/2024

ATTACHMENTS:

1. Special Event Permit No. SE24-14
2. Parade Route



ROAD DEPARTMENT
168 N. EDWARDS ST. - P.O. DRAWER Q
INDEPENDENCE, CA 93526
PHONE: (760) 878-0201
FAX: (760) 878-2001

COUNTY
OF
INYO

SPECIAL EVENT PERMIT

To: Big Pine High School
500 S. Main St.
Big Pine, CA 93513

PERMIT NO: SE 24-14
FEE: N/A
DATE: 9/3/24
RECEIPT NO: N/A

Attn: Sunny Ceron

In compliance with your request of **August 21st, 2024** and subject to all terms, conditions and restrictions written below or printed as general or special provisions or part of this form, **PERMISSION IS HEREBY GRANTED TO:**

Big Pine Unified School District (Permittee) or their representative to use roadways within the Inyo County Right-of-Way for the purposes of a special event, the Big Pine School Homecoming Parade. The parade route will take place in accordance with the attached map.

The event is permitted to take place between 8:45 AM and 10:00 AM on October 5th, 2024.

SPECIAL PROVISIONS

Traffic Control

The event may not be held in the Inyo County right-of-way until adequate signage is utilized to notify traffic of the road closures and event details. The Big Pine Unified School District will be required to send notices of road closure to all residents on School Street, Crocker Street, and Cornell Street at least 48 hours prior to road closure and other notices shall be posted throughout the community and in the Post Office.

Signs, barricades, and/or cones for special event may be obtained from the Inyo County Road Department. If County equipment is requested, the Permittee or their representative must, as a responsible party, sign a COUNTY LOAN AGREEMENT. Please contact Dale Renfro at (760) 878-5132 to make arrangements to pick up equipment and sign the loan agreement. If Dale cannot be reached, call the Road Department at 760-878-0212.

Insurance Requirements for Special Event Permit

Permittee shall procure and maintain for the duration of the special event period insurance against claims for injuries to persons or damages to property which may arise from or in connection with the use of the facilities and the activities of the Permittee, his guests, agents, representatives, employees, or subcontractors. Insurance shall meet the minimum requirements stipulated.

GENERAL PROVISIONS

The Permittee shall indemnify and save harmless the County of Inyo and all officers, employees and agents thereof, including but not limited to the Director of Public Works and the Deputy Director, from all claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person, including but not limited to the Permittee, persons employed by the Permittee, persons acting on behalf of the Permittee and the public, or damage to property resulting from the performance of work or other activity under the permit, or arising out of the failure on the Permittee's part to perform his obligations, or resulting from defects or obstructions, or from any cause whatsoever arising during the progress of work, or other activity at any subsequent time being performed under the rights and obligations provided by and contemplated by the permit, except as otherwise provided by statute. The duty of the Permittee to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code. The Permittee waives any and all rights to any type of implied indemnity against the County, its officers, employees or agents. It is the intent of the parties that the Permittee will indemnify and hold harmless the County, its officers, employees and agents from any and all claims, suits or actions as set forth above regardless of the existence or degree of fault or negligence, whether active or passive, primary or secondary, on the part of the County, the Permittee, persons employed by the Permittee, or persons acting in behalf of the Permittee.

Acceptance of this permit constitutes an agreement by the Permittee to observe and comply with all of the general and special provisions on the face of the permit and its accompaniments.

This permit is null and void and hereby declared non-existent if the Permittee fails to adhere to all provisions stipulated herein.

This permit shall be void unless the work herein contemplated shall have been completed on or before **October 5th, 2024.**

Inyo County Road Dept.
County of Inyo

By *K. Rainbolt*
Kevin Rainbolt
Engineering Assistant II

CC: Road District 1



ROAD DEPARTMENT
 P.O. DRAWER Q - 168 N. EDWARDS STREET
 INDEPENDENCE, CA 93526
 PHONE: (760) 878-0201
 FAX: (760) 878-2001

COUNTY
 OF
INYO

Michael Errante, Public Works Director
 Shannon Platt, Road Superintendent

APPLICATION FOR A SPECIAL EVENT PERMIT

Big Pine High School
 Applicant/Permittee
500 S. Main St.
 Address
Big Pine, CA 93513

 City/State/Zip Code

8/21/2024
 Date
Sunny Ceron
 Contact Person
760-938-2222 ext 2459
 Phone
sceron@bigpineschools.org
 E-Mail

(For County Use Only)
 Permit #:
 Fee:
 Receipt:
 Issue Date:
 Expires:
 By:

PARADE DANCE () RACE () OTHER ()

DESCRIBE THE EVENT IN DETAIL. INCLUDE MAP OR DRAWING.

Homecoming Parade

NAME OF ROAD (S) OR INYO COUNTY PROPERTY: School St in Big Pine
from Mendenhall Park to Walnut St.

REQUESTED DATE (S) OF PERMIT: 10/5/2024

ROAD CLOSURE: YES NO () HOURS: 8:00 am/pm to 10:00 am/pm on 10/5/2024

TRAFFIC CONTROL NEEDED: YES () NO

(TRAFFIC CONTROL SHALL BE PROVIDED BY CHP OR INYO COUNTY SHERIFF)

SPECIAL CONDITIONS:

LIMITATION OF INYO COUNTY'S LIABILITY

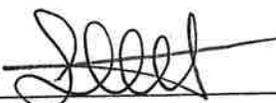
The County of Inyo, its officers, agents and employees, including but not limited to the Director of Public Works, shall not be answerable, accountable or liable in any manner for injury to, or death of, any person resulting from activities conducted pursuant to this Permit, including but not limited to injuries to the permittee, persons employed by the permittee, persons acting on behalf of the permittee, or any other person, or for damage to property from any cause.

Permittee shall defend, indemnify, and hold harmless the County, its agents, officers, and employees from and against all claims, damages, losses, judgements, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the use of the facilities or the activities of Permittee, or Permittee's guests, agents, officers, suppliers, subcontractors or employees. Permittee's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Permittee's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other cost which is caused in whole or in part by any act or omission including negligence, gross negligence, recklessness or willful misconduct of the Permittee, or Permittee's guests, agents, officers, suppliers, subcontractors or employees, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable, except such loss or damage which is caused by the sole active negligence or willful misconduct of the County.

Permittee's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Permittee to procure and maintain a policy of insurance. Insurance Requirements are attached as Attachment 1.

ACKNOWLEDGMENT AND AGREEMENT OF PERMITTEE

Permittee has read and understands this permit application form and the terms and conditions herein and, as a condition of receiving the permit, agrees to the same.

PERMITTEE SIGNATURE:  DATE: 8/21/2024

County use only below this line

INSURANCE APPROVED: YES (X) NO ()

ATTACHMENTS: _____

COPIES TO: _____

THIS PERMIT IS TO BE STRICTLY ENFORCED AND NO OTHER ENCROACHMENT OTHER THAN THAT SPECIFICALLY MENTIONED ABOVE IS AUTHORIZED.

APPROVED BY: K. Rainbolt DATE: 09/05/2024

PERMIT NUMBER: SE24-14



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

September 24, 2024

Reference ID:
2024-711

Temporary Closure of Tinnemaha Road/Old Highway 395 for Sierra Nevada Bighorn Sheep Demographic Studies Public Works ACTION REQUIRED

ITEM SUBMITTED BY

Kevin Rainbolt, Engineering Assistant

ITEM PRESENTED BY

Michael Errante, Public Works Director

RECOMMENDED ACTION:

Approve the temporary closure of Tinnemaha Road (Old 395) approximately 6 miles south of Aberdeen and Hogback Road with detours between U.S. 395 and Black Rock Springs Road from October 15-22, 2024 for the purpose of the California Department of Fish and Wildlife's annual Sierra Bighorn Sheep monitoring program.

BACKGROUND / SUMMARY / JUSTIFICATION:

California Department of Fish and Wildlife are planning to capture, transport by helicopter, examine, and then return Sierra Nevada Bighorn Sheep. This event will be held to study the population, demographic rates, cause-specific mortality, movement patterns and habitat use of this endangered species. Once captured, the animals will be transported by helicopter to a staging area and the helicopter will land on the road to study the animal. When studies have been conducted, the helicopter will fly the animals back to the location it was captured.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve the road closures. This is not recommended, as the roadways that will be closed are not heavily used, so minimal impacts are anticipated. If this were to occur, the California Department of Fish and Wildlife would need to identify an alternative location for the event.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Climate Resilience and Natural Resource Protection
High Quality Services | Public Safety and Emergency Response

APPROVALS:

Kevin Rainbolt	Created/Initiated - 9/9/2024
Darcy Ellis	Approved - 9/10/2024
Kevin Rainbolt	Approved - 9/10/2024
John Vallejo	Approved - 9/11/2024
Nate Greenberg	Final Approval - 9/13/2024

ATTACHMENTS:

1. Encroachment Permit No. E24-56



ROAD DEPARTMENT
168 N. EDWARDS ST. - P.O. DRAWER Q
INDEPENDENCE, CA 93526
PHONE: (760) 878-0201
FAX: (760) 878-2001

COUNTY
OF
INYO

Michael Errante, Public Works Director
Fred Aubery, Assistant Director

ENCROACHMENT PERMIT

To: **California Dept. of Fish & Wildlife**
787 N Main St., STE 220
Bishop, CA 93514

PERMIT NO: **E24-56**
FEE: **N/A**
DATE: **09/09/2024**
RECEIPT NO: **N/A**

Attn: **Cody Massing**

In compliance with your request on **09/09/2024**, and subject to all terms, conditions and restrictions written below or printed as general or special provisions or part of this form, **PERMISSION IS HEREBY GRANTED TO:**

The Permittee, **California Department of Fish & Wildlife (CDFW)** or their representative, to perform their annual Sierra Nevada Bighorn Sheep Capture Program on Tinemaha Road.

Work performed within the Inyo County right-of-way shall be completed in accordance with Inyo County Standard Plans and Specifications. Traffic Control shall be provided by the permittee or their representative in accordance with the Special and General Conditions attached and the 2014 California MUTCD.

SPECIAL PROVISIONS

For inspection and coordination purposes, notice shall be given to the Inyo County Road Department at least 72 hours prior to beginning work. Please notify the Road Department at 760-878-0201 between 8:00 A.M. and 5:00 P.M., Monday through Friday.

Traffic Control

No work will occur in the Inyo County right-of-way until adequate traffic control is in place. Traffic control and signage shall be in conformance with the 2014 California MUTCD standards. Work is permitted between the hours of **7:00 A.M. and 5:00 P.M.** Monday through Friday.

There shall be barricades and/or delineators around the work area at all times during construction. Two-way traffic shall be maintained at all times with a minimum of one traffic lane open at all times. Each lane shall have a minimum clear opening of 10 feet. In the event that one of the two lanes must be closed flaggers **shall** be used to direct traffic safely through the work zone. The road may not be closed at any time.

General Work

All work must be completed to the satisfaction of the Inyo County Road Department. Unless directed otherwise, by representatives of Inyo County, all work is to be completed in accordance with any relevant Inyo County Standard Plans and Specifications.

All work shall be completed to the existing finished surface of grades or roads during the daylight hours of the day work begins. Trenches or bore pits left open or piles of material left in the right-of-way overnight shall be protected with barricades with reflective tape or cones with reflective sleeves placed appropriately

to warn traffic and pedestrians of the hazard or material piles. Trenches or pits in road shoulders left open overnight must be covered with steel plates (minimum thickness of 3/4") and edges shaded with cold mix.

Pavement Repair/Replacement

Pavement removed or damaged as a result of work under this permit must be replaced to the satisfaction of Inyo County Road Department. New pavement must consist of 1/2"-3/4" aggregate hot mix asphalt. Edges of remaining asphalt near removed or damaged asphalt must be saw-cut leaving a clean vertical edge. This edge shall be protected throughout the work or will be re-cut before placing the final surfacing material. All saw cuts in pavement shall be cleared by sweeping, flushing, or other means and a **tack coat SS-1, SS-1H or CSS1h, diluted one part water to one part emulsified asphalt shall be applied before installation of new asphalt concrete** surfacing. Asphalt concrete surfacing must be installed at a minimum thickness of 3 inches on top of slurry backfill.

Damage to Roadways

In accepting this permit, the Permittee agrees to repair at their own expense and to the satisfaction of the Inyo County Road Department, any damage to roadways, roadway appurtenances, or existing utilities resulting from work under this permit. Notwithstanding, work or repair may be done by Inyo County Road Department personnel at the option of the Inyo County Road Department, the cost to be borne by the Permittee. In the event of damage to Inyo County roadways, roadway appurtenances, or existing utilities, notification must be given to the Road Department within 72 hours after such damage has occurred. Failure to notify the Road Department will be considered cause for cancellation of all permit privileges pending a satisfactory arrangement with the Road Department for repair or replacement of the damaged roadway, roadway appurtenance, or existing utility.

DIG ALERT

Section 4216/4217 of the Government Code requires a Dig Alert Identification Number be issued before a Permit to excavate will be valid. For your Dig Alert ID Number Call Underground Service Alert TOLL FREE 1-800-227-2600 two (2) working days before you dig.

GENERAL PROVISIONS

The Permittee shall indemnify and save harmless the County of Inyo and all officers, employees and agents thereof, including but not limited to the Director of Public Works and the Deputy Director, from all claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person, including but not limited to the Permittee, persons employed by the Permittee, persons acting on behalf of the Permittee and the public, or damage to property resulting from the performance of work or other activity under the permit, or arising out of the failure on the Permittee's part to perform his obligations, or resulting from defects or obstructions, or from any cause whatsoever arising during the progress of work, or other activity at any subsequent time being performed under the rights and obligations provided by and contemplated by the permit, except as otherwise provided by statute. The duty of the Permittee to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code. The Permittee waives any and all rights to any type of implied indemnity against the County, its officers, employees or agents. It is the intent of the parties that the Permittee will indemnify and hold harmless the County, its officers, employees and agents from any and all claims, suits or actions as set forth above regardless of the existence or degree of fault or negligence, whether active or passive, primary or secondary, on the part of the County, the Permittee, persons employed by the Permittee, or persons acting in behalf of the Permittee.

Acceptance of this permit constitutes an agreement by the Permittee to observe and comply with all general and special provisions in the permit and its accompaniments. This permit is null and void and hereby declared non-existent if the Permittee fails to adhere to all provisions stipulated herein.

The Permittee or their representatives, including contractors and subcontractors, performing any work onsite shall possess a copy of this permit onsite, signed by the Permittee, at all times while work is being conducted. All General and Special Provisions stipulated herein are expected to be understood by the Permittee and their representatives.

This permit shall be void unless the work herein contemplated shall have been completed on or before **10/22/2024**

Inyo County Road Dept.

By *K. Rainbolt*
Kevin Rainbolt
Engineers Assistant II

cc: Road District 2



INYO COUNTY ROAD DEPARTMENT

P.O. DRAWER Q
INDEPENDENCE, CA 93526
(760) 878-0201 Independence
(760) 873-8481 Bishop
(760) 878-2001 Fax

No. E24-56

APPLICATION FOR ENCROACHMENT PERMIT TO PERFORM WORK IN THE RIGHT-OF-WAY OF INYO COUNTY ROADS

Minimum Permit Fee of \$50.00 is required with all applications. Additional Fees will be calculated for each permit, and payable before the permit is issued.

Please answer all questions bellow. Attach additional sheets if necessary.

Applicant: California Dept. of Fish & Wildlife

Date: 9/09/2024

Address: 787 N Main St., Ste. 220

Bishop, CA 93514

Contact Person: Cody Massing

Phone: 760-872-1171

Fax: 760-872-1284

Describe Work: We will be capturing Sierra bighorn by helicopter for population monitoring.

The helicopter will land on the road, with animals on a long line, and we will examine the sheep to assess health, as well as mark them for demographic studies, at a temporary base on the side of the road.

Location of Work: Tinemaha Rd./Old Highway 395, ~6 miles south of Aberdeen

Assessors Parcel Number of adjacent property: _____ Dates when work is anticipated: Oct. 15-22, 2024

Attach Plans or Drawing of proposed encroachment work.

Applicant agrees to do the work in accordance with Inyo County rules and regulations and subject to Inyo County inspection and approval.

Permit Number E24-56

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

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

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

Special conditions : _____

INYO COUNTY PUBLIC WORKS DEPARTMENT

PERMITTEE'S SIGNATURE Massing, Cody@ Wildlife

Date : 9/09/24

APPROVED BY : K. Rainbolt

Date : 9/09/2024



Clint Quilter, Public Works Director
Robert Brown, Road Superintendent

ROAD DEPARTMENT
168 N. EDWARDS ST. - P.O. DRAWER Q
INDEPENDENCE, CA 93526
PHONE: (760) 878-0201
FAX: (760) 878-2001

**COUNTY
OF
INYO**

COUNTY OF INYO LOAN AGREEMENT

LOANEE:		ORGANIZATION:	
Address:		Phone:	

The **Loanee** has received, as a loan from the Inyo County Road Department, the following items:

QTY.	Item Description

QTY.	Item Description

The Loanee accepts full responsibility for the maintenance of this equipment during the loan period. The Loanee agrees to pay to the Inyo County Road Department the full replacement cost at new equipment prices for any equipment lost, stolen or damaged beyond repair during the time of the loan period or replace any lost, stolen or damaged beyond repair equipment with equal or better equipment that is acceptable to the Inyo County Road Department.

The Loanee accepts full responsibility for any liability incurred from the use or misuse of this equipment and hold harmless the County of Inyo for any liability incurred from the use or misuse of this equipment.

The Loanee agrees to return to the Inyo County Road Department any or all loaned equipment within the time specified below. All loaned equipment will be returned in the same condition as received by Loanee from the Inyo County Road Department.

Loanee Signature:		Date:	9/09/24
Requested Issue Date:		Issue Date:	<small>To be completed by Road Dept.</small>
Received By:	<small>To be completed by Road Dept.</small>	Replacement Cost:	<small>To be completed by Road Dept.</small>
Date to be Returned:	<small>To be completed by Road Dept.</small>	Per:	<small>To be completed by Road Dept.</small>
		Balance Due:	<small>To be completed by Road Dept.</small>

Loan Agreement must be submitted at least 72 hours in advance of Requested Issue Date.

Road Closed Ahead (On Barricade)

Black Rock Springs Rd

2 Road Closed Signs (On Barricades)
2 Barricades
2 Cones

Tinemaha Rd

Coliseum Rd

Tinemaha Rd

395

Highway 395

2 Road Closed Signs (On Barricades)
2 Barricades
2 Cones

Road Closed Ahead Sign on Barricade



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

September 24, 2024

Reference ID:
2024-648

2024 Patrol and Controlled Substance Annual Operating and Financial Plan

Sheriff

ACTION REQUIRED

ITEM SUBMITTED BY

Office of the Sheriff

ITEM PRESENTED BY

Mike Atkins

RECOMMENDED ACTION:

- A) Approve Agreement 20-LE-11051360-040, Modification No. 8 between the County of Inyo and U.S. Forest Service for the provision of controlled substance operations for a funding amount of up to \$10,000 for the period of October 1, 2024, through December 31, 2025, contingent upon the Board's approval of the Fiscal Year 2024-2025 Budget;
- B) Approve Agreement 20-LE-11051360-040, Modification No. 8 between the County of Inyo and U.S. Forest Service for the provision of forest service patrols in funding amount up to \$18,918 for October 1, 2024, through December 31, 2025, contingent upon the Board's approval of the Fiscal Year 2024-2025 Budget; and
- C) Authorize the Sheriff or designee to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Sheriff's Office provides patrol service on United States Department of Agriculture (USDA) Forest Service land annually per the agreement. The Forest Service reimburses the Sheriff's Office for services upon completing patrols during the recreation season from May 28th through September 30th. Marijuana cultivation within the Forest Service boundaries in Inyo County continues to increase. These include the areas from the southern end of the County to the northern end of the County. The Sheriff's Office has continued investigating and abating the cultivation with the U.S. Forest Service and Bureau of Land Management.

Modification No. 8 makes the following changes to the existing agreement:

- **CHANGE IN FUNDING:** Add Fiscal Year 2024 funding of \$17,000 (\$12,000 for Patrol and \$5,000 for Controlled Substances)
- **ADMINISTRATIVE CHANGES:** Stephanie J. Rennie (sjrennie@inyocounty.us) replaced Eric Pritchard as the program contact. Alexander Stewart (alexander.stewart@usda.gov) replaced Brian Skaggs as Acting Special Agent in Charge Victoria Mowatt (victoria.mowatt@usda.gov) replaced Kimberly Linse as program contact and Darius Parks (darius.parks@usda.2:ov) replaced Genevieve Villemaire as Grants and Agreements contact.
- **ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION** (add additional pages as needed): For all-hazard incident (i.e., Fire Suppression) work performed to be reimbursed by a "P-Code" incident job code, see attached

- Addendum A. 2. Wages at the current prevailing rate plus fringe benefits for the individual officer. Overtime at actual documented cost.
- Exhibit A-Patrol Operations operating amount \$18,918.00, Exhibit B-Drug Operations \$10,000, Billing Statement, Law Enforcement Activity Report, and Addendum A Fire Emergencies

FISCAL IMPACT:

Funding Source	Federal-Forest Service	Budget Unit	022700
Budgeted?	Yes	Object Code	4693/4555
Recurrence	Ongoing Revenue	Sole Source?	No

If Sole Source, provide justification below

N/A

Current Fiscal Year Impact

Up to \$18,918 for Patrol Services and up to \$10,000 for controlled substance monitoring for the period between October 1, 2024 and December 2025

Future Fiscal Year Impacts

Annual modifications revise the agreement.

Additional Information

Monies from this plan/Agreement will assist the Sheriff’s Department in investigating and eliminating thousands of marijuana plants within Inyo County. The marijuana-growing season starts in the spring, and the harvesting season begins from August to September. Patrol Services are provided at the peak of the summer tourism season to bolster our presence on Forest Service land and reduce crime. Addendum A adds reimbursement for fire emergency services when requested by the Agency Administrator or Incident Commander.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board may choose to not approve these agreements and decline acceptance of the funding. This is not recommended as the reimbursement agreement offsets overtime and equipment costs for the Sheriff’s general budget.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

High Quality Services I Public Safety and Emergency Response

APPROVALS:

Riannah Reade	Created/Initiated - 9/3/2024
Darcy Ellis	Approved - 9/3/2024
Riannah Reade	Approved - 9/4/2024
John Vallejo	Approved - 9/5/2024
Amy Shepherd	Approved - 9/10/2024
Nate Greenberg	Approved - 9/13/2024
Stephanie Rennie	Final Approval - 9/16/2024

ATTACHMENTS:

1. Forest Service Modification No. 008
2. Forest Service Modification No. 007



MODIFICATION OF GRANT OR AGREEMENT

PAGE 1	OF 19
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1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER: 20-LE-11051360-040	2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY:	3. MODIFICATION NUMBER: 008
4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4): USDA Forest Service, Pacific Southwest Region, Grants and Agreements, 1323 Club Drive, Vallejo, CA 94592-1110	5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4): USDA Forest Service, Inyo National Forest, Law Enforcement & Investigations, 351 Pacu Lane, Ste. 200, Bishop, CA 93514-0000	
6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county): County of Inyo 168 N Edwards ST, Independence, CA 93526-0613 (Inyo)	7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only):	

8. PURPOSE OF MODIFICATION

CHECK ALL THAT APPLY:	This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above.
<input type="checkbox"/>	CHANGE IN PERFORMANCE PERIOD:
<input checked="" type="checkbox"/>	CHANGE IN FUNDING: Add FY24 funding of \$17,000 (\$12,000 for Patrol and \$5,000 for Controlled Substance)
<input checked="" type="checkbox"/>	ADMINISTRATIVE CHANGES: 1. Stephanie J. Rennie (sjrennie@inyocounty.us) replaced Eric Pritchard as the program contact. 2. Alexander Stewart (alexander.stewart@usda.gov) replaced Brian Skaggs as Acting Special Agent in Charge. 3. Victoria Mowatt (victoria.mowatt@usda.gov) replaced Kimberly Linse as program contact. 4. Darius Parks (darius.parks@usda.gov) replaced Genevieve Villemaire as Grants and Agreements contact.
<input type="checkbox"/>	OTHER (Specify type of modification):

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

9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):
1. For all-hazard incident (i.e., Fire Suppression) work performed to be reimbursed by a "P-Code" incident job code, see attached Addendum A. 2. Wages at the current prevailing rate plus fringe benefits for the individual officer. Overtime at actual documented cost.

