



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA

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

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

REGULAR MEETING

**November 5, 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, Assistant County Counsel Grace Weitz, 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: 325 N. Brewery St., Lone Pine, CA 93545. Agency Negotiators: Nate Greenberg, John-Carl Vallejo, Meaghan McCamman, Cathreen Richards, Amy Shepherd. Negotiating parties: Inyo County and Pravin Joshi. Under negotiation: price and terms of payment.
- 4) Public Employee Performance Evaluation – Pursuant to Government Code §54957 –** Title: County Counsel.

OPEN SESSION

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

10 A.M. 5) Pledge of Allegiance

6) Report on Closed Session as Required by Law

7) Introductions - The following new employees will be introduced to the Board:

- **Health & Human Services:** Emma Baker, Office Clerk; Gina Cook, Social Worker; and John C. Laux, Deputy Director of Behavioral Health.
- **Public Works:** Daniel Miller, Mechanic Trainee; Theran W. Mills, Parks Specialist; and Jose Rodriguez, Engineering Technician.

8) Employee Service Milestones - The Board of Supervisors will recognize employees who reached service milestones during the third quarter of 2024.

9) Public Comment Comments may be time-limited

10) County Department Reports

CONSENT AGENDA

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

11) Correction to Minutes of January 16, 2024 and Associated Board Order Clerk of the Board | Assistant Clerk of the Board

Recommended Action:

Authorize the Clerk of the Board to amend the minutes of the January 16, 2024 Board of Supervisors meeting, and associated Board Order, so that they include the names of the individuals appointed at that meeting to serve on the Inyo County Water Commission.

12) Approval of Minutes from the October 8, October 9, and October 15, 2024 Board of Supervisors Meetings Clerk of the Board | Assistant Clerk of the Board

Recommended Action:

Approve the minutes from the special Board of Supervisors meetings of October 8, 2024 and October 9, 2024 and the regular meeting of October 15, 2024.

13) Local Agency Technical Assistance Grant Phase 2-B Contract with Onward County Administrator | Scott Armstrong

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 Local Area

Technical Assistance Grant (Phase 2-B) in an amount not to exceed \$220,000 for the period of November 5, 2024 through January 25, 2025, and authorize the Chairperson to sign.

14) California Emerging Technologies Fund Digital Equity Best Practices Grant
County Administrator | Scott Armstrong

Recommended Action:

Approve the agreement between the County of Inyo and the California Emerging Technologies Fund (CETF) of Concord, CA to accept a CETF grant of \$20,000 to support County participation in the CETF Best Practices Check List Project Learning Community in Fiscal Year 2024-2025, effective upon signing through June 30, 2025, and authorize the County Administrative Officer to sign.

15) Indian Wells Valley Groundwater Authority Update and Authorization to Submit Amicus Letter
County Counsel | John Vallejo

Recommended Action:

Receive an update on the Indian Wells Valley Groundwater Authority, and authorize County Counsel to submit an amicus letter in support of the Indian Wells Valley Groundwater Authority's writ petition.

16) Assessment Appeals Board Formation
County Counsel | John Vallejo

Recommended Action:

Approve Ordinance 1311 titled, "An Ordinance of the Board of Supervisors, County of Inyo, State of California Creating Chapter 3.25 of the Inyo County Code Establishing the Inyo County Local Assessment Appeals Board and Modifying Section 3.28.030 of the Inyo County Code to Replace the References to the Local Board of Equalization with References to the Assessment Appeals Board."

17) Payment Authorization for Invoice from Crestwood Behavioral Health
Health & Human Services | Anna Scott

Recommended Action:

Authorize payment to Crestwood Behavioral Health for prior-year invoice in the amount of \$23,630.