10. ATTACHED DOCUMENTATION (Check all that apply):

<input type="checkbox"/>	Revised Scope of Work
<input type="checkbox"/>	Revised Financial Plan
<input checked="" type="checkbox"/>	Other: Exhibit A-Patrol Operations, Exhibit B-Drug Operations, Billing Statement, Law Enforcement Activity Report, and Addendum A

11. SIGNATURES

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

11.A. SIGNATURE <small>Stephanie Rennie (Aug 1, 2024 14:54 PDT)</small> (Signature of Signatory Official)	11.B. DATE SIGNED Aug 1, 2024	11.C. U.S. FOREST SERVICE SIGNATURE <small>Digitally signed by LESLEY YEN Date: 2024.07.31 16:29:18 -07'00'</small> (Signature of Signatory Official)	11.D. DATE SIGNED
11.E. NAME (type or print): STEPHANIE RENNIE		11.F. NAME (type or print): LESLEY YEN	
11.G. TITLE (type or print): Sheriff		11.H. TITLE (type or print): Forest Supervisor	
11.I. SIGNATURE (Signature of Signatory Official)	11.J. DATE SIGNED	11.K. U.S. FOREST SERVICE SIGNATURE (Signature of Signatory Official)	11.L. DATE SIGNED 8/14/24



Forest Service
U.S. DEPARTMENT OF AGRICULTURE

FS-1500-19 (VER. 05/24)
OMB No. 0596-0217
EXP: 05/31/2027

11.M. NAME (type or print):	11.N. NAME (type or print): STEWART ALEXANDER
11.O. TITLE (type or print):	11.P. TITLE (type or print): (Acting) Special Agent in Charge

12. G&A REVIEW

<p>12.A. The authority and format of this modification have been reviewed and approved for signature by:</p> <p>Darius Parks <small>Digitally signed by Darius Parks Date: 2024.07.23 13:06:13 -0700'</small></p> <p>DARIUS PARKS, Grants Management Specialist U.S. Forest Service, Pacific Southwest Regional Office</p>	<p>12.B. DATE SIGNED</p>
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Paperwork Reduction Act Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond, to a collection of information unless it displays a valid OMB control number. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The OMB control number for this information collection is 0596-0217. Response to this collection of information is mandatory. The authority to collect the information Section 7 of the Granger-Thye Act (16 U.S.C. 580d) and Title IV of the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1751-1753). The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to: U.S. Department of Agriculture, Clearance Officer, OIRM, 1400 Independence Avenue, SW, Room 404-W, Washington, D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB# 0596-0217), 725 17th Street NW, Washington, D.C. 20503.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TYY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

The Privacy Act of 1974, 5 U.S.C. 552a and the Freedom of Information Act, 5 U.S.C. 552 govern the confidentiality to be provided for information received by the Forest Service.



FS Agreement No. 20-LE-11051360-040 MOD 8

Cooperator Agreement No. _____

EXHIBIT A

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

2024 PATROL OPERATING AND FINANCIAL PLAN

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

Previous Year Carry-over: \$6,918.00
Current 2024 Year Obligation: \$12,000.00
Total Operating Plan: \$18,918.00
MOD 008

I. GENERAL:

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

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Stephanie Rennie, Sheriff Inyo County 550 S. Clay Street P.O. Box “S” Independence, CA 93526 Telephone: 760-878-0320 FAX: 760-878-0389 Email: sjrennie@inyocounty.us	Lt. Tim Bachman 550 S. Clay Street P.O. Box “S” Independence, CA 93526 Telephone: 760-878-0235 FAX: 760-878-0389 Email: tbachman@inyocounty.us



Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Laura James, Patrol Captain 351 Pacu Lane, Ste. 200 Bishop, CA 93514 Telephone: 760-873-2520 Email: laura.james@usda.gov	Victoria Mowatt, Program Support Assistant 602 S. Tippecanoe Ave San Bernardino, CA 92408 Telephone: 530-927-8959 Email: victoria.mowatt@usda.gov
U.S. Forest Service Program Manager Contact	U.S. Forest Service Grants & Agreement Contact
Alexander Stewart, Acting Special Agent in Charge 1323 Club Drive Vallejo, CA 94592 Telephone: 707-562-8647 FAX: 707-562-9031 Email: alexander.stewart@usda.gov	Darius Parks 1323 Club Drive Vallejo, CA 94592 Email: darius.parks@usda.gov

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

Wages at the current prevailing rate plus fringe benefits for the individual officer.
Overtime at actual documented cost.

II. PATROL ACTIVITIES:

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

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

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



3. Lone Pine Drainage Patrols

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

RATE SCHEDULE FOR REIMBURSABLE SERVICES

RATE OF REIMBURSEMENT

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

FUNDS ALLOCATED

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

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

III. TRAINING:

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

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

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

IV. EQUIPMENT:

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

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

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



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

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

V. SPECIAL ENFORCEMENT SITUATIONS:

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

For all-hazard incident (i.e., Fire Suppression) work performed to be reimbursed by a "P-Code" incident job code, see attached Addendum A.

3. Group Gatherings: This includes but is not limited to situations which are normally unanticipated, or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a U.S. Forest Service representative listed in Section I-A for

(Rev. 12-13)



requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

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

VI. BILLING FREQUENCY:

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

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

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

USDA, Forest Service
Albuquerque Service Center
Payments - Grants & Agreements
4000 Masthead Avenue NE
Albuquerque, NM 87109
FAX: (877) 687-4894
Email: sm.fs.asc_ga@usda.gov

Send a copy to:

Laura James, Patrol Captain &
Victoria Mowatt, Prog Support Specialist
351 Pacu Lane, Ste. 200
Bishop, CA 93514
Telephone: 760-873-2520 & 2497
Email: laura.james@usda.gov
victoria.mowatt@usda.gov

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



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

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

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

Law Enforcement Billing Summary
Patrol Enforcement

	Agreement #: 20-LE-11051360-040
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USDA Forest Service, NF: INYO	County: INYO
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Law Enforcement Billing Summary	Dates:	Year: 2024
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Check appropriate block: <input checked="" type="checkbox"/> Coop Patrol <input type="checkbox"/> Controlled Substance Ops
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A. Total Labor Hours:	
B. Rate per Hour:	\$
C. Total Salary Reimbursement: (subtotal 1)	\$
D. Other Allowable Reimbursements: (mileage, dispatch, court, clerical, equipment, etc.)	
1. _____	\$ _____
2. _____	\$ _____
3. _____	\$ _____
4. _____	\$ _____
E. Total of D1 - D4 (subtotal 2)	\$
F. Total Expenditures:	\$
G. Total Invoice Reimbursement per Op Plan:	\$

Certification Statement

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



USDA
Forest Service

LAW ENFORCEMENT ACTIVITY
REPORT
(Ref. FSM 5300)

Agreement Number
20-LE-11051360-040

Initial **Follow Up**

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

13a. Item # (16-17)	13b. Type of Crime	13c. Coop Agreement Reimbursed Activity (18-20)	13d. Non-Coop Agreement Activities (21-23)
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PART I - FBI UNIFORM CRIME REPORTING

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

PART II - FBI UNIFORM CRIME REPORTING

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

PART III - COOPERATOR ASSISTS

19	Assists to Forest Service Officers		
20	Assists to Public		

Remarks:

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



FS Agreement No. 20-LE-11051360-040 MOD 8

Cooperator Agreement No. _____

EXHIBIT B

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

2024 CONTROLLED SUBSTANCE OPERATING AND FINANCIAL PLAN

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

Previous Year Carry-over: \$5,000.00
Current 2024 Year Obligation: \$5,000.00
Total Operating Plan: \$10,000
MOD 008

I. GENERAL:

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

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Stephanie Rennie, Sheriff Inyo County P.O. Drawer “S” 550 South Clay Street Independence, CA 93526 Telephone: 760-878-0320 FAX: 760-878-0389 E-mail: sjrennie@inyocounty.us	Riannah Reade P.O. Box Drawer S 550 South Clay Street Independence, CA 93526 Telephone: 760-878-8558 FAX: 760-878-0389 E-mail: rreade@inyocounty.us



Principal U.S. Forest Service Contacts:

<p align="center">U.S. Forest Service Program Manager Contact</p> <p>Wayne Nomi, Special Agent Angeles National Forest 701 N. Santa Anita Avenue Arcadia, CA 91006</p> <p>Office: 626-574-5354 Cell: 559-392-2244 FAX: 626-821-6784 Email: wayne.nomi@usda.gov</p>	<p align="center">U.S. Forest Service Administrative Contact</p> <p>Victoria Mowatt, Program Support Assistant 602 S. Tippecanoe Ave San Bernardino, CA 92408 Office 530-927-8959 Email: Victoria.mowatt@usda.gov</p>
<p align="center">U.S. Forest Service Program Manager Contact</p> <p>Alexander Stewart, Acting Special Agent in Charge 1323 Club Drive Vallejo, CA 94592</p> <p>Telephone: 707-562-8647 Fax: 707-562-9031 Email: alexander.stewart@usda.gov</p>	<p align="center">U.S. Forest Service Grants & Agreement Contact</p> <p>Darius Parks 1323 Club Drive Vallejo, CA 94592 Email: darius.parks@usda.gov</p>

II. CONTROLLED SUBSTANCE OPERATIONS

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

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

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

(Rev. 12-13)



trafficking of controlled substances on or affecting the administration of National Forest system lands, including:

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

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

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

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

B. The Cooperator agrees:

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



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

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

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

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

- 2. The total expenditures of the Cooperator that may be reimbursed may not exceed **\$5,000.00**.
The total expenditures for item A.4 may not exceed..... **10%** of the total allocation.

III. BILLING FREQUENCY:

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

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

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

USDA, Forest Service
Albuquerque Service Center
Payments - Grants & Agreements
4000 Masthead Avenue NE
Albuquerque, NM 87109
FAX: (877) 687-4894
Email: sm.fs.asc_ga@usda.gov

Send a copy to:

Wayne Nomi, Special Agent &
Victoria Mowatt, Prog Sup Specialist
701 N. Santa Anita Ave
Arcadia, CA 91006
Telephone: 559-392-6784
760-873-2563
Email: wayne.nomi@usda.gov
victoria.mowatt@usda.gov



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

Law Enforcement Billing Summary
Drug Enforcement

	Agreement #: 20-LE-11051360-040
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USDA Forest Service, NF: INYO	County: INYO
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Law Enforcement Billing Summary	Dates:	Year: 2024
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Check appropriate block: Coop Patrol Controlled Substance Ops

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

Certification Statement

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



USDA
Forest Service

LAW ENFORCEMENT ACTIVITY
REPORT
(Ref. FSM 5300)

Agreement Number

20-LE-11051360-040

Initial

Follow Up

1. Cooperator (Department Name): **Inyo County Sheriff's Department** 2. National Forest: **Inyo National Forest**

3. Record (1)	4. Action Code (2) (FS Use Only) U-Update	5. Unit Identification (3-11)				6. Date (12-5)	
		Region 05	Forest 04	State CA	County Inyo	Month	Year

7. Patrol Units (16-18)	8. Search and Rescue Missions Hours (19-22)	No. (23-24)	9. Property Stolen (25-30) Dollars
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10. Property Recovered (31-36) Dollars	11. Controlled Substances Seized (37-45) Dollars (Street Value)
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12. Record (1) 13. Number of Crimes Occurring on National Forest System Lands

13a. Item # (16-17)	13b. Type of Crime	13c. Coop Agreement Reimbursed Activity (18-20)	13d. Non-Coop Agreement Activities (21-23)
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PART I - FBI UNIFORM CRIME REPORTING

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

PART II - FBI UNIFORM CRIME REPORTING

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

PART III - COOPERATOR ASSISTS

19	Assists to Forest Service Officers		
20	Assists to Public		

Remarks:

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Addendum A

U.S. Forest Service Fire Emergency Language & Billing Protocol Coop Law Enforcement Agreements / Operating & Financial Plan

Fire Emergencies:

During fire emergencies, the U.S. Forest Service will reimburse the County for actual costs incurred while the County is providing assistance requested by either the Agency Administrator or Incident Commander.

Reimbursement for personnel wages and services are based upon the information in the resource order and must identify the number of roadblocks, number of personnel required, hours and time frame required and must be ordered by the Incident Commander or Agency Administrator. A copy of the resource order generated for the request for assistance will be provided by the U.S. Forest Service dispatch to the County. It is critically important that the Incident Management Team, Agency Administrator, and the Sheriff /County Official agree to what emergency services are needed and listed in the Resource Order and Incident Action Plans for each day until this resource is no longer required.

Upon request of the Agency Administrator or Incident Commander, a County designated Liaison(s) to the fire incident(s) may be established. The liaison will be requested via an incident resource order. The liaison(s) primary duties, on behalf of the County Sheriff, will be to attend public meetings, planning and Incident Command meetings. Eligible costs for reimbursement will include personnel time.

If meals and lodging are required for county officials, authorization must be documented using the standard fire meals and lodging authorization forms provided by the host fire unit. Cooperator personnel directly assigned to the incident by a resource order will be entitled to meals that are provided on the incident.

Administrative support (e.g. posting incident time, delivering meals, bill preparation, etc.) will be reimbursed on an actual cost basis. The County will prepare and submit an itemized accounting of actual cost as part of the reimbursement request.

What is not eligible for reimbursement?

1. Law enforcement duties that are within the normal jurisdictional responsibilities such as enforcement, patrols, evacuation. 2. Automotive repairs, tires, and services are covered in the prevailing wage rate as identified in the OP Provision I. B.

Billing Protocol:

Documentation required to be submitted by the County to the FS for payment processing:

- Resource Order. Resource order will state what kind of assistance is ordered, how many people requested, and the time period for the services as ordered by the IC or Agency Administrator.
- Copy of Cooperative Law Enforcement Agreement and Operating & Financial Plan.
- UEI number.
- Active status in System for Award Management (SAM).
- Tax ID number.
- Breakout of actual costs:
 - Salary – Daily Crew Time Reports, Payroll summary by hours per day or timesheets of personnel.
 - Supplies – Copies of receipts with date and description of items purchased and FS authorization (S# or FS Signature) for purchase.
 - Mileage – Summary by day by vehicle and personnel using the vehicle.
 - Incident Action Plans – copies of plans that document assignment to that incident.
 - Map of roadblock locations.

BILLINGS ARE NOT TO BE SUBMITTED TO THE SM.FS.ASC_GA@USDA.GOV UNDER THE OBLIGATION ESTABLISHED THROUGH THE COOPERATIVE LAW ENFORCEMENT AGREEMENT.

Please coordinate remittance of billings to the Albuquerque Service Center, Incident Finance Branch through the local Fire Incident Business Specialist, **'FIRE BUSINESS MANAGER: Kristina Armstrong, Incident Business Management Specialist, email: kris.armstrong@usda.gov, work phone: (707) 562-8926'**. Invoices must include the information identified above in the Billing Protocol section in order to be processed in a timely manner.

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

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



MODIFICATION OF GRANT OR AGREEMENT

PAGE 1 OF PAGES 6

1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER: 20-LE-11051360-040	2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY:	3. MODIFICATION NUMBER: 007
---	--	---------------------------------------

4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4): USDA Forest Service, Pacific Southwest Region, Grants and Agreements, 1323 Club Drive, Vallejo, CA 94592-1110	5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4): USDA Forest Service, Inyo National Forest, Law Enforcement & Investigations, 351 Pacu Lane, Ste. 200, Bishop, CA 93514-0000
--	---

6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county): County of Inyo, 550 Clay Street, Independence, CA 93526-0613, Inyo County	7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only):
---	--

8. PURPOSE OF MODIFICATION

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

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

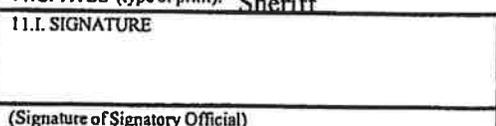
9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):

10. ATTACHED DOCUMENTATION (Check all that apply):

- Revised Scope of Work
- Revised Financial Plan
- Other: Attachment A Billing Statement & Attachment B Law Enforcement Activity Report

11. SIGNATURES

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

11.A. SIGNATURE  (Signature of Signatory Official)	11.B. DATE SIGNED 3/9/23	11.C. U.S. FOREST SERVICE SIGNATURE LESLEY YEN Digitally signed by LESLEY YEN Date: 2023.02.09 13:06:36 -08'00' (Signature of Signatory Official)	11.D. DATE SIGNED
11.E. NAME (type or print): STEPHANIE RENNIE	11.F. NAME (type or print): LESLEY YEN		
11.G. TITLE (type or print): Sheriff	11.H. TITLE (type or print): Forest Supervisor		
11.I. SIGNATURE  (Signature of Signatory Official)	11.J. DATE SIGNED	11.K. U.S. FOREST SERVICE SIGNATURE DON HOANG Digitally signed by DON HOANG Date: 2023.03.20 13:08:22 -07'00' (Signature of Signatory Official)	11.L. DATE SIGNED
11.M. NAME (type or print):		11.N. NAME (type or print): DON HOANG	
11.O. TITLE (type or print):		11.P. TITLE (type or print): Special Agent in Charge	



12 G&A REVIEW

Darius Parks

Digitally signed by Darius
Parks
Date: 2023.02.07
13:41:37 -08'00'

SIGNED

DARIUS PARKS

USDA Forest Service, Grants & Agreements Specialist

Burden Statement

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

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**Law Enforcement Billing Summary
Drug Enforcement**

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

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

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

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

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

Certification Statement

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

**Law Enforcement Billing Summary
Patrol Enforcement**

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

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

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

Check appropriate block: Coop Patrol Controlled Substance Ops

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

Certification Statement

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



**USDA
Forest Service**

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

Agreement Number
20-LE-11051360-040

Initial **Follow Up**

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

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

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

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

PART III - COOPERATOR ASSISTS			
19	Assists to Forest Service Officers		
20	Assists to Public		

Remarks:
For Drug Enforcement

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USDA
Forest Service

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

Agreement Number
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		Region	Forest	State	County	Month
		05	04	CA	Inyo	2023
7. Patrol Units (16-18)		8. Search and Rescue Missions Hours (19-22)		9. Property Stolen (25-30) Dollars		
10. Property Recovered (31-36) Dollars			11. Controlled Substances Seized (37-45) Dollars (Street Value)			

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Remarks:
For Patrol Enforcement

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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

September 24, 2024

Reference ID:
2024-715

Adoption of the Fiscal Year 2024-2025 Final Board Approved Budget County Administrator ACTION REQUIRED

ITEM SUBMITTED BY

Denelle Carrington, Assistant CAO

ITEM PRESENTED BY

Nate Greenberg, County Administrative Officer

RECOMMENDED ACTION:

A) Conduct a review and discussion of the Fiscal Year 2024-2025 Final Approved Budget, including but not limited to:

1. Those changes to the County Administrative Officer (CAO) Recommended Budget that were directed by the Board to be included in the Final Budget; and
2. Any other changes which may be made as a result of today's discussion;

B) Adopt the Fiscal Year 2024-2025 as recommended by the County Administrator and as amended, and as directed on September 10, 2024; and

C) Approve Resolution No. 2024-29, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Adopting a Final Budget for Fiscal Year 2024-2025," and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

On September 10, 2024, your Board closed Budget Hearings for Fiscal Year 2024-2025 and directed the County Administrator to make all changes necessary to compile the Final Board Approved Budget for Fiscal Year 2024-2025. Consequently, the County Budget document contains a countywide estimated revenue total of \$152,997,605 and \$170,508,201 in projected expenditures. The amount of General Fund portion of the County Budgets is \$89,168,170 in revenues and \$94,341,803 in expenditures.

On September 10th, the Auditor-Controller certified the Final Fund Balance for the year ending June 30, 2024 as \$5,173,633, which is \$973,633 more than was used to balance the Recommended Budget. The changes directed by your Board fully appropriate this unbudgeted portion of Fund Balance.

As directed during Budget Hearings, this includes:

- Adding \$500,000 to the General Fund Contingencies budget;
- Adding \$400,000 to the CAO-ACO budget; and
- Adding \$73,633 to the Parks Rehab and Development Trust

Fiscal Year 2024-2025 Recommended Board Approved Budget for the General Fund

The expenditure total in this recommended Final Board Approved Budget for the General Fund is \$94,341,803, which is \$973,633 higher than the CAO Recommended Budget. A summary of the General Fund is included as Attachment A. The increases in expenditures are due to the net effect of the following changes:

Actions Directed by your Board or Recommended by Staff during Budget Hearings - General Fund

1. *Increase expenses in the General Fund Contingencies Budget by \$500,000; and*
2. *Increase expenses in the General Revenues & Expenditures Budget by \$473,633 to fund an operating transfer of \$400,000 into the CAO-ACO and \$73,633 into the Parks Rehab & Development Trust.*

Actions Recommended by Staff After Budget Hearings - General Fund

Staff has no subsequent recommendations to change revenues and expenditures in the General Fund Budgets from those comprising the CAO Recommended Budget or otherwise directed by, or discussed with your Board during the Budget Hearings.

Fiscal Year Recommended Board Approved Budget for Non-General Funds

The expenditure total in this Recommended Final Board Approved Budget for Non-General Funds is \$76,166,398 which is \$100,000 higher than the CAO Recommended Budget. Revenues are \$63,829,435, which is \$523,633 higher than the CAO Recommended Budget. A summary of the Non-General Fund is included in Attachment B.

Actions Directed by Your Board or Recommended by Staff During Budget Hearings - Non-General Fund

1. *Increase Operating Transfers In into the CAO-ACO Budget by \$400,000; and*
2. *Increase Operating Transfers In into the Parks Rehab & Development Trust by \$73,633*

Actions Recommended by Staff After Budget Hearings - Non General Fund

Staff has the following recommendations to change revenues and expenditures in the Non-General Fund Budget from those comprising the CAO Recommended Budget or otherwise directed by, or discussed with your Board during the Budget Hearings:

1. *Increase Operating Transfers Out in the CAO-ACO Budget by \$50,000; and*
2. *Increase Operating Transfers In into the Southern Inyo Fire Grant Budget by \$50,000 and increase Professional Services by \$50,000.*

FISCAL IMPACT:

Funding Source	All County General and Non-General Fund	Budget Unit	All Budgets
Budgeted?	Yes / No	Object Code	All object codes
Recurrence	Ongoing Expenditure	Sole Source?	N/A

If Sole Source, provide justification below

Current Fiscal Year Impact

This item sets the Fiscal Year 2024-2025 countywide spending plan at a total amount of \$170,408,201.

Future Fiscal Year Impacts

N/A

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

Your Board has the alternative to not approve the Budget for Fiscal Year 2024-2025, in whole or in part as recommended by the County Administrative Officer, and/or modify the Budget as presented and provide additional direction to staff.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

The Fiscal Year 2024-2025 CAO Recommended Budget is currently based on direction provided by your Board and recommendations made by staff during the Budget Hearings, and developed with significant support from the Auditor-Controller, Personnel, and all County Departments.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Community Revitalization Through Effective Planning

Thriving Communities | Community Supporting Infrastructure Improvements

Thriving Communities | Highest and Best use of Property

Thriving Communities | Improve Housing Opportunities

Thriving Communities | Enhanced Health, Social, & Senior Services

Thriving Communities | Quality Parks and Recreation Amenities

Thriving Communities | Enhanced Transportation Services

Thriving Communities | Climate Resilience and Natural Resource Protection

Economic Enhancement | Local Businesses, Organizations, and Workforce

Economic Enhancement | Sustainable Recreation Initiatives

Economic Enhancement | Collaborative Regional Economic Development

High Quality Services | Quality County Employees

High Quality Services | High-Quality County Government Services

High Quality Services | Improved Access to Government

High Quality Services | Improved County Facilities

High Quality Services | Public Safety and Emergency Response

APPROVALS:

Denelle Carrington	Created/Initiated - 9/17/2024
Darcy Ellis	Approved - 9/17/2024
Denelle Carrington	Approved - 9/17/2024
John Vallejo	Approved - 9/17/2024
Amy Shepherd	Approved - 9/17/2024
Nate Greenberg	Final Approval - 9/17/2024

ATTACHMENTS:

1. Attachment A - Board Approved General Fund Budget 24-25
2. Attachment B - Board Approved Non-General Fund Budget 24-25
3. Budget Adoption/Resolution No. 2024-29

**ATTACHMENT A
COUNTY OF INYO**

BUD002F - BUDGET REQUESTS

RUNDATE: 06/30/2024 TODAY'S DATE: 09/17/2024
FOR FISCAL YEARS: 07/01/2022 - 06/30/2025

		YTD	BOARD	WORKING	YTD	DEPT	CAO	BOARD
		ACTUALS	APPROVED	BUDGET	ACTUALS	REQUESTED	RECOMM	APPROVED
		06/30/2023	06/30/2024	06/30/2024	06/30/2024	06/30/2025	06/30/2025	06/30/2025
FUND: 0001 GENERAL FUND								
REVENUES:								
4001	CURRENT SECURED TAXES	\$15,226,755	\$15,605,000	\$15,605,000	\$16,206,723	\$16,500,000	\$16,500,000	\$16,500,000
4004	CURRENT UNSECURED TAXES	\$1,376,595	\$1,164,000	\$1,164,000	\$1,320,929	\$1,250,000	\$1,250,000	\$1,250,000
4005	CURRENT UNSECURED AIRCRAFT TAX	\$17,602	\$25,000	\$25,000	\$30,204	\$30,000	\$30,000	\$30,000
4008	SB813 DISTRIBUTIONS	\$1,045,482	\$200,000	\$200,000	\$327,933	\$200,000	\$200,000	\$200,000
4021	PRIOR YEAR SECURED TAXES	\$143,011	\$145,000	\$145,000	\$103,943	\$153,000	\$153,000	\$153,000
4023	PRIOR YEAR UNSECURED TAXES	(\$961,836)	\$75,000	\$75,000	\$22,944	\$100,000	\$100,000	\$100,000
4041	PENALTIES ON DELINQUENT TAXES	\$63,129	\$250,000	\$250,000	\$67,780	\$250,000	\$250,000	\$250,000
4042	COSTS OF DELINQUENT COLLECTION	\$1,010	\$11,000	\$11,000	\$2,068	\$11,000	\$11,000	\$11,000
	TAXES - PROPERTY	\$16,911,750	\$17,475,000	\$17,475,000	\$18,082,527	\$18,494,000	\$18,494,000	\$18,494,000
4082	REAL PROPERTY TRANSFER TAX	\$309,536	\$115,000	\$115,000	\$138,857	\$115,000	\$115,000	\$115,000
4083	TRANSIENT OCCUPANCY TAX	\$4,738,259	\$4,000,000	\$4,000,000	\$4,626,801	\$4,100,000	\$4,100,000	\$4,100,000
	TAXES - OTHER	\$5,047,795	\$4,115,000	\$4,115,000	\$4,765,659	\$4,215,000	\$4,215,000	\$4,215,000
4062	SALES TAX	\$2,161,795	\$1,750,000	\$1,750,000	\$2,271,251	\$1,875,000	\$1,875,000	\$1,875,000
	TAXES - SALES	\$2,161,795	\$1,750,000	\$1,750,000	\$2,271,251	\$1,875,000	\$1,875,000	\$1,875,000
4101	ANIMAL LICENSES	\$22,286	\$22,000	\$22,000	\$23,005	\$22,000	\$22,000	\$22,000
4131	CONSTRUCTION PERMITS	\$396,630	\$340,000	\$340,000	\$459,421	\$375,000	\$390,000	\$390,000
4135	FEES FOR CONTINUING EDUCATION	\$983	\$3,500	\$3,500	\$4,199	\$8,000	\$8,000	\$8,000
4156	RECLAMATION PLAN FEES	\$25,200	\$20,000	\$29,095	\$29,095	\$20,000	\$25,000	\$25,000
4161	FRANCHISE FEES	\$252,345	\$252,292	\$252,292	\$260,895	\$228,600	\$228,600	\$228,600
4170	WELL PERMITS	\$14,135	\$12,000	\$12,000	\$4,691	\$9,500	\$9,500	\$9,500
4171	D H R PERMITS	\$708	\$605	\$605	\$665	\$605	\$605	\$605
4172	SEWER APPLICATIONS	\$3,830	\$5,500	\$5,500	\$7,226	\$5,500	\$5,500	\$5,500
4174	WELL & WATER SYSTEM PERMITS	\$2,286	\$2,540	\$2,540	\$2,794	\$3,048	\$3,048	\$3,048
4175	PERMITS TO OPERATE	\$1,112	\$1,000	\$1,065	\$1,170	\$1,100	\$1,100	\$1,100
4176	LICENSES	\$7,520	\$7,500	\$7,500	\$8,617	\$8,000	\$8,000	\$8,000
4177	GUN PERMITS	\$39,754	\$4,500	\$4,500	\$4,418	\$4,500	\$4,500	\$4,500
4178	FINGERPRINT PERMITS	\$5,691	\$8,000	\$6,000	\$5,555	\$6,000	\$6,000	\$6,000
4179	EXPLOSIVE PERMITS	\$22	\$10	\$30	\$22	\$10	\$10	\$10
4180	DEVICE REGISTRATION FEE	\$72,680	\$72,000	\$72,000	\$73,583	\$73,000	\$73,000	\$73,000
4182	SWIMMING POOL PERMITS	\$11,166	\$11,000	\$11,000	\$9,523	\$10,000	\$10,000	\$10,000
4183	FOOD ESTABLISHMENT PERMITS	\$59,800	\$56,000	\$56,000	\$56,426	\$56,000	\$56,000	\$56,000

COUNTY OF INYO

BUD002F - BUDGET REQUESTS

RUNDATE: 06/30/2024 TODAY'S DATE: 09/17/2024
 FOR FISCAL YEARS: 07/01/2022 - 06/30/2025

		YTD	BOARD	WORKING	YTD	DEPT	CAO	BOARD
		ACTUALS	APPROVED	BUDGET	ACTUALS	REQUESTED	RECOMM	APPROVED
		06/30/2023	06/30/2024	06/30/2024	06/30/2024	06/30/2025	06/30/2025	06/30/2025
4184	SEWAGE PUMP VEHICLE PERMIT	\$2,380	\$1,300	\$3,060	\$3,060	\$3,060	\$3,060	\$3,060
4186	DEVICE REPAIRMAN LICENSE	\$214	\$214	\$393	\$392	\$200	\$200	\$200
	LICENSES & PERMITS	\$918,746	\$819,961	\$829,080	\$954,760	\$834,123	\$854,123	\$854,123
4211	CRIMINAL FINES	\$2,330	\$23,500	\$23,500	\$3,774	\$91,100	\$91,100	\$91,100
4212	ANIMAL FINES	\$25,723	\$25,000	\$5,500	\$4,824	\$25,000	\$25,000	\$25,000
4214	SUPERIOR COURT FINES	\$10,984	\$117,250	\$117,250	\$34,238	\$104,739	\$104,739	\$104,739
4215	JUSTICE COURT FINES	\$200,224	\$200,000	\$200,000	\$330,520	\$300,000	\$300,000	\$300,000
4220	LAW LIBRARY FINES	\$7,000	\$7,000	\$7,000	\$8,545	\$8,000	\$8,000	\$8,000
4224	COURT REALIGNMENT FINES	\$687,086	\$685,000	\$685,000	\$596,379	\$590,000	\$590,000	\$590,000
	FINES & FORFEITURES	\$933,350	\$1,057,750	\$1,038,250	\$978,282	\$1,118,839	\$1,118,839	\$1,118,839
4352	MILLPOND CONCESSIONS	\$26,562	\$26,000	\$26,000	\$27,808	\$28,000	\$28,000	\$28,000
	RENTS & LEASES	\$26,562	\$26,000	\$26,000	\$27,808	\$28,000	\$28,000	\$28,000
4301	INTEREST FROM TREASURY	\$706,913	\$650,000	\$1,000,000	\$1,492,149	\$1,000,000	\$1,000,000	\$1,000,000
4303	INTEREST ON TAX FUNDS	\$0	\$500	\$500	\$0	\$500	\$500	\$500
4311	RENTS	\$41,779	\$50,000	\$50,225	\$55,996	\$60,000	\$60,000	\$60,000
4312	LEASES	\$2,146	\$2,100	\$2,100	\$1,683	\$2,268	\$2,268	\$2,268
4318	INDEPENDENCE LEGION HALL RENT	\$1,095	\$150	\$1,000	\$1,040	\$1,000	\$1,000	\$1,000
	REV USE OF MONEY & PROPERTY	\$751,934	\$702,750	\$1,053,825	\$1,550,869	\$1,063,768	\$1,063,768	\$1,063,768
4411	STATE MOTOR VEHICLE IN LIEU TX	\$2,322,103	\$2,373,959	\$2,375,534	\$2,459,506	\$2,285,357	\$2,309,837	\$2,309,837
4413	PROPERTY TAX IN LIEU OF VLF	\$2,624,317	\$2,700,000	\$2,700,000	\$2,991,683	\$2,950,000	\$2,950,000	\$2,950,000
4420	SOCIAL SERVICE REALIGNMENT	\$1,449,498	\$1,603,973	\$1,734,071	\$1,070,674	\$1,594,499	\$1,594,499	\$1,594,499
4421	STATE PUBLIC ASSIST ADMIN	\$3,409,000	\$3,499,477	\$3,499,477	\$4,044,559	\$4,931,908	\$4,931,908	\$4,931,908
4425	AID FAMILY DEPENDENT CHILDREN	(\$15,324)	\$35,000	\$35,000	\$36,567	\$25,000	\$25,000	\$25,000
4426	SSI / SSP	\$17,503	\$0	\$0	\$0	\$0	\$0	\$0
4427	FOSTER CARE	\$159,128	\$150,000	\$150,000	\$306,038	\$378,047	\$378,047	\$378,047
4430	HEALTH REALIGNMENT	\$63,512	\$64,512	\$64,512	\$64,512	\$22,159	\$98,159	\$98,159
4450	MENTAL HEALTH REALIGNMENT	\$1,120,161	\$1,120,161	\$1,120,161	\$1,116,138	\$1,120,161	\$1,120,161	\$1,120,161
4460	REALIGNMENT - 2011	\$1,596,702	\$4,010,780	\$3,974,436	\$2,093,345	\$3,843,375	\$3,843,375	\$3,843,375
4463	UNREFUNDED GAS TAX	\$89,285	\$95,000	\$103,708	\$126,041	\$120,000	\$120,000	\$120,000
4472	HOMEOWNERS PROPERTY TAX RELIEF	\$66,695	\$66,000	\$66,000	\$64,387	\$64,000	\$64,000	\$64,000
4473	STATE AID FOR VETERANS AFFAIRS	\$33,694	\$15,600	\$15,600	\$34,308	\$31,335	\$31,335	\$31,335
4475	OFF HIGHWAY VEHICLE	\$613	\$630	\$630	\$572	\$250	\$250	\$250
4483	STANDARDS & TRAIN FOR CORRECT	\$31,044	\$39,152	\$36,059	\$29,880	\$37,599	\$37,599	\$37,599

COUNTY OF INYO

BUD002F - BUDGET REQUESTS

RUNDATE: 06/30/2024 TODAY'S DATE: 09/17/2024
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		YTD	BOARD	WORKING	YTD	DEPT	CAO	BOARD
		ACTUALS	APPROVED	BUDGET	ACTUALS	REQUESTED	RECOMM	APPROVED
		06/30/2023	06/30/2024	06/30/2024	06/30/2024	06/30/2025	06/30/2025	06/30/2025
4485	STATE - PUBLIC SAFETY SERVICES	\$2,564,597	\$2,340,000	\$2,340,000	\$2,412,774	\$2,340,000	\$2,340,000	\$2,340,000
4486	AB443 - SHERIFF	\$418,520	\$500,000	\$500,000	\$500,000	\$576,986	\$640,172	\$640,172
4488	CITIZEN OPTION - PUBLIC SAFETY	\$107,276	\$267,104	\$267,104	\$110,706	\$127,508	\$127,508	\$127,508
4489	JUVENILE JUSTICE	\$52,478	\$53,067	\$53,067	\$53,067	\$53,067	\$53,067	\$53,067
4497	STATE MANDATE PROGRAMS	\$40,452	\$500	\$0	\$28,947	\$600	\$600	\$600
4498	STATE GRANTS	\$1,448,931	\$3,540,224	\$3,497,525	\$2,576,080	\$1,583,353	\$1,583,353	\$1,583,353
4499	STATE OTHER	\$1,831,730	\$3,028,264	\$2,987,309	\$1,087,151	\$2,605,892	\$2,605,892	\$2,605,892
4501	FEDERAL PUBLIC ASSISTANCE ADMN	\$1,966,911	\$2,225,998	\$2,225,998	\$2,470,702	\$2,225,998	\$2,225,998	\$2,225,998
4511	FEDERAL AID TO FAMILY W/ CHILD	\$195,588	\$195,000	\$195,000	\$163,460	\$205,000	\$205,000	\$205,000
4512	FEDERAL FOSTER CARE	\$407,607	\$433,000	\$433,000	\$398,003	\$378,047	\$378,047	\$378,047
4552	FEDERAL OTHER	\$502,870	\$2,102,263	\$2,122,436	\$624,100	\$1,278,761	\$1,288,261	\$1,288,261
4555	FEDERAL GRANTS	\$24,468	\$331,764	\$310,764	\$112,256	\$301,964	\$301,964	\$301,964
4561	AID FROM MONO COUNTY	\$387,441	\$350,265	\$375,265	\$298,092	\$395,321	\$395,321	\$395,321
4563	CONTRIBUTION FROM DWP	\$5,373,978	\$5,826,618	\$5,826,618	\$5,826,618	\$6,256,311	\$6,256,311	\$6,256,311
4599	OTHER AGENCIES	\$220,208	\$295,500	\$401,827	\$359,333	\$366,208	\$366,208	\$366,208
	AID FROM OTHER GOVT AGENCIES	\$28,510,992	\$37,263,811	\$37,411,101	\$31,459,510	\$36,098,706	\$36,271,872	\$36,271,872
4601	TAX REDEMPTION FEES	\$5,190	\$6,000	\$6,000	\$5,930	\$3,500	\$3,500	\$3,500
4602	ASSESSMENT & COLLECTION FEES	\$16,265	\$16,019	\$16,019	\$16,454	\$16,444	\$16,444	\$16,444
4603	SB813 COLLECTION FEES	\$185,428	\$40,000	\$40,000	\$68,877	\$45,000	\$45,000	\$45,000
4604	PROPERTY TAX ADMIN FEES	\$146,008	\$146,000	\$146,000	\$125,932	\$146,000	\$146,000	\$146,000
4605	DELINQUENT TAX SALE FEE	\$750	\$149,702	\$149,702	\$163,116	\$50,000	\$55,000	\$55,000
4612	SPEC DIST & GRANT ACCOUNTING	\$63,688	\$28,356	\$28,356	\$28,350	\$77,790	\$77,790	\$77,790
4618	EMS ACCOUNTING	\$35,242	\$35,242	\$35,242	\$31,925	\$35,242	\$35,242	\$35,242
4621	DISTRICT ELECTIONS	\$11,975	\$0	\$0	\$0	\$8,580	\$8,580	\$8,580
4622	CANDIDATE STATEMENTS	\$8,385	\$7,200	\$7,000	\$7,000	\$5,000	\$5,000	\$5,000
4623	ELECTION FILING FEES	\$0	\$4,000	\$4,317	\$4,317	\$0	\$0	\$0
4624	MISCELLANEOUS ELECTION SERVICE	\$2,378	\$2,500	\$4,053	\$4,740	\$3,500	\$3,500	\$3,500
4631	COUNTY COUNSEL FEES	\$830	\$1,000	\$1,000	\$14,688	\$1,000	\$1,000	\$1,000
4632	PUBLIC DEFENDER FEES	\$0	\$0	\$0	\$202	\$0	\$0	\$0
4654	PLANNING & ENGINEERING FEES	\$60,347	\$100,000	\$100,000	\$131,242	\$75,000	\$75,000	\$75,000
4655	MAP CHECKING	\$62	\$600	\$600	\$250	\$600	\$600	\$600
4661	PESTICIDE USE ENFORCEMENT	\$0	\$500	\$0	\$0	\$0	\$0	\$0
4663	PEST MILL REFUND	\$90,000	\$90,000	\$90,000	\$90,000	\$90,000	\$90,000	\$90,000
4664	NURSERY	\$0	\$0	\$0	\$0	\$500	\$500	\$500
4665	PETROLEUM PRODUCT INSPECTION	\$3,105	\$2,980	\$2,080	\$825	\$3,705	\$3,705	\$3,705

COUNTY OF INYO

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		YTD ACTUALS 06/30/2023	BOARD APPROVED 06/30/2024	WORKING BUDGET 06/30/2024	YTD ACTUALS 06/30/2024	DEPT REQUESTED 06/30/2025	CAO RECOMM 06/30/2025	BOARD APPROVED 06/30/2025
4667	NON COMMERCIAL CERTIFICATIONS	\$875	\$900	\$1,000	\$1,000	\$750	\$750	\$750
4671	CIVIL FINES	\$750	\$0	\$0	\$0	\$0	\$0	\$0
4672	CLERK FEES	\$2,624	\$2,000	\$3,200	\$3,432	\$3,000	\$3,000	\$3,000
4673	COST OF PROBATION	\$50	\$0	\$0	\$0	\$0	\$0	\$0
4676	RESTITUTION	\$348	\$0	\$30	\$641	\$100	\$100	\$100
4677	ELECTRONIC MONITORING	\$20	\$0	\$0	\$0	\$0	\$0	\$0
4681	LPS PRIVATE PAY	\$10,500	\$0	\$0	\$0	\$0	\$0	\$0
4682	ESTATE FEES	\$0	\$12,000	\$3,000	\$17,441	\$0	\$0	\$0
4683	PUBLIC GUARDIAN FEES	\$2,691	\$3,500	\$12,500	\$38,415	\$30,000	\$30,000	\$30,000
4691	JAIL BOOKING FEES	\$3,522	\$3,500	\$3,000	\$3,522	\$3,500	\$3,500	\$3,500
4693	FOREST SERVICE	\$10,989	\$12,000	\$10,989	\$10,989	\$12,000	\$12,000	\$12,000
4698	INVESTIGATIONS	\$66,767	\$85,000	\$85,000	\$32,623	\$85,000	\$85,000	\$85,000
4699	CIVIL PROCESS SERVICE	\$5,119	\$5,000	\$4,500	\$4,237	\$4,500	\$4,500	\$4,500
4701	VITAL STATISTICS	\$17,955	\$16,000	\$16,000	\$18,178	\$16,000	\$16,000	\$16,000
4702	RECORDING FEES	\$61,619	\$61,100	\$51,100	\$51,205	\$55,000	\$55,000	\$55,000
4722	FEDERAL MEDICARE MEDICAID	\$10,266	\$20,000	\$20,000	\$17,027	\$20,000	\$20,000	\$20,000
4723	WATER SAMPLES	\$156,170	\$135,000	\$135,000	\$165,303	\$135,000	\$143,000	\$143,000
4729	EH WASTE INSPECTION & PERMITS	\$18,378	\$18,378	\$18,378	\$18,378	\$18,378	\$18,378	\$18,378
4732	E.M.S. RADIO MAINTENANCE	\$0	\$1,575	\$0	\$0	\$0	\$0	\$0
4742	PATIENT PAYMENTS	\$345	\$1,200	\$1,200	\$193	\$1,200	\$1,200	\$1,200
4747	INSURANCE PAYMENTS	\$1,270	\$2,500	\$2,500	\$11,018	\$2,500	\$2,500	\$2,500
4748	MENTAL HEALTH MEDICAL	\$658,253	\$1,350,000	\$1,350,000	\$197,470	\$931,313	\$931,313	\$931,313
4754	HAZARDOUS WASTE FEES	\$40,377	\$35,000	\$35,726	\$36,874	\$36,000	\$36,000	\$36,000
4765	P.O.S.T.	\$34,668	\$20,000	\$20,000	\$34,828	\$20,000	\$20,000	\$20,000
4771	LIBRARY SERVICES	\$312	\$300	\$300	\$296	\$300	\$300	\$300
4781	PLEASANT VALLEY - CAMP	\$42,841	\$68,000	\$68,000	\$71,553	\$65,000	\$68,000	\$68,000
4783	SCHOBER LANE - CAMP	\$72,859	\$72,000	\$72,000	\$87,405	\$87,000	\$87,000	\$87,000
4784	BIG PINE TRIANGLE - CAMP	\$4,915	\$5,000	\$5,000	\$5,147	\$5,200	\$5,200	\$5,200
4785	BAKER CREEK - CAMP	\$36,549	\$38,000	\$38,000	\$34,464	\$32,000	\$33,000	\$33,000
4786	TINNEMAHA - CAMP	\$27,394	\$27,000	\$27,000	\$23,605	\$27,000	\$27,000	\$27,000
4787	TABOOSE - CAMP	\$39,923	\$39,000	\$39,000	\$34,851	\$34,000	\$34,000	\$34,000
4788	INDEPENDENCE CREEK - CAMP	\$14,468	\$14,000	\$14,000	\$13,323	\$12,000	\$13,000	\$13,000
4789	PORTUGUESE JOE - CAMP	\$24,518	\$24,600	\$24,600	\$31,640	\$26,000	\$26,000	\$26,000
4790	DIAZ LAKE - CAMP	\$113,335	\$115,000	\$115,000	\$97,426	\$90,000	\$90,000	\$90,000
4791	TECOPA HOT SPRINGS - CAMP	\$0	\$5,000	\$5,000	\$0	\$5,000	\$5,000	\$5,000