18) Agreement Between County of Inyo and Precision Civil Engineering for the Provision of Professional Services Related to the REAP 2 Grant - Zoning and General Plan Design Standards Review
Planning Department | Danielle Visuano
10 minutes (5min. Presentation / 5min. Discussion)

Recommended Action:

Approve the contract between the County of Inyo and Precision Civil Engineering, Inc. for the provision of planning services in the amount not to exceed \$209,000 for the period of November 5, 2024 to December 31, 2025 and authorize the Chairperson to sign.

19) Filling of Vacancies on Northern Inyo Airport Advisory Committee

Public Works | Ashley Helms

Recommended Action:

Reappoint Mike Patterson and Peter Tracy, and appoint Harivanden P. Bhakta, each to a four-year term on the Northern Inyo Airport Advisory Committee, ending October 31, 2028.

20) Special Event Fee Waiver for Alabama Gates Event at Spainhower Park on November 16, 2024

Public Works | Jorge Briceno

Recommended Action:

Approve the Special Event fee waiver for Sierra Forever of Bishop, CA to hold an event at Spainhower Park on November 16, 2024, from 3-5 p.m.

21) Authorization for Recycling & Waste Management to Purchase a New Caterpillar Excavator

Public Works - Recycling & Waste Management | Cap Aubrey

Recommended Action:

- A) Declare Quinn Company of Lancaster, CA a sole-source provider of a new 2024 303.5 Excavator; and
- B) Authorize the issuance of a purchase order in an amount not to exceed \$89,572 payable to Quinn Company of Lancaster, CA for a new 2024 303.5 Excavator.

22) Agreement with Tartaglia Engineering

Public Works | Ashley Helms

Recommended Action:

Approve the agreement between the County of Inyo and Tartaglia Engineering of Pismo Beach, CA for the provision of Airport Engineering Services in an amount not to exceed \$114,800 for the period of November 5, 2024 through June 30, 2026, or until project completion, and authorize the Chairperson to sign.

23) Purchase of Full-Size 4x4 Seven-Passenger Vehicle

County Administrator | Miquela Beall

Recommended Action:

- A) Declare Jim Charlon Ford of Ridgecrest, CA a sole-source provider of a full-size 4x4 seven-passenger vehicle; and
- B) Authorize the issuance of a purchase order in an amount not to exceed \$76,239.84.

REGULAR AGENDA - MORNING

24) Budget Amendment and Amendment No. 1 to the Contract between the County of Inyo and Meyer Land Surveying of Oak Hills, CA

Public Works | Michael Errante

2 minutes

Recommended Action:

- A) Amend the Fiscal Year 2024-2025 Public Works Budget 011500 as follows: increase appropriation in Professional Services, Object Code 5265, by \$55,692.00 (*4/5ths vote required*);
- B) Amend the Fiscal Year 2024-2025 Maintenance Building & Grounds Budget 011100 as follows: decrease appropriation in Salaried Employees, Object Code 5001, by \$55,692.00 (*4/5ths vote required*); and
- C) Approve Amendment No. 1 to the contract between the County of Inyo and Meyer Land Surveying of Oak Hills, CA, increasing the contract to an amount not to exceed \$175,692.00 and extending the term end date from December 31, 2024 to June 30, 2026, and authorize the Chairperson to sign.

25) 2023 Inyo County Crop and Livestock Report

Agricultural Commissioner | Nathan Reade

30 minutes (20min. Presentation / 10min. Discussion)

Recommended Action:

Receive presentation on the 2023 Inyo County Crop and Livestock Report.

26) School Safety Month Update

County Administrator - Emergency Services | Mikaela Torres

15 minutes

Recommended Action:

Receive presentation on School Safety Month.

LUNCH

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

REGULAR AGENDA - AFTERNOON

28) Updated County Grant Guidelines

Board of Supervisors | Nate Greenberg, Darcy Ellis

15 minutes (5min. Presentation; 10min. Discussion)

Recommended Action:

Review and approve updated guidelines for the Community Project Sponsorship Program and new guidelines for County Marketing grants and the Grants-in-Support program.