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		YTD ACTUALS 06/30/2023	BOARD APPROVED 06/30/2024	WORKING BUDGET 06/30/2024	YTD ACTUALS 06/30/2024	DEPT REQUESTED 06/30/2025	CAO RECOMM 06/30/2025	BOARD APPROVED 06/30/2025
4792	DAY USE FEES	\$2,300	\$3,000	\$3,000	\$3,375	\$2,500	\$3,300	\$3,300
4809	WRAP FEES	\$1,750	\$1,800	\$4,000	\$3,645	\$4,000	\$4,000	\$4,000
4812	NSF CHARGES	\$314	\$40	\$40	\$610	\$40	\$40	\$40
4813	SHIPPING & HANDLING	\$35	\$200	\$50	\$25	\$200	\$200	\$200
4817	LAFCO FEES	\$0	\$24,495	\$24,495	\$27,518	\$28,395	\$28,395	\$28,395
4819	SERVICES & FEES	\$216,766	\$630,892	\$561,945	\$234,237	\$616,792	\$523,292	\$523,292
4820	COUNTY COST PLAN	\$1,965,461	\$3,103,755	\$3,103,755	\$3,105,339	\$3,575,632	\$3,575,632	\$3,575,632
4821	INTRA COUNTY CHARGES	\$1,458,128	\$3,784,000	\$3,615,853	\$1,618,981	\$3,417,749	\$4,504,622	\$4,504,622
4822	INTRA COUNTY INSURANCE ADMIN	\$1,757,771	\$2,278,974	\$2,278,974	\$1,958,955	\$2,334,589	\$2,334,589	\$2,334,589
4824	INTER GOVERNMENT CHARGES	\$691,122	\$896,274	\$791,095	\$503,417	\$871,841	\$871,841	\$871,841
4825	OTHER CURRENT CHARGES	\$506,569	\$595,045	\$594,045	\$603,566	\$744,168	\$744,168	\$744,168
4827	TRIAL COURT CHARGES	\$90,297	\$98,800	\$98,800	\$105,790	\$88,800	\$88,800	\$88,800
4829	COPIER LEASE REVENUE	\$164,981	\$186,000	\$186,000	\$169,008	\$280,800	\$280,800	\$280,800
4830	MOBILE DEVICE MANAGEMENT-REV	\$3,029	\$0	\$0	\$0	\$0	\$0	\$0
	CHARGES FOR CURRENT SERVICES	\$8,968,864	\$14,425,927	\$14,073,444	\$10,090,817	\$14,285,108	\$15,297,281	\$15,297,281
4991	PROCEEDS FROM LEASE CONTRA	\$81,643	\$0	\$0	\$0	\$0	\$0	\$0
4998	OPERATING TRANSFERS IN	\$5,345,230	\$5,992,171	\$6,460,625	\$7,528,903	\$6,512,598	\$9,833,887	\$9,833,887
	OTHER FINANCING SOURCES	\$5,426,873	\$5,992,171	\$6,460,625	\$7,528,903	\$6,512,598	\$9,833,887	\$9,833,887
4901	PRIOR YEARS REVENUE	\$4,001	\$0	\$588	\$2,837	\$0	\$0	\$0
4911	SALES OF FIXED ASSETS	\$0	\$0	\$0	\$3,002	\$0	\$0	\$0
4922	SALES OF COPIES	\$2,698	\$3,570	\$3,570	\$2,933	\$3,550	\$3,550	\$3,550
4924	SALES OF MAILING LISTS	\$129	\$180	\$180	\$0	\$0	\$0	\$0
4925	SALES OF BOOKS & PAMPHLETS	\$9,647	\$15,000	\$15,000	\$7,417	\$15,000	\$15,000	\$15,000
4936	MISCELLANEOUS SALES	\$123	\$17,500	\$17,500	\$0	\$7,700	\$7,700	\$7,700
4951	DONATIONS	\$6,000	\$31,000	\$16,900	\$15,697	\$26,000	\$26,000	\$26,000
4955	FAMILY SUPPORT REPAYMENT	\$6,042	\$0	\$1,920	\$4,807	\$0	\$0	\$0
4958	UNCLAIMED FUNDS	\$47,976	\$1,250	\$1,250	\$1,250	\$20,000	\$20,000	\$20,000
4959	MISCELLANEOUS REVENUE	\$14,228	\$44,430	\$11,430	\$20,094	\$44,100	\$44,100	\$44,100
4961	REIMBURSED EXPENSES	\$37,575	\$0	\$1,660	\$66,197	\$0	\$0	\$0
4997	CASH OVER OR SHORT	\$551	\$50	\$51	\$24	\$50	\$50	\$50
4999	PRIOR YEARS REIMBURSEMENTS	\$1,837	\$0	\$2,251	\$135,889	\$0	\$0	\$0
	OTHER REVENUE	\$130,812	\$112,980	\$72,300	\$260,151	\$116,400	\$116,400	\$116,400
	TOTAL REVENUES:	<u>\$69,789,477</u>	<u>\$83,741,350</u>	<u>\$84,304,625</u>	<u>\$77,970,541</u>	<u>\$84,641,542</u>	<u>\$89,168,170</u>	<u>\$89,168,170</u>

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	YTD ACTUALS 06/30/2023	BOARD APPROVED 06/30/2024	WORKING BUDGET 06/30/2024	YTD ACTUALS 06/30/2024	DEPT REQUESTED 06/30/2025	CAO RECOMM 06/30/2025	BOARD APPROVED 06/30/2025	
EXPENSES:								
5001	SALARIED EMPLOYEES	\$23,995,282	\$29,017,289	\$27,942,330	\$25,500,401	\$31,076,621	\$30,884,544	\$30,884,544
5002	CONTRACT EMPLOYEES	\$206,024	\$214,263	\$214,263	\$204,999	\$213,723	\$213,723	\$213,723
5003	OVERTIME	\$1,228,140	\$960,549	\$1,579,330	\$1,486,013	\$1,669,087	\$1,384,179	\$1,384,179
5004	STANDBY TIME	\$350,009	\$387,880	\$361,080	\$351,651	\$456,598	\$452,598	\$452,598
5005	HOLIDAY OVERTIME	\$38,483	\$66,374	\$76,075	\$54,412	\$75,493	\$63,049	\$63,049
5006	4850 TIME - WORKERS COMP	\$2,959	\$0	\$8,000	(\$2,576)	\$0	\$0	\$0
5012	PART TIME EMPLOYEES	\$424,785	\$563,105	\$637,258	\$510,754	\$646,831	\$644,831	\$644,831
5021	RETIREMENT & SOCIAL SECURITY	\$1,698,676	\$2,210,269	\$2,042,011	\$1,815,013	\$2,507,426	\$2,267,251	\$2,267,251
5022	PERS RETIREMENT	\$3,438,120	\$4,313,349	\$4,245,944	\$3,831,748	\$4,517,193	\$4,497,648	\$4,497,648
5023	RETIREMENT SAFETY-SIDE FUND	\$398,072	\$409,950	\$409,950	\$307,462	\$0	\$0	\$0
5024	RETIREMENT-UNFUNDED LIAB	\$5,066,450	\$5,337,891	\$5,337,891	\$5,337,891	\$5,881,652	\$5,881,652	\$5,881,652
5025	RETIREE HEALTH BENEFITS	\$3,814,736	\$4,855,959	\$4,795,959	\$4,248,459	\$5,085,318	\$5,085,318	\$5,085,318
5031	MEDICAL INSURANCE	\$3,879,975	\$5,526,798	\$5,294,167	\$4,426,930	\$6,516,250	\$6,457,105	\$6,457,105
5032	DISABILITY INSURANCE	\$227,924	\$279,495	\$277,911	\$237,355	\$372,178	\$370,045	\$370,045
5033	SHERIFF DEPUTIES DISABILITY	\$13,145	\$14,072	\$15,795	\$11,936	\$14,760	\$14,575	\$14,575
5034	EDUCATION REIMBURSEMENT	\$6,660	\$25,000	\$25,000	\$21,303	\$27,700	\$25,000	\$25,000
5043	OTHER BENEFITS	\$593,811	\$459,749	\$719,705	\$667,861	\$411,148	\$411,148	\$411,148
5111	CLOTHING	\$79,411	\$123,105	\$114,891	\$104,130	\$122,559	\$120,963	\$120,963
	SALARIES & BENEFITS	\$45,462,667	\$54,765,097	\$54,097,560	\$49,115,748	\$59,594,537	\$58,773,629	\$58,773,629
5112	PERSONAL & SAFETY EQUIPMENT	\$166,029	\$212,693	\$173,285	\$139,520	\$257,327	\$229,054	\$229,054
5114	INMATE CLOTHING	\$8,438	\$10,000	\$17,000	\$22,184	\$20,000	\$20,000	\$20,000
5122	CELL PHONES	\$107,661	\$121,298	\$120,786	\$121,194	\$129,905	\$117,835	\$117,835
5131	FOOD & HOUSEHOLD SUPPLIES	\$399,380	\$453,750	\$454,070	\$376,736	\$490,050	\$450,619	\$450,619
5132	JAIL-HOUSEHOLD	\$101,055	\$114,000	\$110,000	\$95,745	\$108,000	\$108,000	\$108,000
5154	UNEMPLOYMENT INSURANCE	\$44,662	\$49,500	\$78,167	\$58,506	\$49,500	\$49,500	\$49,500
5156	INSURANCE CLAIMS	\$0	\$25,000	\$25,000	\$0	\$25,000	\$25,000	\$25,000
5157	MEDICAL MALPRACTICE INSURANCE	\$155,283	\$196,207	\$196,207	\$196,207	\$214,913	\$214,913	\$214,913
5158	INSURANCE PREMIUM	\$190,000	\$236,029	\$236,029	\$235,000	\$343,100	\$343,100	\$343,100
5161	JURY EXPENSE	\$15,430	\$18,110	\$17,110	\$18,102	\$20,000	\$20,000	\$20,000
5162	WITNESS EXPENSE	\$0	\$500	\$500	\$196	\$500	\$500	\$500
5171	MAINTENANCE OF EQUIPMENT	\$74,168	\$84,200	\$144,846	\$93,641	\$72,700	\$63,500	\$63,500
5173	MAINTENANCE OF EQUIPMENT-MATER	\$10,233	\$6,200	\$13,654	\$6,340	\$7,900	\$7,900	\$7,900
5175	MAINTENANCE - FUEL & LUBRICANT	\$5,482	\$1,850	\$700	\$61	\$1,350	\$1,350	\$1,350
5177	MAINTENANCE OF COMPUTER SYSTEM	\$184,921	\$256,750	\$266,030	\$289,381	\$409,055	\$370,000	\$370,000

COUNTY OF INYO

BUD002F - BUDGET REQUESTS

RUNDATE: 06/30/2024 TODAY'S DATE: 09/17/2024
 FOR FISCAL YEARS: 07/01/2022 - 06/30/2025

		YTD ACTUALS 06/30/2023	BOARD APPROVED 06/30/2024	WORKING BUDGET 06/30/2024	YTD ACTUALS 06/30/2024	DEPT REQUESTED 06/30/2025	CAO RECOMM 06/30/2025	BOARD APPROVED 06/30/2025
5593	EASTERN SIERRA BASS FISHING	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500	\$7,500
	OTHER CHARGES	\$4,751,238	\$5,599,444	\$6,481,444	\$4,613,637	\$6,039,717	\$5,979,717	\$5,979,717
5561	PRINCIPAL ON NOTES PAYABLE	\$354,250	\$71,025	\$71,025	\$70,309	\$71,025	\$71,025	\$71,025
	DEBT SERVICE PRINCIPAL	\$354,250	\$71,025	\$71,025	\$70,309	\$71,025	\$71,025	\$71,025
5553	INTEREST ON NOTES	\$26,529	\$3,076	\$3,076	\$3,790	\$3,076	\$3,076	\$3,076
	DEBT SERVICE INTEREST	\$26,529	\$3,076	\$3,076	\$3,790	\$3,076	\$3,076	\$3,076
5600	LAND	\$164,230	\$0	\$0	\$0	\$0	\$0	\$0
5620	INFRASTRUCTURE	\$0	\$283,250	\$0	\$0	\$20,200	\$56,000	\$56,000
5640	STRUCTURES & IMPROVEMENTS	\$0	\$28,000	\$28,000	\$0	\$80,500	\$30,500	\$30,500
5650	EQUIPMENT	\$266,652	\$648,600	\$692,885	\$159,040	\$924,717	\$874,717	\$874,717
5655	VEHICLES	\$215,454	\$150,000	\$14,426	\$0	\$230,000	\$150,000	\$150,000
5700	CONSTRUCTION IN PROGRESS	\$114,923	\$973,867	\$1,150,267	\$30,710	\$352,856	\$392,856	\$392,856
	FIXED ASSETS	\$761,260	\$2,083,717	\$1,885,578	\$189,750	\$1,608,273	\$1,504,073	\$1,504,073
5801	OPERATING TRANSFER OUT	\$3,829,710	\$2,913,949	\$4,046,600	\$3,357,533	\$1,914,344	\$2,609,223	\$3,082,856
	OTHER FINANCING USES	\$3,829,710	\$2,913,949	\$4,046,600	\$3,357,533	\$1,914,344	\$2,609,223	\$3,082,856
5901	CONTINGENCIES	\$0	\$1,050,003	\$175,000	\$0	\$640,000	\$640,000	\$1,140,000
	RESERVES	\$0	\$1,050,003	\$175,000	\$0	\$640,000	\$640,000	\$1,140,000
	TOTAL EXPENSES:	\$70,174,612	\$88,971,353	\$91,547,049	\$76,232,248	\$93,966,479	\$93,368,170	\$94,341,803
FUND: 0001 GENERAL FUND		(\$385,134)	(\$5,230,003)	(\$7,242,424)	\$1,738,293	(\$9,324,937)	(\$4,200,000)	(\$5,173,633)

COUNTY OF INYO

BUD002F - BUDGET REQUESTS

RUNDATE: 06/30/2024 TODAY'S DATE: 09/17/2024

FOR FISCAL YEARS: 07/01/2022 - 06/30/2025

	YTD ACTUALS 06/30/2023	BOARD APPROVED 06/30/2024	WORKING BUDGET 06/30/2024	YTD ACTUALS 06/30/2024	DEPT REQUESTED 06/30/2025	CAO RECOMM 06/30/2025	BOARD APPROVED 06/30/2025
COUNTY TOTALS FOR REVENUES:	\$69,789,477	\$83,741,350	\$84,304,625	\$77,970,541	\$84,641,542	\$89,168,170	\$89,168,170
EXPENSES:	(\$70,174,612)	(\$88,971,353)	(\$91,547,049)	(\$76,232,248)	(\$93,966,479)	(\$93,368,170)	(\$94,341,803)
REPORT NET	(\$385,134)	(\$5,230,003)	(\$7,242,424)	\$1,738,293	(\$9,324,937)	(\$4,200,000)	(\$5,173,633)

**ATTACHMENT B
COUNTY OF INYO**

BUD002FS - BUDGET REQUESTS

RUNDATE: 06/30/2024 TODAY'S DATE: 09/17/2024
FOR FISCAL YEARS: 07/01/2022 - 06/30/2025

	YTD ACTUALS 06/30/2023	BOARD APPROVED 06/30/2024	WORKING BUDGET 06/30/2024	YTD ACTUALS 06/30/2024	DEPT REQUESTED 06/30/2025	CAO RECOMM 06/30/2025	BOARD APPROVED 06/30/2025
REVENUES:							
4061 - LOCAL TRANSPORTATION TAX	\$174,838	\$130,829	\$130,829	\$143,239	\$146,581	\$146,581	\$146,581
4085 - TRANSACTION & USE TAX	\$1,890,325	\$1,600,000	\$1,600,000	\$2,105,785	\$1,800,000	\$1,800,000	\$1,800,000
TAXES - SALES	\$2,065,164	\$1,730,829	\$1,730,829	\$2,249,024	\$1,946,581	\$1,946,581	\$1,946,581
4141 - ROAD PRIVILEGES & PERMITS	\$36,980	\$35,000	\$20,000	\$17,925	\$20,000	\$20,000	\$20,000
4185 - COMMERCIAL TRASH COLLECT PRMT	\$549,817	\$500,000	\$500,000	\$563,819	\$540,000	\$540,000	\$540,000
LICENSES & PERMITS	\$586,798	\$535,000	\$520,000	\$581,744	\$560,000	\$560,000	\$560,000
4213 - FISH & GAME FINES	\$5,366	\$5,000	\$5,000	\$3,558	\$5,000	\$5,000	\$5,000
FINES & FORFEITURES	\$5,366	\$5,000	\$5,000	\$3,558	\$5,000	\$5,000	\$5,000
4320 - TECOPA COMMUNITY CENTER	\$965	\$100	\$369	\$369	\$350	\$350	\$350
4331 - AUTO PARKING	\$2,700	\$2,700	\$2,700	\$3,804	\$3,600	\$3,600	\$3,600
4333 - HANGER RENT	\$32,825	\$34,140	\$30,838	\$32,576	\$34,000	\$34,000	\$34,000
4334 - TIE DOWN FEES	\$1,808	\$1,200	\$2,000	\$1,977	\$1,500	\$1,500	\$1,500
RENTS & LEASES	\$38,298	\$38,140	\$35,907	\$38,726	\$39,450	\$39,450	\$39,450
4301 - INTEREST FROM TREASURY	\$283,692	\$149,374	\$234,129	\$605,716	\$340,040	\$340,040	\$340,040
4311 - RENTS	\$26,430	\$19,615	\$19,615	\$19,615	\$20,515	\$20,515	\$20,515
4316 - STATHAM HALL RENT	\$230	\$300	\$1,965	\$2,550	\$300	\$300	\$300
4317 - BIG PINE LEGION HALL RENT	\$755	\$600	\$1,290	\$1,350	\$500	\$500	\$500
4322 - BISHOP SENIOR CENTER RENT	\$100	\$100	\$100	\$65	\$100	\$100	\$100
REV USE OF MONEY & PROPERTY	\$311,207	\$169,989	\$257,099	\$629,296	\$361,455	\$361,455	\$361,455
4401 - STATE AID FOR AVIATION	\$40,000	\$40,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000
4420 - SOCIAL SERVICE REALIGNMENT	\$0	\$37,050	\$36,556	\$0	\$37,050	\$37,050	\$37,050
4460 - REALIGNMENT - 2011	\$701,541	\$3,344,957	\$3,344,957	\$771,101	\$5,052,607	\$5,052,607	\$5,052,607
4471 - STATE HIGHWAY USERS TAX	\$3,229,600	\$3,574,627	\$3,574,627	\$3,437,821	\$3,551,860	\$3,551,860	\$3,551,860
4474 - SB1 ROAD MAINT & RMRA	\$3,578,104	\$3,884,077	\$3,884,077	\$4,147,689	\$4,164,957	\$4,164,957	\$4,164,957
4478 - FAMILY SUPPORT REIM - STATE	\$411,956	\$473,406	\$484,716	\$414,896	\$471,070	\$471,070	\$471,070
4479 - STATE SUBVENTIONS	\$288,159	\$230,000	\$230,000	\$190,045	\$230,000	\$230,000	\$230,000
4484 - REGIONAL SURFACE TRANS FUNDS	\$99,098	\$779,907	\$779,907	\$920,581	\$914,027	\$914,027	\$914,027
4498 - STATE GRANTS	\$114,319	\$656,172	\$656,172	\$588,006	\$662,506	\$662,506	\$662,506
4499 - STATE OTHER	\$3,747,111	\$4,326,358	\$4,319,804	\$2,696,990	\$2,044,908	\$2,044,908	\$2,044,908
4521 - FEDERAL FOREST RESERVE	\$338,637	\$237,600	\$237,600	\$349,897	\$0	\$0	\$0
4531 - GRAZING FEES	\$1,973	\$0	\$0	\$0	\$0	\$0	\$0
4552 - FEDERAL OTHER	\$946,504	\$5,478,204	\$5,633,335	\$2,290,743	\$4,477,100	\$4,477,100	\$4,477,100

COUNTY OF INYO

BUD002FS - BUDGET REQUESTS

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	YTD ACTUALS 06/30/2023	BOARD APPROVED 06/30/2024	WORKING BUDGET 06/30/2024	YTD ACTUALS 06/30/2024	DEPT REQUESTED 06/30/2025	CAO RECOMM 06/30/2025	BOARD APPROVED 06/30/2025
4554 - FAMILY SUPPORT ADMIN REIMBURSE	\$740,228	\$960,304	\$940,080	\$748,650	\$956,415	\$956,415	\$956,415
4555 - FEDERAL GRANTS	\$261,624	\$46,425	\$46,425	\$5,003	\$363,939	\$363,939	\$363,939
4563 - CONTRIBUTION FROM DWP	\$1,789,243	\$2,666,701	\$1,893,941	\$1,933,815	\$1,977,230	\$1,977,230	\$1,977,230
4599 - OTHER AGENCIES	\$82,030	\$45,000	\$58,000	\$38,692	\$60,410	\$60,410	\$60,410
AID FROM OTHER GOVT AGENCIES	\$16,370,132	\$26,780,788	\$26,150,197	\$18,563,932	\$24,994,079	\$24,994,079	\$24,994,079
4727 - ABATEMENT FEES	\$429,190	\$435,889	\$435,889	\$433,965	\$430,000	\$430,000	\$430,000
4728 - SOLID WASTE FEES	\$1,165,821	\$1,200,000	\$1,200,000	\$1,262,740	\$1,200,000	\$1,200,000	\$1,200,000
4735 - SW FEES - BISHOP - SUNLAND	\$256,487	\$240,000	\$240,000	\$290,419	\$280,000	\$280,000	\$280,000
4736 - SW FEES - BIG PINE TRANSFER	\$9,514	\$10,000	\$10,000	\$9,442	\$10,000	\$10,000	\$10,000
4737 - SW FEES - INDEPENDENCE	\$11,471	\$11,000	\$11,000	\$15,099	\$14,000	\$14,000	\$14,000
4738 - SW FEES - LONE PINE	\$46,857	\$42,000	\$42,000	\$50,234	\$48,000	\$48,000	\$48,000
4742 - PATIENT PAYMENTS	\$0	\$3,500	\$3,500	\$3,555	\$3,500	\$3,500	\$3,500
4743 - D.U.I. TRUST	\$35,234	\$100,000	\$100,000	\$112,017	\$120,000	\$120,000	\$120,000
4747 - INSURANCE PAYMENTS	\$257,186	\$150,000	\$150,000	\$13,501	\$30,000	\$30,000	\$30,000
4751 - SEPTAGE POND FEES	\$57,135	\$52,000	\$52,000	\$49,400	\$52,000	\$52,000	\$52,000
4815 - PROJECT REIMBURSABLES	\$61,914	\$77,238	\$8,000	\$35,177	\$73,165	\$73,165	\$73,165
4818 - MOTOR POOL CHARGES	\$2,006,208	\$1,920,000	\$1,972,500	\$2,104,584	\$2,217,000	\$2,217,000	\$2,217,000
4819 - SERVICES & FEES	\$106,795	\$110,120	\$110,000	\$113,059	\$150,000	\$150,000	\$150,000
4821 - INTRA COUNTY CHARGES	\$199,839	\$280,666	\$230,631	\$119,480	\$267,485	\$267,485	\$267,485
4822 - INTRA COUNTY INSURANCE ADMIN	\$3,002,847	\$4,387,437	\$4,387,437	\$4,387,445	\$4,955,556	\$4,955,556	\$4,955,556
4823 - TECH REFRESH REVENUE	\$522,603	\$600,000	\$539,152	\$539,152	\$577,000	\$577,000	\$577,000
4824 - INTER GOVERNMENT CHARGES	\$8,432	\$3,000	\$1,500	\$1,375	\$2,000	\$2,000	\$2,000
4825 - OTHER CURRENT CHARGES	\$134,716	\$230,000	\$230,000	\$127,308	\$230,000	\$230,000	\$230,000
4828 - INTERNAL SHREDDING REVENUE	\$24,657	\$24,657	\$24,657	\$22,992	\$22,992	\$22,992	\$22,992
4931 - SALES OF AVIATION GAS	\$42,964	\$48,000	\$67,812	\$67,654	\$60,000	\$60,000	\$60,000
4932 - SALES OF JET A FUEL	\$5,956	\$7,200	\$23,000	\$25,196	\$20,000	\$20,000	\$20,000
CHARGES FOR CURRENT SERVICES	\$8,385,833	\$9,932,707	\$9,839,078	\$9,783,801	\$10,762,698	\$10,762,698	\$10,762,698
4798 - CAPITAL REPLACEMENT	\$10,000	\$0	\$0	\$0	\$0	\$0	\$0
4998 - OPERATING TRANSFERS IN	\$4,985,238	\$5,081,050	\$5,584,467	\$4,309,229	\$1,854,779	\$5,258,877	\$5,658,877
OTHER FINANCING SOURCES	\$4,995,238	\$5,081,050	\$5,584,467	\$4,309,229	\$1,854,779	\$5,258,877	\$5,658,877
4901 - PRIOR YEARS REVENUE	\$0	\$0	\$8,120	\$8,119	\$0	\$0	\$0
4911 - SALES OF FIXED ASSETS	\$235,312	\$160,000	\$134,284	\$85,128	\$180,000	\$180,000	\$180,000
4922 - SALES OF COPIES	\$0	\$100	\$100	\$0	\$100	\$100	\$100
4959 - MISCELLANEOUS REVENUE	\$51,637	\$30,000	\$5,000	\$27,919	\$30,000	\$30,000	\$30,000