29) Appointment of a County Financial Evaluation Officer

County Counsel | John Vallejo
10 minutes

Recommended Action:

- A) Approve Resolution No. 2024-36, titled, "Resolution of the Board of Supervisors, County of Inyo, State of California, Appointing The Child Support Services Director As The County Financial Evaluation Officer Pursuant to Government Code Section 27750," and authorize the Chairperson to sign; and
- B) Designate a team to perform the County-Court consultation as provided for by Penal Code Section 987.2(b).

30) Nominations for California State Association of Counties Representatives

Board of Supervisors | Assistant Clerk of the Board
3 minutes

Recommended Action:

Nominate from among Board of Supervisors members a director and alternate to serve on the California State Association of Counties (CSAC) Board of Directors for year 2024-2025.

ADDITIONAL PUBLIC COMMENT & REPORTS

31) Public Comment

Comments may be time-limited

32) Board Member and Staff Reports

Receive updates on recent or upcoming meetings and projects



COUNTY OF INYO

PERSONNEL DEPARTMENT

P. O. Box 249, Independence, California 93526

760-878-0377

760-878-0465 (Fax)

MEMORANDUM

To: Department Heads

From: Jayme Westervelt, Personnel Analyst

Date: October 10, 2024

Re: Employee Service Awards for 3rd Quarter 2024

The following employees will be recognized for their service to the County of Inyo, at the Board of Supervisors Meeting on Tuesday, November 5th at 10:00 am. **Please make sure to invite your employees to attend the Board of Supervisors meeting (in person) to be recognized.**

Name	Hire Date	Years of Service	Department Head
Patricia Wilder-Barton	08/01/99	25	Nate Greenberg
Jeffrey Thomson	08/22/99	25	Nate Greenberg
Melissa Best-Baker	08/23/99	25	Anna Scott
Lauri Harner	09/01/99	25	Stephanie Rennie
Riannah Reade	08/01/04	20	Stephanie Rennie
Rusty Huerta	08/16/09	15	Amy Shepherd
Morgan Maillet	09/01/09	15	Thomas Hardy
Jaclyn Sharer	01/24/19	5	Thomas Hardy
Kathryn Chaplin	07/25/19	5	Nancy Masters
Erika Jayne Hall	07/25/19	5	Nancy Masters
Fernando Gutierrez-Crespo	08/08/19	5	Stephanie Rennie
Daniel Armogida	09/05/19	5	Stephanie Rennie
Joslyn Cash	09/05/19	5	Stephanie Rennie
Kelsey Ditty	09/05/19	5	Michael Errante



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DARCY ELLIS

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

November 5, 2024

Reference ID:
2024-830

Correction to Minutes of January 16, 2024 and Associated Board Order

Clerk of the Board

ACTION REQUIRED

ITEM SUBMITTED BY

Clerk of the Board

ITEM PRESENTED BY

Assistant Clerk of the Board

RECOMMENDED ACTION:

Authorize the Clerk of the Board to amend the minutes of the January 16, 2024 Board of Supervisors meeting, and associated Board Order, so that they include the names of the individuals appointed at that meeting to serve on the Inyo County Water Commission.

BACKGROUND / SUMMARY / JUSTIFICATION:

On January 16, 2024, the Board reappointed Robert Dan Berry to a four-year term on the Inyo County Water Commission ending December 31, 2027 and appointed Victoria Glinskii to a four-year term on the Commission ending December 31, 2027.

However, the minutes from the meeting mistakenly include the Department's recommendation rather than the Board's action: "Moved by Supervisor Roeser and seconded by Supervisor Marcellin to consider the Letters of Interest received and appoint two Water Commissioners each to four-year terms ending December 31, 2027. Motion carried unanimously."

Staff apologizes for the mix-up and oversight and requests permission to amend the minutes and associated Board Order to state instead: "Moved by Supervisor Roeser and seconded by Supervisor Marcellin to reappoint Robert Dan Berry to a four-year term on the Inyo County Water Commission ending December 31, 2027 and appoint Victoria Glinskii to a four-year term on the Commission ending December 31, 2027. Motion carried unanimously."

FISCAL IMPACT:

There are no fiscal impacts associated with this agenda item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could decline to approve the amendments, however this is not recommended as the record needs to reflect the full action taken by the Board.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Not Applicable

APPROVALS:

Darcy Ellis	Created/Initiated - 10/18/2024
Darcy Ellis	Approved - 10/18/2024
Nate Greenberg	Final Approval - 10/25/2024

ATTACHMENTS:

1. Jan. 16. 2024 Board Minutes - Proposed Amendment
2. Board Order - Jan. 16, 2024 Water Dept. Commission Appointments - Proposed Amendment

MINUTES



County of Inyo Board of Supervisors

January 16, 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 January 16, 2024, in the Board of Supervisors Room, County Administrative Center, Independence, with the following Supervisors present: Chairperson Matt Kingsley, presiding, Scott Marcellin, Matt Kingsley, 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 Roeser recessed open session at 8:32 a.m. to convene in closed session with all Board members present to discuss the following item(s): No. 2 **Conference with County's Labor Negotiators – Pursuant to Government Code §54957.6** – Regarding employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Nate Greenberg, Assistant County Administrator Sue Dishion, Deputy Personnel Director Keri Oney, County Counsel John-Carl Vallejo, Assistant County Counsel Christy Milovich, and Senior Budget Analyst Denelle Carrington; and No. 3 **Conference with Legal Counsel - Existing Litigation - Pursuant to paragraph (1) of subdivision (d) of Government Code §54956.9** – *County of Inyo v. Los Angeles Department of Water and Power*, Inyo County Superior Court Case No. SICVCV 18-62064 (Eminent Domain-Independence); Case No. SICVCV 18-62065 (Eminent Domain-Lone Pine); and Case No. 18-62067 (Eminent Domain-Bishop).

Open Session

Chairperson Kingsley recessed closed session and reconvened the meeting in open session at 10:02 a.m. with all Board members present.

Report on Closed Session

County Counsel Vallejo reported that the Board met under Item Nos. 2 and 3 and that no action was taken during closed session required to be reported.

Pledge of Allegiance

Supervisor Griffiths led the Pledge of Allegiance.

Employee Service Recognition

The Board recognized the following employees who reached service milestones during the Fourth Quarter of 2023, many of whom were in attendance to receive their commemorative pins:

- Shane Scott, 20 years; Brian Howard, 20 years; Jessica Royal-Dews, 5 years; and Mike Atkins, 5 years – Sheriff's Department
- Mike Durbin, 15 years – District Attorney
- Eryn Clark, 10 years; Laura Coretz Barrientos, 10 years; Natalia Luque, 10 years; and Christina Bonanno, 5 years – Health & Human Services
- Chuck Baker, 5 years; Kody Nelson, 5 years; and Marjorie Chapman, 5 years – Public Works

Public Comment

Chairperson Kingsley asked for public comment related to items not calendared on the agenda and public comment was received from Lauralyn Hundley, an individual identified as "Joe," and Linda Chaplin.