COUNTY OF INYO

BUD002FS - BUDGET REQUESTS

RUNDATE: 06/30/2024 TODAY'S DATE: 09/17/2024
 FOR FISCAL YEARS: 07/01/2022 - 06/30/2025

	YTD ACTUALS 06/30/2023	BOARD APPROVED 06/30/2024	WORKING BUDGET 06/30/2024	YTD ACTUALS 06/30/2024	DEPT REQUESTED 06/30/2025	CAO RECOMM 06/30/2025	BOARD APPROVED 06/30/2025
4961 - REIMBURSED EXPENSES	\$91,885	\$0	\$0	\$1,352	\$0	\$0	\$0
4997 - CASH OVER OR SHORT	\$0	\$0	\$0	\$188	\$0	\$0	\$0
4999 - PRIOR YEARS REIMBURSEMENTS	\$27	\$0	\$15,987	\$27,994	\$0	\$0	\$0
OTHER REVENUE	\$378,862	\$190,100	\$163,491	\$150,702	\$210,100	\$210,100	\$210,100
TOTAL REVENUES:	\$33,136,902	\$44,463,603	\$44,286,068	\$36,310,015	\$40,734,142	\$44,138,240	\$44,538,240
EXPENSES:							
5001 - SALARIED EMPLOYEES	\$5,496,965	\$6,515,295	\$6,404,007	\$5,556,055	\$6,919,652	\$6,914,187	\$6,914,187
5003 - OVERTIME	\$203,684	\$232,649	\$230,149	\$103,415	\$128,282	\$128,282	\$128,282
5004 - STANDBY TIME	\$18,646	\$40,300	\$40,300	\$14,628	\$20,000	\$20,000	\$20,000
5005 - HOLIDAY OVERTIME	\$21,892	\$26,000	\$29,083	\$25,241	\$29,236	\$29,236	\$29,236
5012 - PART TIME EMPLOYEES	\$603,151	\$860,928	\$847,318	\$612,329	\$923,122	\$923,122	\$923,122
5021 - RETIREMENT & SOCIAL SECURITY	\$480,569	\$570,381	\$564,561	\$476,602	\$610,127	\$609,705	\$609,705
5022 - PERS RETIREMENT	\$781,285	\$835,227	\$830,911	\$712,577	\$858,121	\$857,594	\$857,594
5024 - RETIREMENT-UNFUNDED LIAB	\$1,106,806	\$1,167,636	\$1,167,636	\$1,167,636	\$1,262,634	\$1,262,634	\$1,262,634
5025 - RETIREE HEALTH BENEFITS	\$671,995	\$874,642	\$874,642	\$639,868	\$924,120	\$924,120	\$924,120
5031 - MEDICAL INSURANCE	\$1,058,964	\$1,484,639	\$1,465,393	\$1,129,459	\$1,728,434	\$1,727,000	\$1,727,000
5032 - DISABILITY INSURANCE	\$55,943	\$66,382	\$65,976	\$54,345	\$86,945	\$86,883	\$86,883
5043 - OTHER BENEFITS	\$163,704	\$96,145	\$118,714	\$110,016	\$95,488	\$95,488	\$95,488
5045 - COMPENSATED ABSENCE EXPENSE	(\$6,399)	\$0	\$0	\$4,958	\$0	\$0	\$0
SALARIES & BENEFITS	\$10,500,131	\$12,770,224	\$12,638,690	\$10,607,135	\$13,586,161	\$13,578,251	\$13,578,251
5112 - PERSONAL & SAFETY EQUIPMENT	\$16,056	\$19,570	\$19,705	\$15,264	\$20,670	\$20,670	\$20,670
5122 - CELL PHONES	\$31,369	\$29,183	\$36,861	\$28,353	\$28,215	\$27,388	\$27,388
5131 - FOOD & HOUSEHOLD SUPPLIES	\$237,473	\$279,000	\$281,271	\$262,055	\$316,000	\$290,000	\$290,000
5153 - FIRE & CASUALTY INSURANCE	\$7,837	\$7,700	\$8,051	\$7,837	\$4,100	\$4,100	\$4,100
5154 - UNEMPLOYMENT INSURANCE	\$7,421	\$13,000	\$26,034	\$31,969	\$14,000	\$14,000	\$14,000
5156 - INSURANCE CLAIMS	\$157,397	\$297,804	\$297,804	\$20,715	\$425,000	\$425,000	\$425,000
5158 - INSURANCE PREMIUM	\$2,138,399	\$2,890,965	\$2,948,863	\$2,948,863	\$3,707,400	\$3,707,400	\$3,707,400
5171 - MAINTENANCE OF EQUIPMENT	\$234,228	\$352,600	\$405,285	\$356,449	\$396,550	\$396,550	\$396,550
5173 - MAINTENANCE OF EQUIPMENT-MATER	\$337,238	\$280,711	\$342,311	\$293,473	\$296,050	\$296,050	\$296,050
5175 - MAINTENANCE - FUEL & LUBRICANT	\$697,142	\$743,000	\$692,300	\$597,886	\$655,000	\$655,000	\$655,000
5177 - MAINTENANCE OF COMPUTER SYSTEM	\$169,463	\$490,000	\$426,185	\$360,973	\$890,125	\$587,625	\$587,625
5178 - MOTOR POOL FUEL	\$724,620	\$666,000	\$656,000	\$661,439	\$680,000	\$680,000	\$680,000
5182 - MAINTENANCE OF GROUNDS	\$1,043	\$5,000	\$2,632	\$702	\$7,000	\$7,000	\$7,000
5191 - MAINTENANCE OF STRUCTURES	\$212,006	\$736,192	\$1,229,143	\$358,024	\$818,692	\$818,692	\$818,692

COUNTY OF INYO

BUD002FS - BUDGET REQUESTS

RUNDATE: 06/30/2024 TODAY'S DATE: 09/17/2024
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	YTD ACTUALS 06/30/2023	BOARD APPROVED 06/30/2024	WORKING BUDGET 06/30/2024	YTD ACTUALS 06/30/2024	DEPT REQUESTED 06/30/2025	CAO RECOMM 06/30/2025	BOARD APPROVED 06/30/2025
5199 - MAINT OF STRUCTURES-MATERIALS	\$35,182	\$277,802	\$656,335	\$38,220	\$202,954	\$182,954	\$182,954
5211 - MEMBERSHIPS	\$21,082	\$25,481	\$21,770	\$20,832	\$24,944	\$24,944	\$24,944
5232 - OFFICE & OTHER EQUIP < \$5,000	\$240,294	\$272,700	\$273,271	\$181,437	\$339,900	\$330,650	\$330,650
5260 - HEALTH - EMPLOYEE PHYSICALS	\$4,590	\$5,750	\$9,750	\$4,761	\$6,900	\$6,400	\$6,400
5263 - ADVERTISING	\$34,703	\$30,980	\$27,500	\$4,155	\$28,945	\$24,445	\$24,445
5265 - PROFESSIONAL & SPECIAL SERVICE	\$2,098,196	\$4,290,638	\$3,399,106	\$2,116,469	\$3,467,900	\$3,468,080	\$3,468,080
5281 - RENTS & LEASES-EQUIPMENT	\$264,212	\$741,478	\$867,607	\$843,463	\$916,475	\$916,475	\$916,475
5291 - OFFICE, SPACE & SITE RENTAL	\$181,709	\$232,991	\$232,499	\$204,398	\$222,189	\$222,189	\$222,189
5301 - SMALL TOOLS & INSTRUMENTS	\$16,900	\$20,100	\$30,100	\$18,914	\$20,725	\$20,725	\$20,725
5309 - ROAD MATERIALS	\$244,791	\$437,500	\$195,049	\$153,382	\$642,500	\$642,500	\$642,500
5310 - ROAD SIGNS & PAINT	\$2,173	\$50,000	\$71,405	\$65,659	\$60,000	\$60,000	\$60,000
5311 - GENERAL OPERATING EXPENSE	\$501,284	\$669,267	\$658,737	\$449,464	\$654,437	\$654,437	\$654,437
5322 - NON OPERATING	\$124,644	\$150,000	\$371,958	\$371,958	\$400,689	\$400,689	\$400,689
5326 - LATE FEES & FINANCE CHARGES	\$296	\$0	\$319	\$1,205	\$0	\$0	\$0
5331 - TRAVEL EXPENSE	\$65,420	\$133,730	\$161,737	\$106,551	\$166,595	\$166,595	\$166,595
5351 - UTILITIES	\$144,915	\$168,339	\$166,281	\$119,339	\$167,330	\$167,330	\$167,330
5361 - FUEL, OIL & WATER FOR RESALE	\$41,399	\$51,000	\$79,500	\$77,665	\$65,500	\$65,500	\$65,500
5499 - PRIOR YEAR REFUNDS	\$0	\$0	\$55	\$54	\$74,109	\$74,109	\$74,109
SERVICES & SUPPLIES	\$8,993,494	\$14,368,481	\$14,595,424	\$10,721,940	\$15,720,894	\$15,357,497	\$15,357,497
5121 - INTERNAL CHARGES	\$698,638	\$2,961,261	\$3,021,779	\$764,460	\$4,656,449	\$4,656,449	\$4,656,449
5123 - TECH REFRESH EXPENSE	\$82,738	\$90,583	\$90,583	\$90,583	\$102,819	\$102,819	\$102,819
5124 - EXTERNAL CHARGES	\$590,283	\$768,819	\$665,809	\$462,102	\$795,740	\$795,740	\$795,740
5127 - MOBILE DEVICE MANAGEMENT-INTER	\$608	\$0	\$0	\$0	\$0	\$0	\$0
5128 - INTERNAL SHREDDING CHARGES	\$3,331	\$3,089	\$3,089	\$5,917	\$3,089	\$3,089	\$3,089
5129 - INTERNAL COPY CHARGES (NON-IS)	\$19,355	\$24,600	\$29,155	\$21,714	\$33,450	\$33,450	\$33,450
5152 - WORKERS COMPENSATION	\$153,298	\$241,188	\$241,188	\$241,188	\$253,504	\$253,504	\$253,504
5155 - PUBLIC LIABILITY INSURANCE	\$182,131	\$326,180	\$326,180	\$328,228	\$315,448	\$315,448	\$315,448
5315 - COUNTY COST PLAN	\$1,021,138	\$1,239,974	\$1,239,974	\$1,239,974	\$1,185,444	\$1,185,444	\$1,185,444
5333 - MOTOR POOL	\$229,588	\$232,257	\$220,410	\$210,743	\$248,340	\$248,340	\$248,340
INTERNAL CHARGES	\$2,981,111	\$5,887,951	\$5,838,167	\$3,364,911	\$7,594,283	\$7,594,283	\$7,594,283
5501 - SUPPORT & CARE OF PERSONS	\$34	\$84,526	\$76,142	\$147	\$0	\$0	\$0
5539 - OTHER AGENCY CONTRIBUTIONS	\$534,109	\$625,116	\$854,604	\$574,976	\$643,895	\$643,895	\$643,895
OTHER CHARGES	\$534,143	\$709,642	\$930,746	\$575,124	\$643,895	\$643,895	\$643,895
5561 - PRINCIPAL ON NOTES PAYABLE	\$224,192	\$103,884	\$103,884	\$103,883	\$26,526	\$26,526	\$26,526

COUNTY OF INYO

BUD002FS - BUDGET REQUESTS

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	YTD ACTUALS 06/30/2023	BOARD APPROVED 06/30/2024	WORKING BUDGET 06/30/2024	YTD ACTUALS 06/30/2024	DEPT REQUESTED 06/30/2025	CAO RECOMM 06/30/2025	BOARD APPROVED 06/30/2025
DEBT SERVICE PRINCIPAL	\$224,192	\$103,884	\$103,884	\$103,883	\$26,526	\$26,526	\$26,526
5553 - INTEREST ON NOTES	\$69,574	\$3,119	\$3,119	\$3,118	\$226	\$226	\$226
DEBT SERVICE INTEREST	\$69,574	\$3,119	\$3,119	\$3,118	\$226	\$226	\$226
5600 - LAND	\$0	\$600,000	\$600,000	\$0	\$600,000	\$600,000	\$600,000
5620 - INFRASTRUCTURE	\$48,239	\$472,100	\$200,981	\$19,866	\$526,528	\$526,528	\$526,528
5630 - LAND IMPROVEMENTS	\$409,120	\$0	\$0	\$0	\$0	\$0	\$0
5640 - STRUCTURES & IMPROVEMENTS	\$668,261	\$1,709,830	\$1,164,920	\$561,726	\$608,677	\$608,677	\$608,677
5650 - EQUIPMENT	\$891,513	\$1,026,618	\$1,897,948	\$662,220	\$843,446	\$843,446	\$843,446
5655 - VEHICLES	\$70,474	\$769,500	\$1,720,212	\$614,021	\$900,000	\$900,000	\$900,000
5700 - CONSTRUCTION IN PROGRESS	\$1,126,422	\$2,663,749	\$2,618,749	\$1,834,623	\$3,758,235	\$3,908,235	\$3,908,235
5708 - LONE PINE SIDEWALK ATP	\$34,825	\$1,928,096	\$2,030,132	\$1,050,182	\$210,000	\$210,000	\$210,000
5709 - LONE PINE STREETS REHAB	\$106,793	\$20,000	\$436,981	\$85,883	\$25,000	\$25,000	\$25,000
5715 - ONION VALLEY GUARDRAIL PROJECT	\$83,728	\$832,000	\$1,108,879	\$1,108,803	\$0	\$0	\$0
5717 - NORTH ROUND VALLEY ROAD	\$2,147,930	\$32,000	\$76,516	\$73,228	\$0	\$0	\$0
5735 - CARROLL CREEK	\$7,874	\$15,000	\$155,754	\$6,200	\$15,000	\$15,000	\$15,000
5736 - WALKER CREEK	\$55,031	\$3,278,000	\$3,300,000	\$28,593	\$2,825,000	\$2,825,000	\$2,825,000
5744 - STATE LINE ROAD	\$160,000	\$0	\$0	\$0	\$0	\$0	\$0
FIXED ASSETS	\$5,810,215	\$13,346,893	\$15,311,072	\$6,045,350	\$10,311,886	\$10,461,886	\$10,461,886
5799 - DEPRECIATION	\$937,345	\$0	\$0	\$0	\$0	\$0	\$0
DEPRECIATION	\$937,345	\$0	\$0	\$0	\$0	\$0	\$0
5801 - OPERATING TRANSFER OUT	\$736,514	\$2,765,759	\$3,486,945	\$2,287,132	\$1,491,131	\$2,962,089	\$3,012,089
OTHER FINANCING USES	\$736,514	\$2,765,759	\$3,486,945	\$2,287,132	\$1,491,131	\$2,962,089	\$3,012,089
TOTAL EXPENSES:	\$30,786,722	\$49,955,953	\$52,908,047	\$33,708,597	\$49,375,002	\$50,624,653	\$50,674,653
NET	\$2,350,180	(\$5,492,350)	(\$8,621,979)	\$2,601,417	(\$8,640,860)	(\$6,486,413)	(\$6,136,413)

COUNTY OF INYO

BUD002FS - BUDGET REQUESTS

RUNDATE: 06/30/2024 TODAY'S DATE: 09/17/2024

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	YTD	BOARD	WORKING	YTD	DEPT	CAO	BOARD
	ACTUALS	APPROVED	BUDGET	ACTUALS	REQUESTED	RECOMM	APPROVED
	06/30/2023	06/30/2024	06/30/2024	06/30/2024	06/30/2025	06/30/2025	06/30/2025
CLOSED							
REVENUES:							
NET CLOSED	\$2,350,180	(\$5,492,350)	(\$8,621,979)	\$2,601,417	(\$8,640,860)	(\$6,486,413)	(\$6,136,413)

COUNTY OF INYO

BUD002FS - BUDGET REQUESTS

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	YTD ACTUALS 06/30/2023	BOARD APPROVED 06/30/2024	WORKING BUDGET 06/30/2024	YTD ACTUALS 06/30/2024	DEPT REQUESTED 06/30/2025	CAO RECOMM 06/30/2025	BOARD APPROVED 06/30/2025
INCLUDE							
REVENUES:							
4321 - CABLE TV LEASE	\$26,925	\$32,994	\$33,984	\$33,984	\$35,003	\$35,003	\$35,003
4331 - AUTO PARKING	\$62,860	\$61,400	\$61,400	\$66,141	\$62,900	\$62,900	\$62,900
4333 - HANGER RENT	\$102,768	\$108,790	\$106,260	\$103,456	\$109,452	\$109,452	\$109,452
4334 - TIE DOWN FEES	\$9,420	\$10,508	\$9,000	\$8,868	\$9,000	\$9,000	\$9,000
4336 - RENT-A-CAR LEASE	\$1,500	\$1,800	\$1,800	\$1,800	\$3,000	\$3,000	\$3,000
4338 - RAMP FEES	\$27,079	\$30,000	\$25,000	\$24,354	\$25,000	\$25,000	\$25,000
4340 - HANGAR ONE AERO	\$3,622	\$3,168	\$3,168	\$2,376	\$3,168	\$3,168	\$3,168
4342 - LANDING FEES	\$84,274	\$110,000	\$84,270	\$84,265	\$90,302	\$90,302	\$90,302
4381 - GEOTHERMAL ROYALTIES	\$164,258	\$0	\$0	\$110,528	\$0	\$0	\$0
RENTS & LEASES	\$482,707	\$358,660	\$324,882	\$435,772	\$337,825	\$337,825	\$337,825
4301 - INTEREST FROM TREASURY	\$110,668	\$7,000	\$8,981	\$367,854	\$8,000	\$8,000	\$8,000
4311 - RENTS	\$98,688	\$123,438	\$123,438	\$124,706	\$121,536	\$121,536	\$121,536
4312 - LEASES	\$9,713	\$0	\$0	\$0	\$0	\$0	\$0
REV USE OF MONEY & PROPERTY	\$219,070	\$130,438	\$132,419	\$492,561	\$129,536	\$129,536	\$129,536
4460 - REALIGNMENT - 2011	\$0	\$160,169	\$160,169	\$8,845	\$188,678	\$188,678	\$188,678
4498 - STATE GRANTS	\$243,039	\$1,603,098	\$2,081,853	\$889,161	\$2,711,692	\$2,711,692	\$2,711,692
4499 - STATE OTHER	\$261,991	\$620,757	\$2,075,420	\$1,259,988	\$1,903,510	\$1,903,510	\$1,903,510
4501 - FEDERAL PUBLIC ASSISTANCE ADMN	\$0	\$10,815	\$10,815	\$0	\$10,815	\$10,815	\$10,815
4541 - FEDERAL IN LIEU TAXES	\$2,269,814	\$0	\$0	\$2,411,949	\$0	\$0	\$0
4552 - FEDERAL OTHER	\$6,404,708	\$646,439	\$646,439	\$5,931,341	\$266,430	\$266,430	\$266,430
4555 - FEDERAL GRANTS	\$204,161	\$697,962	\$877,070	\$120,908	\$2,618,993	\$2,618,993	\$2,618,993
4562 - COUNTY CONTRIBUTION	\$0	\$0	\$0	\$0	\$200,000	\$0	\$0
4599 - OTHER AGENCIES	\$186,448	\$118,000	\$118,000	\$80,257	\$118,000	\$118,000	\$118,000
AID FROM OTHER GOVT AGENCIES	\$9,570,163	\$3,857,240	\$5,969,766	\$10,702,451	\$8,018,118	\$7,818,118	\$7,818,118
4703 - RECORDERS MICROGRAPHIC FEES	\$11,312	\$11,000	\$7,700	\$8,250	\$8,000	\$8,000	\$8,000
4704 - RECORDERS SYSTEM UPDATE FEES	\$8,753	\$8,000	\$6,600	\$7,286	\$7,500	\$7,500	\$7,500
4706 - RECORDERS PROGRAM FEE	\$818	\$0	\$1,500	\$1,798	\$2,000	\$2,000	\$2,000
4722 - FEDERAL MEDICARE MEDICAID	\$22,442	\$75,000	\$75,000	\$0	\$75,000	\$75,000	\$75,000
4747 - INSURANCE PAYMENTS	\$0	\$0	\$100,000	\$160,692	\$0	\$0	\$0
4801 - WATER SERVICE	\$833,887	\$788,864	\$788,864	\$850,305	\$753,459	\$753,459	\$753,459
4812 - NSF CHARGES	\$10	\$0	\$6	\$6	\$0	\$0	\$0
4819 - SERVICES & FEES	\$22,939	\$20,050	\$25,631	\$23,646	\$20,850	\$20,850	\$20,850

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BUD002FS - BUDGET REQUESTS

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	YTD ACTUALS 06/30/2023	BOARD APPROVED 06/30/2024	WORKING BUDGET 06/30/2024	YTD ACTUALS 06/30/2024	DEPT REQUESTED 06/30/2025	CAO RECOMM 06/30/2025	BOARD APPROVED 06/30/2025
4821 - INTRA COUNTY CHARGES	\$37,969	\$45,013	\$45,013	\$43,526	\$901,730	\$901,730	\$901,730
4824 - INTER GOVERNMENT CHARGES	\$36,229	\$43,379	\$43,379	\$43,030	\$213,116	\$233,116	\$233,116
4825 - OTHER CURRENT CHARGES	\$693,265	\$707,820	\$707,820	\$605,332	\$297,867	\$297,867	\$297,867
4931 - SALES OF AVIATION GAS	\$247,239	\$200,000	\$250,000	\$261,060	\$240,800	\$240,800	\$240,800
4932 - SALES OF JET A FUEL	\$1,279,834	\$1,200,000	\$975,000	\$804,320	\$924,000	\$924,000	\$924,000
4933 - SALES OF OIL	\$92	\$175	\$75	\$120	\$100	\$100	\$100
4937 - NON TAX-JET FUEL-MILITARY CHARGES FOR CURRENT SERVICES	\$392,415 \$3,587,209	\$400,000 \$3,499,301	\$625,000 \$3,651,588	\$496,096 \$3,305,474	\$479,050 \$3,923,472	\$479,050 \$3,943,472	\$479,050 \$3,943,472
4798 - CAPITAL REPLACEMENT	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0
4998 - OPERATING TRANSFERS IN OTHER FINANCING SOURCES	\$1,933,772 \$1,983,772	\$3,129,830 \$3,129,830	\$9,409,989 \$9,409,989	\$6,814,641 \$6,814,641	\$3,342,673 \$3,342,673	\$5,109,365 \$5,109,365	\$5,232,998 \$5,232,998
4911 - SALES OF FIXED ASSETS	\$4,060	\$0	\$0	\$43,794	\$100	\$100	\$100
4959 - MISCELLANEOUS REVENUE	\$43,156	\$0	\$30,657	\$35,124	\$32,465	\$32,465	\$32,465
4961 - REIMBURSED EXPENSES	\$0	\$0	\$0	\$6,128	\$0	\$0	\$0
4999 - PRIOR YEARS REIMBURSEMENTS OTHER REVENUE	\$116 \$47,334	\$0 \$0	\$0 \$30,657	\$0 \$85,047	\$0 \$32,565	\$0 \$32,565	\$0 \$32,565
TOTAL REVENUES:	\$15,890,258	\$10,975,469	\$19,519,301	\$21,835,949	\$15,784,189	\$17,370,881	\$17,494,514
EXPENSES:							
5001 - SALARIED EMPLOYEES	\$1,083,057	\$1,543,918	\$1,468,751	\$1,260,923	\$1,566,040	\$1,566,040	\$1,566,040
5003 - OVERTIME	\$13,486	\$33,000	\$18,000	\$14,676	\$33,000	\$33,000	\$33,000
5004 - STANDBY TIME	\$32,399	\$34,100	\$34,100	\$32,940	\$34,100	\$34,100	\$34,100
5005 - HOLIDAY OVERTIME	\$2,044	\$4,100	\$4,100	\$1,349	\$3,100	\$2,000	\$2,000
5012 - PART TIME EMPLOYEES	\$125,810	\$109,232	\$88,276	\$75,507	\$88,211	\$88,211	\$88,211
5021 - RETIREMENT & SOCIAL SECURITY	\$98,123	\$129,406	\$128,923	\$106,009	\$130,587	\$130,587	\$130,587
5022 - PERS RETIREMENT	\$106,364	\$180,338	\$179,721	\$153,821	\$189,712	\$189,712	\$189,712
5024 - RETIREMENT-UNFUNDED LIAB	\$162,912	\$178,921	\$178,921	\$178,921	\$197,771	\$197,771	\$197,771
5025 - RETIREE HEALTH BENEFITS	\$38,893	\$47,120	\$47,120	\$36,463	\$41,817	\$41,817	\$41,817
5031 - MEDICAL INSURANCE	\$151,934	\$315,257	\$310,498	\$213,348	\$291,332	\$291,332	\$291,332
5032 - DISABILITY INSURANCE	\$10,741	\$15,094	\$15,094	\$12,130	\$18,593	\$18,593	\$18,593
5043 - OTHER BENEFITS	\$42,072	\$25,341	\$34,026	\$34,371	\$33,720	\$33,720	\$33,720
5045 - COMPENSATED ABSENCE EXPENSE SALARIES & BENEFITS	\$30,882 \$1,494,281	\$0 \$2,615,827	\$0 \$2,507,530	(\$15,682) \$2,104,780	\$0 \$2,627,983	\$0 \$2,626,883	\$0 \$2,626,883
5112 - PERSONAL & SAFETY EQUIPMENT	\$316	\$24,255	\$24,505	\$300	\$28,250	\$28,250	\$28,250

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5122 - CELL PHONES	\$6,561	\$7,122	\$7,490	\$5,501	\$8,348	\$8,348	\$8,348
5131 - FOOD & HOUSEHOLD SUPPLIES	(\$154)	\$0	\$0	\$92	\$0	\$0	\$0
5153 - FIRE & CASUALTY INSURANCE	\$0	\$0	\$0	\$0	\$4,000	\$4,000	\$4,000
5154 - UNEMPLOYMENT INSURANCE	\$0	\$2,500	\$2,500	\$21,332	\$5,000	\$5,000	\$5,000
5171 - MAINTENANCE OF EQUIPMENT	\$8,907	\$29,495	\$23,100	\$3,361	\$31,100	\$31,100	\$31,100
5173 - MAINTENANCE OF EQUIPMENT-MATER	\$36,017	\$22,400	\$527,700	\$14,653	\$520,350	\$520,350	\$520,350
5191 - MAINTENANCE OF STRUCTURES	\$0	\$0	\$0	\$0	\$2,000	\$2,000	\$2,000
5199 - MAINT OF STRUCTURES-MATERIALS	\$8,084	\$3,000	\$13,023	\$8,741	\$9,500	\$9,500	\$9,500
5232 - OFFICE & OTHER EQUIP < \$5,000	\$35,536	\$359,465	\$171,699	\$5,752	\$590,732	\$590,732	\$590,732
5260 - HEALTH - EMPLOYEE PHYSICALS	\$101	\$0	\$427	\$425	\$0	\$0	\$0
5263 - ADVERTISING	\$15,573	\$42,470	\$97,800	\$24,486	\$56,000	\$56,000	\$56,000
5264 - ANINMAL CARE SERVICES	\$0	\$0	\$0	\$0	\$2,500	\$2,500	\$2,500
5265 - PROFESSIONAL & SPECIAL SERVICE	\$523,561	\$3,917,596	\$4,655,343	\$1,309,338	\$4,192,864	\$4,192,864	\$4,242,864
5281 - RENTS & LEASES-EQUIPMENT	\$16,560	\$200	\$17,060	\$12,523	\$16,750	\$16,750	\$16,750
5291 - OFFICE, SPACE & SITE RENTAL	\$702,884	\$729,447	\$981,268	\$637,295	\$733,173	\$733,173	\$733,173
5301 - SMALL TOOLS & INSTRUMENTS	\$31	\$1,300	\$1,800	\$354	\$1,600	\$1,600	\$1,600
5311 - GENERAL OPERATING EXPENSE	\$107,459	\$259,936	\$257,155	\$162,950	\$312,625	\$312,625	\$312,625
5326 - LATE FEES & FINANCE CHARGES	\$97	\$0	\$20	\$19	\$0	\$0	\$0
5331 - TRAVEL EXPENSE	\$6,238	\$49,426	\$53,401	\$23,449	\$67,958	\$67,958	\$67,958
5351 - UTILITIES	\$54,791	\$65,595	\$67,650	\$54,058	\$53,550	\$53,550	\$53,550
5361 - FUEL, OIL & WATER FOR RESALE SERVICES & SUPPLIES	\$1,436,410 \$2,958,978	\$1,200,000 \$6,714,207	\$1,215,000 \$8,116,941	\$1,140,992 \$3,425,630	\$1,150,000 \$7,786,300	\$1,150,000 \$7,786,300	\$1,150,000 \$7,836,300
5121 - INTERNAL CHARGES	\$75,511	\$262,194	\$270,019	\$134,106	\$268,731	\$268,731	\$268,731
5123 - TECH REFRESH EXPENSE	\$20,911	\$17,093	\$17,093	\$17,093	\$18,285	\$18,285	\$18,285
5124 - EXTERNAL CHARGES	\$49,257	\$92,119	\$103,002	\$55,982	\$103,107	\$103,107	\$103,107
5127 - MOBILE DEVICE MANAGEMENT-INTER	\$143	\$0	\$0	\$0	\$0	\$0	\$0
5129 - INTERNAL COPY CHARGES (NON-IS)	\$5,724	\$8,700	\$12,100	\$5,063	\$9,825	\$9,825	\$9,825
5152 - WORKERS COMPENSATION	\$32,462	\$53,418	\$53,418	\$53,418	\$65,357	\$65,357	\$65,357
5155 - PUBLIC LIABILITY INSURANCE	\$47,833	\$62,217	\$62,217	\$62,217	\$68,399	\$68,399	\$68,399
5315 - COUNTY COST PLAN	\$191,660	\$276,476	\$276,476	\$276,476	\$312,596	\$312,596	\$312,596
5333 - MOTOR POOL INTERNAL CHARGES	\$33,486 \$456,989	\$86,975 \$859,192	\$99,200 \$893,525	\$64,568 \$668,925	\$100,922 \$947,222	\$100,922 \$947,222	\$100,922 \$947,222
5501 - SUPPORT & CARE OF PERSONS	\$2,023	\$2,500	\$2,500	\$2,543	\$190,000	\$190,000	\$190,000
5539 - OTHER AGENCY CONTRIBUTIONS	\$113,820	\$0	\$1,000,000	\$0	\$351,915	\$601,915	\$601,915
5543 - COMMERICAL AIR SUBSIDY	\$266,462	\$0	\$196,000	\$196,000	\$200,000	\$200,000	\$200,000

COUNTY OF INYO

BUD002FS - BUDGET REQUESTS

RUNDATE: 06/30/2024 TODAY'S DATE: 09/17/2024
 FOR FISCAL YEARS: 07/01/2022 - 06/30/2025

	YTD ACTUALS 06/30/2023	BOARD APPROVED 06/30/2024	WORKING BUDGET 06/30/2024	YTD ACTUALS 06/30/2024	DEPT REQUESTED 06/30/2025	CAO RECOMM 06/30/2025	BOARD APPROVED 06/30/2025
OTHER CHARGES	\$382,305	\$2,500	\$1,198,500	\$198,543	\$741,915	\$991,915	\$991,915
5561 - PRINCIPAL ON NOTES PAYABLE	\$247,000	\$285,559	\$2,741,559	\$2,604,558	\$0	\$0	\$0
DEBT SERVICE PRINCIPAL	\$247,000	\$285,559	\$2,741,559	\$2,604,558	\$0	\$0	\$0
5553 - INTEREST ON NOTES	\$151,845	\$137,165	\$181,165	\$119,745	\$0	\$0	\$0
DEBT SERVICE INTEREST	\$151,845	\$137,165	\$181,165	\$119,745	\$0	\$0	\$0
5640 - STRUCTURES & IMPROVEMENTS	\$0	\$0	\$67,629	\$44,464	\$9,915	\$9,915	\$9,915
5650 - EQUIPMENT	\$39,705	\$694,917	\$643,292	\$81,681	\$553,300	\$553,300	\$553,300
5655 - VEHICLES	\$76,032	\$0	\$0	\$0	\$0	\$0	\$0
5700 - CONSTRUCTION IN PROGRESS	\$44,328	\$251,449	\$4,190,805	\$1,519,485	\$3,870,426	\$3,870,426	\$3,870,426
FIXED ASSETS	\$160,065	\$946,366	\$4,901,726	\$1,645,631	\$4,433,641	\$4,433,641	\$4,433,641
5799 - DEPRECIATION	\$1,847,168	\$0	\$0	\$0	\$0	\$0	\$0
DEPRECIATION	\$1,847,168	\$0	\$0	\$0	\$0	\$0	\$0
5801 - OPERATING TRANSFER OUT	\$3,137,107	\$4,118,742	\$9,528,686	\$7,179,110	\$1,016,679	\$6,520,165	\$6,520,165
OTHER FINANCING USES	\$3,137,107	\$4,118,742	\$9,528,686	\$7,179,110	\$1,016,679	\$6,520,165	\$6,520,165
5901 - CONTINGENCIES	\$0	\$350,000	\$154,000	\$0	\$0	\$0	\$0
RESERVES	\$0	\$350,000	\$154,000	\$0	\$0	\$0	\$0
TOTAL EXPENSES:	\$10,835,741	\$16,029,558	\$30,223,632	\$17,946,925	\$17,553,740	\$23,306,126	\$23,356,126
NET INCLUDE	\$7,404,697	(\$10,546,439)	(\$19,326,310)	\$6,490,441	(\$10,410,411)	(\$12,421,658)	(\$11,998,025)

COUNTY OF INYO

BUD002FS - BUDGET REQUESTS

RUNDATE: 06/30/2024 TODAY'S DATE: 09/17/2024
 FOR FISCAL YEARS: 07/01/2022 - 06/30/2025

	YTD ACTUALS 06/30/2023	BOARD APPROVED 06/30/2024	WORKING BUDGET 06/30/2024	YTD ACTUALS 06/30/2024	DEPT REQUESTED 06/30/2025	CAO RECOMM 06/30/2025	BOARD APPROVED 06/30/2025
NOCOPY							
REVENUES:							
4411 - STATE MOTOR VEHICLE IN LIEU TX	\$0	\$68,097	\$68,097	\$0	\$0	\$0	\$0
4430 - HEALTH REALIGNMENT	\$8,514	\$0	\$0	\$46,842	\$113,683	\$113,683	\$113,683
4460 - REALIGNMENT - 2011	\$0	\$0	\$0	\$0	\$98,501	\$98,501	\$98,501
4498 - STATE GRANTS	\$391,477	\$974,000	\$1,056,801	\$562,021	\$931,725	\$931,725	\$931,725
4499 - STATE OTHER	\$0	\$143,113	\$143,113	\$57,964	\$0	\$0	\$0
4555 - FEDERAL GRANTS	\$228,487	\$487,600	\$466,141	\$405,657	\$508,009	\$508,009	\$508,009
AID FROM OTHER GOVT AGENCIES	\$628,479	\$1,672,810	\$1,734,152	\$1,072,486	\$1,651,918	\$1,651,918	\$1,651,918
4991 - PROCEEDS FROM LEASE CONTRA	\$122,733	\$0	\$0	\$0	\$0	\$0	\$0
4998 - OPERATING TRANSFERS IN	\$0	\$59,986	\$51,315	\$7,485	\$36,196	\$0	\$0
OTHER FINANCING SOURCES	\$122,733	\$59,986	\$51,315	\$7,485	\$36,196	\$0	\$0
4999 - PRIOR YEARS REIMBURSEMENTS	\$521	\$0	\$0	\$0	\$0	\$0	\$0
OTHER REVENUE	\$521	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL REVENUES:	\$751,734	\$1,732,796	\$1,785,467	\$1,079,971	\$1,688,114	\$1,651,918	\$1,651,918
EXPENSES:							
5001 - SALARIED EMPLOYEES	\$217,816	\$532,310	\$505,168	\$428,531	\$577,191	\$577,191	\$577,191
5004 - STANDBY TIME	\$390	\$0	\$0	\$0	\$0	\$0	\$0
5012 - PART TIME EMPLOYEES	\$0	\$0	\$10,000	\$7,419	\$12,692	\$12,692	\$12,692
5021 - RETIREMENT & SOCIAL SECURITY	\$16,138	\$41,438	\$40,431	\$32,880	\$46,276	\$46,276	\$46,276
5022 - PERS RETIREMENT	\$24,886	\$61,848	\$59,762	\$46,370	\$63,511	\$63,511	\$63,511
5024 - RETIREMENT-UNFUNDED LIAB	\$49,820	\$77,324	\$77,324	\$77,324	\$83,559	\$83,559	\$83,559
5025 - RETIREE HEALTH BENEFITS	\$26,476	\$46,736	\$46,736	\$44,301	\$51,686	\$51,686	\$51,686
5031 - MEDICAL INSURANCE	\$53,807	\$139,894	\$135,098	\$98,087	\$149,577	\$149,577	\$149,577
5032 - DISABILITY INSURANCE	\$1,873	\$4,844	\$4,687	\$3,807	\$6,600	\$6,600	\$6,600
5043 - OTHER BENEFITS	\$4,749	\$4,103	\$12,155	\$13,179	\$8,041	\$8,041	\$8,041
SALARIES & BENEFITS	\$395,958	\$908,497	\$891,361	\$751,902	\$999,133	\$999,133	\$999,133
5112 - PERSONAL & SAFETY EQUIPMENT	\$1,511	\$0	\$0	\$0	\$0	\$0	\$0
5122 - CELL PHONES	\$3,498	\$6,744	\$6,191	\$5,010	\$3,249	\$3,249	\$3,249
5131 - FOOD & HOUSEHOLD SUPPLIES	\$45	\$0	\$0	\$0	\$0	\$0	\$0
5211 - MEMBERSHIPS	\$333	\$1,310	\$1,000	\$699	\$1,310	\$1,310	\$1,310
5232 - OFFICE & OTHER EQUIP < \$5,000	\$0	\$82,948	\$0	\$0	\$21,834	\$21,834	\$21,834
5260 - HEALTH - EMPLOYEE PHYSICALS	\$302	\$900	\$1,043	\$272	\$750	\$750	\$750
5263 - ADVERTISING	\$97	\$26,765	\$16,028	\$8,759	\$4,800	\$4,800	\$4,800

COUNTY OF INYO

BUD002FS - BUDGET REQUESTS

RUNDATE: 06/30/2024 TODAY'S DATE: 09/17/2024
 FOR FISCAL YEARS: 07/01/2022 - 06/30/2025

	YTD ACTUALS 06/30/2023	BOARD APPROVED 06/30/2024	WORKING BUDGET 06/30/2024	YTD ACTUALS 06/30/2024	DEPT REQUESTED 06/30/2025	CAO RECOMM 06/30/2025	BOARD APPROVED 06/30/2025
5265 - PROFESSIONAL & SPECIAL SERVICE	\$78,802	\$527,235	\$551,437	\$169,830	\$196,738	\$196,738	\$196,738
5291 - OFFICE, SPACE & SITE RENTAL	\$30,959	\$11,816	\$14,101	\$11,116	\$12,713	\$12,713	\$12,713
5311 - GENERAL OPERATING EXPENSE	\$14,113	\$125,474	\$90,771	\$55,447	\$66,939	\$66,939	\$66,939
5325 - LIBRARY BOOKS & SUBSCRIPTIONS	\$0	\$0	\$0	\$257	\$0	\$0	\$0
5326 - LATE FEES & FINANCE CHARGES	\$14	\$0	\$0	\$0	\$0	\$0	\$0
5331 - TRAVEL EXPENSE	\$19,096	\$88,168	\$72,887	\$33,590	\$77,859	\$77,859	\$77,859
5351 - UTILITIES	\$9,810	\$2,774	\$6,334	\$6	\$1,670	\$1,670	\$1,670
SERVICES & SUPPLIES	\$158,586	\$874,134	\$759,792	\$284,993	\$387,862	\$387,862	\$387,862
5121 - INTERNAL CHARGES	\$53,991	\$143,304	\$162,589	\$54,528	\$125,379	\$125,379	\$125,379
5123 - TECH REFRESH EXPENSE	\$4,569	\$5,598	\$5,598	\$5,598	\$7,304	\$7,304	\$7,304
5124 - EXTERNAL CHARGES	\$12,861	\$0	\$0	\$0	\$0	\$0	\$0
5127 - MOBILE DEVICE MANAGEMENT-INTER	\$90	\$0	\$0	\$0	\$0	\$0	\$0
5129 - INTERNAL COPY CHARGES (NON-IS)	\$959	\$2,200	\$3,625	\$1,917	\$3,700	\$3,700	\$3,700
5152 - WORKERS COMPENSATION	\$5,126	\$17,273	\$17,273	\$17,273	\$20,745	\$20,745	\$20,745
5155 - PUBLIC LIABILITY INSURANCE	\$7,957	\$20,369	\$20,369	\$20,369	\$21,759	\$21,759	\$21,759
5315 - COUNTY COST PLAN	\$59,112	\$36,810	\$41,465	\$36,810	\$170,232	\$170,232	\$170,232
5333 - MOTOR POOL	\$7,981	\$11,875	\$14,674	\$9,886	\$13,000	\$13,000	\$13,000
INTERNAL CHARGES	\$152,649	\$237,429	\$265,593	\$146,382	\$362,119	\$362,119	\$362,119
5539 - OTHER AGENCY CONTRIBUTIONS	\$0	\$0	\$10,000	\$10,000	\$0	\$0	\$0
OTHER CHARGES	\$0	\$0	\$10,000	\$10,000	\$0	\$0	\$0
5561 - PRINCIPAL ON NOTES PAYABLE	\$44,000	\$0	\$0	\$0	\$0	\$0	\$0
DEBT SERVICE PRINCIPAL	\$44,000	\$0	\$0	\$0	\$0	\$0	\$0
5650 - EQUIPMENT	\$0	\$28,800	\$176,610	\$79,546	\$47,000	\$47,000	\$47,000
5664 - COMPUTER SOFTWARE CAPITAL OUTL	\$122,733	\$0	\$0	\$0	\$0	\$0	\$0
5700 - CONSTRUCTION IN PROGRESS	\$96,168	\$184,148	\$301,258	\$70,850	\$67,988	\$67,988	\$67,988
FIXED ASSETS	\$218,901	\$212,948	\$477,868	\$150,397	\$114,988	\$114,988	\$114,988
TOTAL EXPENSES:	\$970,096	\$2,233,008	\$2,404,614	\$1,343,675	\$1,864,102	\$1,864,102	\$1,864,102
NET NOCOPY	\$7,186,334	(\$11,046,651)	(\$19,945,457)	\$6,226,737	(\$10,586,399)	(\$12,633,842)	(\$12,210,209)

COUNTY OF INYO

BUD002FS - BUDGET REQUESTS

RUNDATE: 06/30/2024 TODAY'S DATE: 09/17/2024
 FOR FISCAL YEARS: 07/01/2022 - 06/30/2025

	YTD ACTUALS 06/30/2023	BOARD APPROVED 06/30/2024	WORKING BUDGET 06/30/2024	YTD ACTUALS 06/30/2024	DEPT REQUESTED 06/30/2025	CAO RECOMM 06/30/2025	BOARD APPROVED 06/30/2025
NOSCHED2							
REVENUES:							
4001 - CURRENT SECURED TAXES	\$83,892	\$74,253	\$74,253	\$90,485	\$74,253	\$74,253	\$74,253
4004 - CURRENT UNSECURED TAXES	\$7,815	\$7,200	\$7,181	\$7,555	\$7,200	\$7,200	\$7,200
4008 - SB813 DISTRIBUTIONS	\$5,935	\$2,000	\$2,000	\$1,875	\$2,000	\$2,000	\$2,000
4021 - PRIOR YEAR SECURED TAXES	\$827	\$250	\$250	\$589	\$250	\$250	\$250
4023 - PRIOR YEAR UNSECURED TAXES	(\$5,460)	\$0	\$19	\$125	\$19	\$19	\$19
TAXES - PROPERTY	\$93,009	\$83,703	\$83,703	\$100,630	\$83,722	\$83,722	\$83,722
4301 - INTEREST FROM TREASURY	\$14,280	\$4,600	\$4,600	\$29,462	\$4,600	\$4,600	\$4,600
4310 - EQUIPMENT RENTAL	\$0	\$200	\$200	\$0	\$200	\$200	\$200
REV USE OF MONEY & PROPERTY	\$14,280	\$4,800	\$4,800	\$29,462	\$4,800	\$4,800	\$4,800
4472 - HOMEOWNERS PROPERTY TAX RELIEF	\$378	\$210	\$210	\$368	\$210	\$210	\$210
AID FROM OTHER GOVT AGENCIES	\$378	\$210	\$210	\$368	\$210	\$210	\$210
4747 - INSURANCE PAYMENTS	\$12,677	\$0	\$0	\$0	\$0	\$0	\$0
4753 - SEWER SERVICE/CONNECTION FEES	\$55,790	\$56,031	\$56,031	\$55,976	\$56,031	\$56,031	\$56,031
CHARGES FOR CURRENT SERVICES	\$68,467	\$56,031	\$56,031	\$55,976	\$56,031	\$56,031	\$56,031
TOTAL REVENUES:	\$176,136	\$144,744	\$144,744	\$186,437	\$144,763	\$144,763	\$144,763
EXPENSES:							
5001 - SALARIED EMPLOYEES	\$12,273	\$12,296	\$12,296	\$11,718	\$10,747	\$10,747	\$10,747
5005 - HOLIDAY OVERTIME	\$0	\$400	\$400	\$0	\$400	\$400	\$400
5021 - RETIREMENT & SOCIAL SECURITY	\$905	\$974	\$974	\$861	\$855	\$855	\$855
5022 - PERS RETIREMENT	\$2,137	\$2,249	\$2,249	\$2,118	\$1,944	\$1,944	\$1,944
5024 - RETIREMENT-UNFUNDED LIAB	\$804	\$847	\$847	\$847	\$917	\$917	\$917
5031 - MEDICAL INSURANCE	\$2,559	\$2,882	\$2,882	\$2,813	\$2,301	\$2,301	\$2,301
5032 - DISABILITY INSURANCE	\$117	\$116	\$116	\$111	\$124	\$124	\$124
5043 - OTHER BENEFITS	\$216	\$219	\$219	\$216	\$219	\$219	\$219
SALARIES & BENEFITS	\$19,015	\$19,983	\$19,983	\$18,685	\$17,507	\$17,507	\$17,507
5173 - MAINTENANCE OF EQUIPMENT-MATER	\$1,684	\$3,000	\$3,000	\$0	\$3,000	\$3,000	\$3,000
5191 - MAINTENANCE OF STRUCTURES	\$0	\$29,000	\$29,000	\$0	\$29,000	\$29,000	\$29,000
5263 - ADVERTISING	\$0	\$1,000	\$1,000	\$0	\$1,000	\$1,000	\$1,000
5265 - PROFESSIONAL & SPECIAL SERVICE	\$2,180	\$72,500	\$106,000	\$58,619	\$72,500	\$72,500	\$72,500
5311 - GENERAL OPERATING EXPENSE	\$415	\$3,030	\$3,030	\$329	\$3,030	\$3,030	\$3,030
5351 - UTILITIES	\$23,993	\$25,000	\$25,000	\$24,066	\$25,500	\$25,500	\$25,500

COUNTY OF INYO

BUD002FS - BUDGET REQUESTS

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SERVICES & SUPPLIES	\$28,273	\$133,530	\$167,030	\$83,015	\$134,030	\$134,030	\$134,030
5124 - EXTERNAL CHARGES	\$15,130	\$19,200	\$19,200	\$9,088	\$19,200	\$19,200	\$19,200
5152 - WORKERS COMPENSATION	\$201	\$315	\$315	\$315	\$335	\$335	\$335
5155 - PUBLIC LIABILITY INSURANCE	\$319	\$608	\$608	\$608	\$618	\$618	\$618
5315 - COUNTY COST PLAN	\$0	\$18,688	\$18,688	\$18,688	\$29,827	\$29,827	\$29,827
INTERNAL CHARGES	\$15,650	\$38,811	\$38,811	\$28,699	\$49,980	\$49,980	\$49,980
5700 - CONSTRUCTION IN PROGRESS	\$0	\$70,000	\$70,000	\$0	\$70,000	\$70,000	\$70,000
FIXED ASSETS	\$0	\$70,000	\$70,000	\$0	\$70,000	\$70,000	\$70,000
5799 - DEPRECIATION	\$13,818	\$0	\$0	\$0	\$0	\$0	\$0
DEPRECIATION	\$13,818	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENSES:	\$76,758	\$262,324	\$295,824	\$130,400	\$271,517	\$271,517	\$271,517
NET NOSCHED2	\$7,285,713	(\$11,164,231)	(\$20,096,537)	\$6,282,775	(\$10,713,153)	(\$12,760,596)	(\$12,336,963)

COUNTY OF INYO

BUD002FS - BUDGET REQUESTS

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	YTD ACTUALS 06/30/2023	BOARD APPROVED 06/30/2024	WORKING BUDGET 06/30/2024	YTD ACTUALS 06/30/2024	DEPT REQUESTED 06/30/2025	CAO RECOMM 06/30/2025	BOARD APPROVED 06/30/2025
COUNTY TOTALS FOR REVENUES:	\$49,955,032	\$57,316,612	\$65,735,580	\$59,412,373	\$58,351,208	\$63,305,802	\$63,829,435
EXPENSES:	(\$42,669,318)	(\$68,480,843)	(\$85,832,117)	(\$53,129,598)	(\$69,064,361)	(\$76,066,398)	(\$76,166,398)
REPORT NET	\$7,285,713	(\$11,164,231)	(\$20,096,537)	\$6,282,775	(\$10,713,153)	(\$12,760,596)	(\$12,336,963)

RESOLUTION No. 2024-30

**A RESOLUTION OF THE
BOARD OF SUPERVISORS,
COUNTY OF INYO,
STATE OF CALIFORNIA,
ADOPTING THE FINAL BUDGET FOR FISCAL YEAR 2024-2025**

WHEREAS, the Government Code requires the County to conduct Budget Hearings prior to adopting a Final Budget; and

WHEREAS, the Government Code requires the Final Budget to be adopted no later than October 2nd of each fiscal year; and

WHEREAS, the Inyo County Board of Supervisors has conducted and concluded Budget Hearings on September 10, 2024, and has received input and recommendations and, at the conclusion of the Budget Hearings, directed the preparation of the Final Budget; and

WHEREAS, the Final Budget has been prepared in accordance with the Government Code and the Board of Supervisors' directions during Budget Hearings; and

WHEREAS, the Final Budget specifies all of the following: appropriations by objects of expenditure within each budget unit, except for capital assets that are appropriated at the subobject level pursuant to Government Section 29008; other financing uses by budget unit; Intrafund transfers by budget unit; transfers-out by fund; appropriations for contingencies, by fund; provisions for nonspendable, restricted, committed, and assigned fund balances, by fund and purpose; and the means of financing the budget requirements; and

WHEREAS, the Inyo County Board of Supervisors desires to approve the Final Budget as presented by the Budget Officer and the Auditor-Controller.

NOW, THEREFORE BE IT RESOLVED that the Inyo County Board of Supervisors hereby adopts the Fiscal Year 2024-2025 Final Budget for the County of Inyo as set forth in the attached documents, which are incorporated herein by reference.

PASSED AND ADOPTED, this 24th day of September, 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chairperson, Inyo County Board of Supervisors

*Attest: Nathan Greenberg
Clerk of the Board*

Darcy Ellis, Assistant Clerk to the Board



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

September 24, 2024

Reference ID:
2024-602

Contract between the County of Inyo and Eastern Sierra Engineering for the Lone Pine American's with Disabilities Act Sidewalk Project

Public Works
ACTION REQUIRED

ITEM SUBMITTED BY

Kevin Rainbolt, Engineering Assistant

ITEM PRESENTED BY

Michael Errante, Public Works Director

RECOMMENDED ACTION:

- A) Ratify and approve the agreement between the County of Inyo and Eastern Sierra Engineering of Reno, NV for the provision of material testing services in an amount not to exceed \$109,750 for the period of May 1, 2024 through December 31, 2024, contingent upon the Board's approval of the Fiscal Year 2024-2025 Budget, and authorize the Chairperson to sign; and
- B) Authorize staff to pay last fiscal year's (2023/2024) outstanding invoices from Eastern Sierra Engineering dated June 5, 2024, in the amount of \$15,461.10, and July 8, 2024, in the amount of \$31,921.76.

BACKGROUND / SUMMARY / JUSTIFICATION:

Your Board approved a contract with Eastern Sierra Engineering (ESE) for design work and material testing on the Lone Pine Sidewalk Construction and ADA Improvement Project on August 18, 2020 for the period of August 18, 2020 through August 18, 2023. Unfortunately, the discovery of the contract being expired didn't occur until May 2024 and services are still being provided by ESE. This new contract will provide the ongoing services to be carried out on the Lone Pine Sidewalk project for material testing, construction oversight services and providing project as-builts through the end of December 2024.

FISCAL IMPACT:

Funding Source	Non-General Fund	Budget Unit	034601
Budgeted?	Yes	Object Code	5708
Recurrence	Ongoing Expenditure through contract completion		
Current Fiscal Year Impact			
Full contract in the amount of \$109,750.			
Future Fiscal Year Impacts			
None			

Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Lone Pine ADA Sidewalks project is nearing completion with Eastern Sierra Engineering (ESE) continuing work even after the original contract expired. Failing to follow through with this contract could jeopardize the County's relationship with ESE and future projects needing engineering or testing services.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Community Supporting Infrastructure Improvements

APPROVALS:

Kevin Rainbolt	Created/Initiated - 9/10/2024
Darcy Ellis	Approved - 9/10/2024
Kevin Rainbolt	Approved - 9/10/2024
Breanne Nelums	Approved - 9/10/2024
Shannon Platt	Approved - 9/10/2024
Keri Oney	Approved - 9/10/2024
John Vallejo	Approved - 9/11/2024
Amy Shepherd	Approved - 9/11/2024
Michael Errante	Approved - 9/12/2024
Nate Greenberg	Final Approval - 9/13/2024

ATTACHMENTS:

1. Eastern Sierra Engineering Contract (LP Sidewalk Project No. 2)

**CONTRACT BETWEEN THE COUNTY OF INYO
AND Eastern Sierra Engineering**
FOR THE PROVISION OF CONSULTANT SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for consultant services, and is heretofore entering this contract with Eastern Sierra Engineering (hereinafter referred to as "Consultant"), in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as set forth below.

Any Forms or Exhibits herein referred to may be located and downloaded at:
<http://www.dot.ca.gov/hq/LocalPrograms/lam/forms/lapmforms.htm>

TERMS AND CONDITIONS

1. STATEMENT OF WORK

The Consultant 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 Consultant to perform under this Contract will be made by the Public Works Director M. Errante. Requests to the Consultant for work or services to be performed under this Contract 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 Consultant by the County under this Contract. County by this Contract incurs no obligation or requirement to request from Consultant 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 Contract.

Services and work provided by the Consultant at the County's request under this Contract 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 Contract and, as applicable, as set forth, in Attachment E, attached hereto and incorporated herein.

2. PERFORMANCE PERIOD

(Choose Option 1 or Option 2)

Option 1 – Standard Contract

A. This Contract shall go into effect on May 1, 2024, contingent upon approval by County, and Consultant shall commence work after notification to proceed by County's Contract Administrator. The Contract shall end on Dec 31, 2024, unless extended by Contract amendment.

B. Consultant is advised that any recommendation for Contract award is not binding on County until the Contract is fully executed and approved by County.

Option 2 – On-Call Contracts

A. This Contract shall go into effect on _____, contingent upon approval by County, and Consultant shall commence work after notification to proceed by County’s Contract Administrator. The Contract shall end on _____, unless extended by Contract amendment.

B. Consultant is advised that any recommendation for Contract award is not binding on County until the Contract is fully executed and approved by County.

C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this Contract, the terms of the Contract shall be extended by Contract amendment.

3. WORK SCHEDULE

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

4. ALLOWABLE COSTS AND PAYMENTS

A. The method of payment for this contract will be based on actual cost plus a fixed fee. County will reimburse Consultant for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by Consultant in performance of the work. Consultant will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved Consultant’s Cost Proposal, found in Attachment B, unless additional reimbursement is provided for by contract amendment. In no event, will Consultant be reimbursed for overhead costs at a rate that exceeds County’s approved overhead rate set forth in the Cost Proposal. In the event that County determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time or actual costs reimbursable by County shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph “H” shall not be exceeded, unless authorized by contract amendment.

B. In addition to the allowable incurred costs, County will pay Consultant a fixed fee of \$0.00 _____. The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.

C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal, Attachment B.

D. When milestone cost estimates are included in the approved Cost Proposal, Consultant shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of Consultant's fixed fee will be included in the monthly progress payments. If Consultant fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, County shall have the right to delay payment or terminate this Contract in accordance with provisions of Item 17 - Termination.

F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Contract.

G. Consultant will be reimbursed, as promptly as fiscal procedures will permit upon receipt by County's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work or which Consultant is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due County including any equipment purchased under the provisions of Item 10 - Equipment Purchase of this Contract. The final invoice should be submitted within 60 calendar days after completion of Consultant's work. Invoices shall be mailed to County's Contract Administrator at the following address:

Travis Dean
County of Inyo, Public Works Department
P.O. Drawer Q
Independence, CA 93526

H. The total amount payable by County including the fixed fee shall not exceed \$ 109,750.

I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal, found in Attachment B, and is approved by County's Contract Administrator.

For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

J. A Task Order is of no force or effect until returned to County and signed by an authorized representative of County. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by County.

5. STATE PREVAILING WAGE RATES

A. Consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.

B. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction, or more than \$15,000 for the alternation, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Section, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.

C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

A. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Consultant to provide the services and work described in Attachment A must be procured by Consultant and be valid at the time Consultant enters into this Contract or as otherwise may be required. Further, during the term of this Contract, Consultant 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 Consultant at no expense to the County. Consultant will provide County, upon execution of this Contract, 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 Consultant 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 Contract.

B. Consultant 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. Consultant 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. DEBARMENT AND SUSPENSION CERTIFICATION

A. Consultant's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2 CRF, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (non-procurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;

does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct with the past three (3) years. Any exceptions to this certification must be disclosed to County.

B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant's responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and date of action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

8. STATUS OF CONSULTANT

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

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

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

C. Consultant, its agents, officers, and employees are, and at all times during the term of this Contract shall, represent and conduct themselves as independent Consultant's, and not as employees of County.

9. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA

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

10. EQUIPMENT PURCHASE

A. Prior Authorization in writing, by County's Contract Administrator shall be required before Consultant enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or Consultant services. Consultant shall provide an evaluation of the necessity or desirability incurring such costs.

B. For purchase of any item, service or consulting work not covered in Attachment B, the Consultant's Cost Proposal, and exceeding \$5,000 prior authorization by County's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

C. Any equipment purchased as a result of this contract is subject to the following: "Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful replacement and is sold or traded in, County shall receive a proper refund or credit at the conclusion of the contract, or if the contract terminated, Consultant may either keep the equipment and credit County in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established County procedures; and credit County in an amount equal to the sale price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable by County and Consultant, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by County." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

11. 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 Consultant by County pursuant to this Contract are, and at the termination of this Contract remain, the sole and exclusive property of County. Consultant will use reasonable care to protect, safeguard and maintain such items while they are in Consultant's possession. Consultant will be financially responsible for any loss or damage to such items, partial or total, which is the result of Consultant's negligence.

B. Products of Consultant's Work and Services. Any and all compositions, publications, plans, 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, Consultant's services or work under this Contract are, and at the termination of this Contract remain, the sole and exclusive property of the County. At the termination of the Contract, Consultant will convey possession and title to all such properties to County.

12. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES

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

13. SUBCONTRACTING

A. Nothing contained in this Contract or otherwise, shall create any contractual relation between County and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to County for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. Consultant's obligation to pay its subconsultant(s) is an independent obligation from County's obligation to make payments to the Consultant.

B. Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Contract shall be subcontracted without written authorization by County's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal, Attachment B.

C. Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to Consultant by County.

D. All subcontracts entered into as a result of this Contract shall contain all the provisions stipulated in this Contract to be applicable to subconsultants.

E. Any substitutions of subconsultant(s) must be approved in writing by County's Contract Administrator prior to the start of work by the subconsultant(s).

14. DEFENSE AND INDEMNIFICATION

For professional services rendered under this Contract, Consultant agrees to indemnify, including the cost to defend County and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its employees or agents in the performance of professional services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the County.

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 Consultant, 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.

Consultant's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any

requirement in this Contract for Consultant to procure and maintain a policy of insurance. If the Consultant maintains higher limits than the minimum required on the Insurance attachment to this Contract, the County requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

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

15. RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; Consultant, subconsultants, and County shall maintain and make available for inspection all books, documents, papers, accounting records, and County shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, County, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Consultant and its certified public accountants (CPA) work papers that are pertinent to the Contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

16. AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this Contract that is not disposed of by Contract, shall be reviewed by County's Administrative Officer.

B. Not later than 30 days after issuance of the final audit report, Consultant may request a review by County's Administrative Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by County will excuse Consultant from full and timely performance, in accordance with the terms of this Contract.

D. Consultant and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Consultant's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract cost proposal, and ICR shall be adjusted by Consultant and approved by County contract manager to conform to the audit or review recommendations. Consultant agrees that individual terms of costs

identified in the audit report shall be incorporated into the contract by this reference if directed by County at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPS work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

E. Consultant Cost Proposal is subject to a CPA ICR Audit Work Paper Review by Caltrans' Audit and Investigation (Caltrans). Caltrans, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the Consultant and approved by the County's Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the Consultant to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

1. During a Caltrans' review of the ICR audit work papers created by the Consultant's independent CPA, Caltrans will work with the CPA and/or Consultant toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, County will reimburse the Consultant at a provisional ICR until a FAR complaint ICR {e.g. 48 CRF, part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials Audit Guide; and other applicable procedures and guidelines] is received and approved by A&I. Provisional rates will be as follows:
 - a. If the proposed rebate is less than 150% - the provisional rate reimbursed will be 90% of the proposed rate.
 - b. If the proposed rate is between 150% and 200% - the provisional rate will be 85% of the proposed rate.
 - c. If the proposed rate is greater than 200% - the provisional rate will be 75% of the proposed rate.
2. If Caltrans is unable to issue a cognizant letter per paragraph E.1. above, Caltrans may require Consultant to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management Letter. Caltrans will then have up to six (6) months to review the Consultant's and/or the independent CPA's revisions.
3. If the Consultant fails to comply with the provisions of this Section E, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR and audit report within three(3) months of the effective date of the management letter. Caltrans will then have up to six (6) months to review the Consultant's and/or the independent CPA's revisions.

4. Consultant may submit to County final invoice only when all of the following items have occurred: (1) Caltrans approves or rejects the original or revised independent CPA-Audited ICR; (2) all work under this contract has been completed to the satisfaction of County; and (3) Caltrans has issued its final ICR review letter. The Consultant MUST SUBMIT ITS FINAL INVOICE TO local agency no later than 60 days after occurrence of the last of these items.

The provisional ICR will apply to this contract and all other contracts executed between County and the Consultant, either as a prime or subconsultant, with the same fiscal period ICR.

17. TERMINATION

A. County reserves the right to terminate this contract upon thirty (30) calendar days' written notice to Consultant with the reasons for termination stated in the notice.

B. County may terminate this contract with Consultant should Consultant fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, County may proceed with the work in any manner deemed proper by County. If County terminates this contract with Consultant, County shall pay Consultant the sum due to Consultant under this contract prior to termination, unless the cost of completion to County exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due Consultant under this contract and the balance, if any, shall be paid to Consultant upon demand.

18. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. Consultant agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.

B. Consultant also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

C. Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Consultant to County.

19. ASSIGNMENT

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

20. DEFAULT

If the Consultant 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 Consultant in default and terminate this Contract upon five (5) days written notice to Consultant. Upon such termination by default, County will pay to Consultant all amounts owing to Consultant for services and work satisfactorily performed to the date of termination. Default shall also apply if the contract is terminated because of circumstances beyond the control of consultant. The provisions of section 11.B "County Property," shall apply to any partially completed work if the contract is terminated or abandoned.

21. WAIVER OF DEFAULT

Waiver of any default by either party to this Contract shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Contract 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 Contract unless this Contract is modified as provided in Section 30 (thirty) below.

22. CONFIDENTIALITY OF DATA

A. All financial, statistical, personal, technical, or other data and information relative to County's operations, which are designated confidential by County and made available to Consultant in order to carry out this contract, shall be protected by Consultant from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by County relating to the contract, shall not authorize Consultant to further disclose such information, or disseminate the same on any other occasion.

C. Consultant shall not comment publically to the press or any other media regarding the contract or County's actions on the same, except to County's staff, Consultant's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.

D. Consultant shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by County, and receipt of County's written permission.

E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article. (For PS&E contracts add paragraph F, below, to paragraphs A through E, above).

F. All information related to the construction estimate is confidential, and shall not be disclosed by Consultant to any entity other than County.

23. CONFLICT OF INTEREST

A. Consultant shall disclose any financial, business, or other relationship with County that may have an impact upon the outcome of this contract, or any ensuing County construction project. Consultant shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing County construction project, which will follow.

B. Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.

Check here if C and D **DO NOT APPLY**.

(C and D do not apply if contract is NOT for preparation of Plans, Specs and Estimates)

C. Consultant hereby certifies that neither Consultant, nor any firm affiliated with Consultant will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

D. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

Check here if E, F and G **DO NOT APPLY**.

(E, F and G do not apply if Contract is NOT for Construction Contract Administration)

E. Consultant hereby certifies that neither Consultant, its employees, nor any firm affiliated with Consultant providing services on this project, prepared the Plans, Specifications, and Estimate for any construction project included within this contract. An affiliated firm is one, which is subject to the control of the same persons through joint- ownership, or otherwise.

F. Consultant further certifies that neither Consultant, nor any firm affiliated with Consultant, will bid on any construction subcontracts included within the construction contract. Additionally, Consultant certifies that no person working under this contract is also employed by the construction contractor for any project included within this contract.

G. Except for subconsultants whose services are limited to materials testing, no subconsultant who is providing service on this contract shall have provided services on the design of any project included within this contract.

H. If a Consultant is hired in a Management Position, complete and submit Caltrans LPMA Exhibit 10-U “Consultant in Management Position Conflict of Interest Statement,” to County.

24. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

Consultant warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any County employee. For breach or violation of this warranty, County shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

25. PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING

A. Consultant certifies to the best of his or her knowledge and belief that:

1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", and/or Caltrans Exhibit 10-Q in accordance with the instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. Consultant also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

26. STATEMENT OF COMPLIANCE

A. Consultant's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Consultant has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the 5 applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Check here as C and D **DO NOT APPLY**.

(If NO Federal Funds will be used for this project, C and D do not apply.)

C. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 – Effectuation of Title VI of the 1064 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the State of California shall, on the basis of race, color, nationality, origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

D. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program show goal is employment.

27. POST CONTRACT COVENANT

Consultant 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 Contract, for any personal benefit, gain, or enhancement. Further, Consultant agrees for a period of two years after the

termination of this Contract, not to seek or accept any employment with any County, association, corporation, or person who, during the term of this Contract, 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, Consultant by virtue of this Contract has gained access to the County's confidential, privileged, protected, or proprietary information.

28. SEVERABILITY

If any portion of this Contract 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 Contract, 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 Contract are severable.

29. FUNDING REQUIREMENTS

A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.

B. This contract is valid and enforceable only, if sufficient funds are made available to County for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitation, conditions, or any statute enacted by the Congress State Legislature, or County governing board that may affect the provisions, terms, or funding of this contract in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.

D. County has the option to void the contract under the 30-day termination clause pursuant to Article VI, or by mutual agreement to amend the contract to reflect any reduction of funds.

30. AMENDMENT/CHANGE IN TERMS

A. This contract may be amended or modified only by mutual written agreement of the parties.

B. Consultant shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by County's Contract Administrator.

C. There shall be no change in Consultant's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by County's Contract Administrator.

31. NOTICE

Any notice, communication, amendments, additions, or deletions to this Contract, including change of address of either party during the terms of this Contract, which Consultant 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:
Public Works Department
PO Box Q Address
Independence CA 93526 City and State

Consultant:
Eastern Sierra Engineering Name
4515 Towne Drive Address
Reno, NV 89521-9696 City and State

32. ENTIRE CONTRACT

This Contract contains the entire Contract of the parties, and no representations, inducements, promises, or Contracts 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.

---o0o---

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS 5th DAY OF September, 2024.

COUNTY OF INYO

CONSULTANT

By: _____
Signature
Matt Kingsley
Print or Type Name

By: 
Signature
Debbie Jenkins
Print or Type Name

Dated: _____

Dated: Sep 5, 2024

APPROVED AS TO FORM AND LEGALITY:

APPROVED AS TO PERSONNEL REQUIREMENTS:


Grace Weitz (Sep 6, 2024 07:17 PDT)
County Counsel


Personnel Services

APPROVED AS TO ACCOUNTING FORM:

APPROVED AS TO INSURANCE REQUIREMENTS:


Christie Martindale (Sep 10, 2024 07:30 PDT)
County Auditor


County Risk Manager

ATTACHMENT A

**CONTRACT BETWEEN COUNTY OF INYO
AND Eastern Sierra Engineering**

FOR THE PROVISION OF CONSULTANT SERVICES

TERM:

FROM: May 1st 2024

TO: Dec 31st 2024

SCOPE OF WORK:

Eastern Sierra Engineering (ESE) will be providing ATP user counts, as-builts plans, materials testing and inspection services for the above referenced project located in Lone Pine, CA. The fees are based on the estimated cost required to complete the project. Note: The original contract was inadvertently expired 8/18/23, but wasn't caught until May 2024. This new contract will allow ESE to be paid for the continued Engineering, testing and inspection services through the end of project.

SCOPE OF SERVICES

Task 3 ATP Required User Counts – GTS (sub-consultant to ESE) will collect post-construction pedestrian count data at up to three locations within the project limits. This budget is based on collecting count data at each location for 4-total Hours on 3 Weekdays (T, W, TH) at 7 – 9 AM and 1 Weekend day after construction.

Task 12 As-Built Plans – ESE will perform a walk-through at the end of the construction and develop a complete set of record drawings reflecting field revisions occurred during construction. One set of original, wet stamped, record drawings will be issued to Inyo County as well as a PDF of the as-built plan set.

Task 13 Materials Testing – ESE will perform the required materials testing services in compliance with the project plans and specifications. ESE's certified materials testing technicians will provide thorough daily reports documenting critical construction activities.

Task 14 Inspection Services – ESE will assist Inyo County representatives in performing the necessary inspection services in compliance with the project plans and specifications. ESE's qualified inspectors will provide thorough daily reports documenting critical construction activities and any non-conformities that may be encountered. Daily Reports will be submitted in a timely manner directly to the owner's representative and the contractor.

ATTACHMENT B

**CONTRACT BETWEEN COUNTY OF INYO
AND Eastern Sierra Engineering**

FOR THE PROVISION OF CONSULTANT SERVICES

TERM:

FROM: May 1st 2024

TO: Dec 31st 2024

SCHEDULE OF FEES:

The consultant shall be compensated for actual costs plus a fixed fee (10%) at the rates shown in the attached proposal for Tasks 3 (ATP User Counts), Task 12 (As-Built Plans), Task 13 (Materials Testing) and Task 14 (Inspection Services) of the Lone Pine Sidewalk Construction and ADA Improvements Project, submitted by Eastern Sierra Engineering of Bishop, CA, dated August 9th 2024. The rates and costs identified herein shall constitute full compensation for providing all services, labor, equipment, materials and other incidentals necessary to perform all work described in Attached A to the Contract, Scope of Work.

<u>Task Description</u>	
Task 3: ATP Required User Counts	\$10,000
Task 12: As-Built Plans	\$8,000
Task 13: Materials Testing	\$30,750
Task 14: Inspection Services	\$61,000
TOTAL	\$109,750

ATTACHMENT C

**CONTRACT BETWEEN COUNTY OF INYO
AND Eastern Sierra Engineering
FOR THE PROVISION OF CONSULTANT SERVICES**

TERM:

FROM: May 1st 2024

TO: Dec 31st 2024

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

No Provisions for Additional Travel and/or Per Diem Payments

ATTACHMENT D

**CONTRACT BETWEEN COUNTY OF INYO
AND Eastern Sierra Engineering
FOR THE PROVISION OF CONSULTANT SERVICES**

TERM:

FROM: May 1st 2024

TO: Dec 31st 2024

SEE ATTACHED INSURANCE PROVISIONS

Attachment: 2024 Insurance Requirements for Design Professionals, including Architects, Engineers, and Surveyors

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, their 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 any auto (Code 1), or if Consultant has no owned autos, covering 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.
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. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant’s profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.

If the Consultant 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 Consultant. 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.

Attachment: 2024 Insurance Requirements for Design Professionals, including Architects, Engineers, and Surveyors

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

Umbrella or Excess Policy: The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. 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.

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. The 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 Professional Liability policies must provide that defense costs, including ALAE, will satisfy the SIR or deductible.

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. **All certificates and endorsements and copies of all 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.

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.

ATTACHMENT E

**CONTRACT BETWEEN COUNTY OF INYO
AND Eastern Sierra Engineering
FOR THE PROVISION OF CONSULTANT SERVICES**

TERM:

FROM: May 1st 2024

TO: Dec 31st 2024

FEDERAL FUNDS ADDENDUM

1. **Covenant Against Contingent Fees.** The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the consultant, to solicit or secure this Contract, and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this Contract. For breach or violation of this warranty, the local agency shall have the right to annul this Contract without liability, or at its discretion; to deduct from the Contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
2. **Delays and Extensions.** The term of the contract may be extended in the case of unavoidable delays, changes in the scope of work or level of effort required to meet the project objectives, and for consideration of corresponding warranted adjustments in payment. An extension of contract time is granted as described in Section 30, Amendment/Change in Terms, of the contract.
3. **Consultant's Endorsement on PS&E/Other Data.** The consultant's responsible engineer shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by him/her, and where appropriate, indicate his/her California registration number.
4. **Disadvantaged Business Enterprise Considerations.** Consultants must give consideration to DBE firms as specified in 23 CFR 172.5(b), 49 CFR, Part 26. The Consultant shall comply with the applicable provisions of Exhibit 10-I, "Notice to Proposers Disadvantaged Business Enterprise Information," and Exhibit 10-J, "Standard Contract for Subcontractor/DBE Participation," that were included in the Request for Statements of Qualifications,
5. **Safety.** The consultant shall comply with OSHA regulations applicable to the Consultant regarding necessary safety equipment or procedures. The Consultant shall comply with safety instructions issued by the county's project manager and other county representatives. Consultant personnel shall wear hard hats and safety vests at all time when working on the construction project site.

Pursuant to the authority contained in Section 591 of the Vehicle Code, the county has determined that such areas are within the limits of the project and are open to public traffic. The Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

Any subcontract entered into as a result of this contract shall contain all of these provisions.



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

September 24, 2024

Reference ID:
2024-714

Management and Non-Represented Resolution Regarding Changes to Health Insurance County Administrator - Personnel ACTION REQUIRED

ITEM SUBMITTED BY

Nate Greenberg, County Administrative Officer

ITEM PRESENTED BY

Keri Oney, Assistant Personnel Director

RECOMMENDED ACTION:

Approve Resolution No. 2024-30 titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Setting Certain Salary and/or Terms of Conditions of Employment for Management and Non-Represented Employees Employed in the Several Offices or Institutions of the County of Inyo, which shall Amend Resolution No. 2024-05," and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

Historically, the Management and Non-Represented employees have been considered a "me-too" group for the benefits provided to the Inyo County Employee Association (ICEA). Your board has approved a side letter with ICEA providing for the same Health Insurance Premium benefits as outlined in this Resolution amendment. This Resolution amendment only changes the first sentence in Article 9 (b) for Resolution 2024-05 and all other terms and provisions of Article 9(b) remain unchanged and in effect. This resolution change is essential to ensure that our Management and Non-Represented employees can fully utilize the benefits provided during the upcoming open enrollment period. Missing this enrollment period would prevent employees from taking advantage of the revised health plan contributions for an entire year, potentially leading to financial strain. Implementing this Resolution amendment now is crucial to aligning with the open enrollment timeline.

The Resolution amendment makes the following changes:

The County will cover 75% of the premium for the PERS Platinum health plan, with employees responsible for the remaining 25%.

The County will cover 80% of the premium for the PORAC health plan, with employees responsible for the remaining 20%.

The County will cover 100% of the premium for the PERS Gold or EPO health plans.

This Resolution amendment is consistent with the side letters your Board just recently approved for three other bargaining units (ICCOA, ICEA and ICPPOA) with which we are currently engaged in MOU negotiations.

FISCAL IMPACT:

Funding Source	General Fund / Non-General Fund	Budget Unit	Multiple Budgets
Budgeted?	Yes	Object Code	5031
Recurrence	Ongoing Expenditure		

If Sole Source, provide justification below

Current Fiscal Year Impact
Potential savings up to \$4,600 for the current fiscal year.
Future Fiscal Year Impacts
Continued savings for future fiscal years.
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the Resolution. This is not recommended, as employees would not be able to change health insurance plans and take advantage of the insurance premium changes during the open enrollment period for the upcoming 2025 calendar year.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Economic Enhancement | Local Businesses, Organizations, and Workforce.

APPROVALS:

Keri Oney	Created/Initiated - 9/10/2024
Denelle Carrington	Approved - 9/11/2024
Darcy Ellis	Approved - 9/13/2024
John Vallejo	Approved - 9/13/2024
Amy Shepherd	Approved - 9/16/2024
Nate Greenberg	Final Approval - 9/17/2024

ATTACHMENTS:

- Resolution No. 2024-30

RESOLUTION NO. 2024-30

**A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA,
SETTING CERTAIN SALARY AND/OR TERMS AND CONDITIONS OF EMPLOYMENT FOR
MANAGEMENT AND NON-REPRESENTED EMPLOYEES EMPLOYED IN THE SEVERAL OFFICES
OR INSTITUTIONS OF THE COUNTY OF INYO, WHICH SHALL SUPERSEDE ANY PRIOR
RESOLUTIONS PERTAINING TO THAT SUBJECT TO THE EXTENT THEY ARE INCONSISTENT**

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

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

WHEREAS, the Board of Supervisors desires to prescribe the compensation, tenure, appointment and/or conditions of employment for Management and Non-Represented employees, excluding, Appointed Officials and Board of Supervisors;

NOW THEREFORE, BE IT RESOLVED that the Board of Supervisors hereby replaces the first sentence only in Article 9 (b) of Resolution 2024-05 with the following:

“The County agrees to pay seventy-five percent (75%) of the premium for the PERS Platinum health plan. Employees will be responsible for the remaining twenty-five percent (25%) of the premium. The County agrees to pay eighty percent (80%) of the premium for the PORAC health plan. Employees will be responsible for the remaining twenty percent (20%) of the premium. The County agrees to pay one hundred percent (100%) of the premium for the PERS Gold or EPO health plans.”

All other terms and provisions of Article 9(b) shall remain unchanged and in effect.

PASSED AND ADOPTED this 24th day of September 2024 following vote of the Inyo County Board of Supervisors:

AYES:

NOES:

ABSTAIN:

ABSENT:

Matt Kingsley, Chairperson, Inyo County Board of Supervisor

Attest: Nate Greenberg
Clerk of the Board

BY: _____
Darcy Ellis, Assistant Clerk of the Board



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

September 24, 2024

Reference ID:
2024-724

Appointed Officials Resolution Regarding Changes to Health Insurance County Administrator - Personnel ACTION REQUIRED

ITEM SUBMITTED BY

Nate Greenberg, County Administrative Officer

ITEM PRESENTED BY

Keri Oney, Assistant Personnel Director

RECOMMENDED ACTION:

Approve Resolution No. 2024-31 titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Amending Resolution 2006-06 And Setting Salary and/or Terms of Conditions of Employment for Appointed Officials Employed in the Several Offices or Institutions of the County of Inyo," and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

Historically, the Appointed Officials have been considered a "me-too" group for the benefits provided to the Inyo County Employee Association (ICEA). Your board has approved a side letter with ICEA providing for the same Health Insurance Premium benefits as outlined in this Resolution amendment. This Resolution amendment only adds a subsection e. to ARTICLE 9. INSURANCE BENEFITS. All other terms and provisions of Article 9 remain unchanged and in effect. This resolution change is essential to ensure that our Appointed Officials can fully utilize the benefits provided during the upcoming open enrollment period. Missing this enrollment period would prevent employees from taking advantage of the revised health plan contributions for an entire year, potentially leading to financial strain. Implementing this Resolution amendment now is crucial to aligning with the open enrollment timeline.

The Resolution amendment makes the following changes:

The County will cover 75% of the premium for the PERS Platinum health plan, with employees responsible for the remaining 25%.

The County will cover 80% of the premium for the PORAC health plan, with employees responsible for the remaining 20%.

The County will cover 100% of the premium for the PERS Gold or EPO health plans.

This Resolution amendment is consistent with the side letters your Board just recently approved for three other bargaining units (ICCOA, ICEA and ICPPOA) with which we are currently engaged in MOU negotiations.

FISCAL IMPACT:

Funding Source	General Fund / Non-General Fund	Budget Unit	Multiple Budgets
-----------------------	---------------------------------	--------------------	------------------

Budgeted?	Yes	Object Code	5031
Recurrence	Ongoing Expenditure	Sole Source?	

If Sole Source, provide justification below

Current Fiscal Year Impact

Potential savings of up to \$9,300 for the current fiscal year.

Future Fiscal Year Impacts

Continued savings for future fiscal years.

Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve the Resolution. This is not recommended, as employees would not be able to change health insurance plans and take advantage of the insurance premium changes during the open enrollment period for the upcoming 2025 calendar year.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Economic Enhancement | Local Businesses, Organizations, and Workforce

APPROVALS:

Keri Oney	Created/Initiated - 9/17/2024
Denelle Carrington	Approved - 9/17/2024
Darcy Ellis	Approved - 9/17/2024
John Vallejo	Approved - 9/17/2024
Amy Shepherd	Approved - 9/17/2024
Nate Greenberg	Final Approval - 9/17/2024

ATTACHMENTS:

- Resolution No. 2024-31

RESOLUTION NO. 2024-XX

**A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA,
AMENDING RESOLUTION 2006-06 SETTING CERTAIN SALARY AND/OR TERMS AND
CONDITIONS OF EMPLOYMENT FOR APPOINTED OFFICIALS EMPLOYED IN THE SEVERAL
OFFICES OR INSTITUTIONS OF THE COUNTY OF INYO**

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

WHEREAS, Appointed Officials are employees of the County of Inyo; and

WHEREAS, the Board of Supervisors desires to change the compensation, tenure, appointment and/or conditions of employment for Appointed County Officials;

NOW THEREFORE, BE IT RESOLVED that the Board of Supervisors hereby amends Article 9. Insurance Benefits by adding subsection e. as follows:

e. “The County agrees to pay seventy-five percent (75%) of the premium for the PERS Platinum health plan. Employees will be responsible for the remaining twenty-five percent (25%) of the premium. The County agrees to pay eighty percent (80%) of the premium for the PORAC health plan. Employees will be responsible for the remaining twenty percent (20%) of the premium. The County agrees to pay one hundred percent (100%) of the premium for the PERS Gold or EPO health plans.”

All other terms and provisions of Article 9 shall remain unchanged and in effect.

PASSED AND ADOPTED this 24th day of September 2024 following vote of the Inyo County Board of Supervisors:

AYES:

NOES:

ABSTAIN:

ABSENT:

Matt Kingsley, Chairperson, Inyo County Board of Supervisor

Attest: Nate Greenberg
Clerk of the Board

BY: _____
Darcy Ellis, Assistant Clerk of the Board



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

September 24, 2024

Reference ID:
2024-728

ADDENDUM 25A) Retiree Health Benefits Resolution County Administrator - Personnel ACTION REQUIRED

ITEM SUBMITTED BY

Personnel

ITEM PRESENTED BY

Keri Oney, Assistant Personnel Director

RECOMMENDED ACTION:

Approve Resolution No. 2024-32, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Rescinding and Replacing Resolutions 2003-23 and 2014-31, and Fixing the Employer's Contribution for Employees and the Employer's Contribution for Annuitants at the Same Amounts," and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

It has come to staff's attention that the County is currently out of compliance with the provisions of its PERS contract concerning retiree health benefits. In order to address this issue and ensure compliance, it is necessary to update the existing resolution governing retiree health benefits. This update will bring the County into alignment with the terms set forth by CalPERS and allow the County to meet its contractual obligations. Immediate action is recommended to rectify this situation and avoid any further non-compliance risks.

FISCAL IMPACT:

Funding Source	General Fund and Non-General Fund	Budget Unit	Various
Budgeted?	Yes	Object Code	5025 - Retiree Health
Recurrence	Ongoing Expenditure	Sole Source?	N/A

If Sole Source, provide justification below

Current Fiscal Year Impact
Retiree Health Benefits are currently budgeted based on prior year actuals and known retirements. This change assumes a cost savings. However, because retirees will have the option to change plans, the actual savings or costs cannot be calculated at this time.
Future Fiscal Year Impacts
Continued savings
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this resolution, which would extend the County's non-compliance. Continued noncompliance could result in termination of the County's contract with CalPERS, which would have significant implications for the workforce and overall operations.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Not Applicable

APPROVALS:

Darcy Ellis	Created/Initiated - 9/18/2024
Darcy Ellis	Approved - 9/18/2024
Keri Oney	Approved - 9/18/2024
Denelle Carrington	Approved - 9/18/2024
John Vallejo	Approved - 9/18/2024
Amy Shepherd	New -
Nate Greenberg	

ATTACHMENTS:

1. Retiree Health Contribution Resolution

RESOLUTION NO. 2024-XX

A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, RESCINDING AND REPLACING RESOLUTIONS 2003-23 AND 2014-31, AND FIXING THE EMPLOYER’S CONTRIBUTION FOR EMPLOYEES AND THE EMPLOYER’S CONTRIBUTION FOR ANNUITANTS AT THE SAME AMOUNTS

WHEREAS, Government Code Section 22892(a) provides that a local agency contracting under the Public Employees’ Medical and Hospital Care Act shall fix the amount of the employer’s contribution; and

WHEREAS, The County of Inyo, is a local agency contracting under the Act; and

WHEREAS, In Resolutions 2003-23 and 2014-31, the County of Inyo previously established the amount of Inyo County’s employer contributions for its employees and annuitants; and

WHEREAS, the Inyo County Board of Supervisors desires to rescind and replace Resolutions 2003-23 and 2014-31, and change the amount of the employer’s contribution for employees and annuitants to be equal.

NOW, THEREFORE, BE IT RESOLVED by the Inyo County Board of Supervisors as follows:

1. The employer’s contribution for each employee shall be as set forth below:

Code: Bargaining Unit (Current Employees):	Contribution Per Month:
001 – Inyo County Employees Association	100% of the maximum premium amount for basic family coverage under the PERS Gold and Blue Shield EPO health plans. 75 % of the maximum premium amount for the basic family coverage under the PERS Platinum health plan.
002 – Deputy Sheriffs Association	80% of the maximum premium amount for the basic family coverage under the PERS Platinum, PERS Gold and PORAC and Blue Shield EPO health plans.
004 – Inyo County Employees Association CPAR	100% of the maximum premium amount for basic family coverage under the PERS Gold and Blue Shield EPO health plans. 75 % of the maximum premium amount for the basic family coverage under the PERS Platinum health plans.
005 – Elected Officials Assistants Association	100% of the maximum premium amount for basic family coverage under the PERS Gold and Blue Shield EPO health plans. 75 % of the maximum premium amount for the basic family coverage under the PERS Platinum health plans.
006 – Law Enforcements Administrators Association	80% of the maximum premium amount for the basic family coverage under the PERS Platinum, PERS Gold and PORAC health plans.
007 – Elected, Appointed,	100% of the maximum premium amount

Unrepresented/Management	for basic family coverage under the PERS Gold and Blue Shield EPO health plans. 75 % of the maximum premium amount for the basic family coverage under the PERS Platinum health plans.
008 – Correctional Officers Association	100% of the maximum premium amount for basic family coverage under the PERS Gold and Blue Shield EPO health plans. 80% of the maximum premium amount for the basic family coverage under the PORAC health plan. 75 % of the maximum premium amount for the basic family coverage under the PERS Platinum health plan.
009 – Probation Peace Officers Association	100% of the maximum premium amount for basic family coverage under the PERS Gold and Blue Shield EPO health plans. 80% of the maximum premium amount for the basic family coverage under the PORAC health plan. 75 % of the maximum premium amount for the basic family coverage under the PERS Platinum health plan.
701 – Employee Association Non-PERS	80% of the maximum premium amount for basic single/employee only coverage under the PERS Platinum, Pers Gold, and Blue Shield EPO health plans.

2. The employer’s contributions for each annuitant shall be in the amount equal to the dollar value of greatest available benefit provided to the respective annuitant’s employee unit as set forth below:

Code: Bargaining Unit (Annuitants):	Contribution Per Month:
001 – Inyo County Employees Association	Up to 75% of the maximum premium amount for basic family coverage under the PERS Platinum health plan.
002 – Deputy Sheriffs Association	Up to 80% of the maximum premium amount for the basic family coverage under the PERS Platinum health plan.
004 – Inyo County Employees Association CPAR	Up to 75% of the maximum premium amount for basic family coverage under the PERS Platinum health plan.
005 – Elected Officials Assistants Association	Up to 75% of the maximum premium amount for basic family coverage under the PERS Platinum health plan.
006 – Law Enforcements Administrators Association	Up to 80% of the maximum premium amount for the basic family coverage under the PERS Platinum health plan.
007 – Elected, Appointed, Unrepresented/Management	Up to 75% of the maximum premium amount for basic family coverage under the PERS Platinum health plan.
008 – Correctional Officers Association	Up to 75% of the maximum premium

	amount for basic family coverage under the PERS Platinum health plan.
009 – Probation Peace Officers Association	Up to 75% of the maximum premium amount for basic family coverage under the PERS Platinum health plan.

PASSED AND ADOPTED on this ____ day of _____ 2024, by the Inyo County Board of Supervisors, County of Inyo, by the following vote:

AYES:
 NOES:
 ABSTAIN:
 ABSENT:

 Matt Kingsley, Chairperson
 Inyo County Board of Supervisors

ATTEST:

NATE GREENBERG
 Clerk of the Board

By: _____
 Darcy Ellis, Assistant