<i>County Department Reports</i>	Public Works Director Mike Errante provided a brief update on the status of Mt. Whitney Portal Road repairs, noting the lower culverts are almost complete.
	Health & Human Services Director Anna Scott provided an update on the recently vacant Behavioral Health Director position and said the department is working to recruit an interim person for the position. Scott mentioned that Assistant HHS Director Gina Ellis will be working out of the Behavioral Health office to provide reception assistance to the public until the position is filled.
<i>Clerk of the Board – Approval of Minutes</i>	Moved by Supervisor Roeser and seconded by Supervisor Marcellin to approve the minutes from the regular Board of Supervisors meeting of January 9, 2024, and the special Board of Supervisors meeting of January 10, 2024. Motion carried unanimously.
<i>Clerk of the Board – Cancellation of Special Meeting</i>	Moved by Supervisor Roeser and seconded by Supervisor Marcellin to cancel the special meeting scheduled for Wednesday, February 7, 2024. Motion carried unanimously.
<i>County Administrator- Personnel – Social Worker IV Minimum Qualifications Change</i>	Moved by Supervisor Roeser and seconded by Supervisor Marcellin to approve the change to the minimum qualifications of the Social Worker IV position, consistent with the attached Job Description. Motion carried unanimously.
<i>HHS-First 5 – First 5 Children and Families Commission Appointments</i>	Moved by Supervisor Roeser and seconded by Supervisor Marcellin to: A) Appoint Mr. Alex Burciaga to an unexpired three-year term on the First 5 Commission ending December 5, 2024, and B) Appoint Mrs. Heather Carr to a new three-year term on the First 5 Commission ending December 5, 2026. Motion carried unanimously.
<i>Public Works – Clean California Local Grant Program Acceptance/ Reso. #2024-03</i>	Moved by Supervisor Roeser and seconded by Supervisor Marcellin to approve Resolution No. 2024-03, to: A) accept a Clean California Local Grant Program award in the amount of \$1,475,000; and B) authorize the Inyo County Public Works Director to execute agreements with the California Department of Transportation for the Inyo County Diaz Lake Welcoming & Beautification Project. Motion carried unanimously.
<i>Public Works- Recycling & Waste Management – Waste Hauler Maximum Rate Adjustments</i>	<p>Moved by Supervisor Roeser and seconded by Supervisor Marcellin to:</p> <ul style="list-style-type: none"> A) Ratify and approve the Consumer Price Index (CPI) adjustment of 6.5% to the portion of the Service Fee Maximum rates not associated with the tipping fees, effective January 1, 2024, in accordance with Franchise Agreements between the County of Inyo and contract waste haulers; and B) Adopt the new schedule of Maximum Charges for Waste Hauling Services for Areas A & B in Inyo County as presented in Exhibit A. <p>Motion carried unanimously.</p>
<i>Water Department – Water Commission Appointments</i>	<p>Moved by Supervisor Roeser and seconded by Supervisor Marcellin to consider the Letters of Interest received and appoint two Water Commissioners each to four-year terms ending December 31, 2027. Motion carried unanimously.</p> <p>PROPOSED AMENDMENT: Moved by Supervisor Roeser and seconded by Supervisor Marcellin to reappoint Robert Dan Berry to a four-year term on the Inyo County Water Commission ending December 31, 2027 and appoint Victoria Glinskii to a four-year term on the Commission ending December 31, 2027. Motion carried unanimously.</p>
<i>CAO – The Ferguson Group Contract Amendment No. 4/CSAC Grants Contract</i>	<p>The agenda item was moved from the Consent Calendar to the Regular Agenda for further discussion and Assistant CAO Meaghan McCamman explained that bringing the California State Association of Counties Grants Initiative into the fold will allow the County to plan and act on future grant opportunities more efficiently.</p> <p>Moved by Supervisor Orrill and seconded by Supervisor Griffiths to:</p> <ul style="list-style-type: none"> A) Ratify Amendment No. 4 to the contract between the County of Inyo and The

Ferguson Group (TFG), removing the Grant Services portion of the Scope of Work, reducing the monthly compensation from \$8,000 per month to \$5,000 per month effective January 1, 2024, removing travel reimbursement expenses, and extending the term end date from June 30, 2024 to June 30, 2025, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained; and

- B) Approve the three-way agreement between the County of Inyo and California State Association of Counties (CSAC) and The Ferguson Group (TFG) for the provision of Grant Services in an amount not to exceed \$50,000 for the period of February 1, 2024 - January 31, 2025, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

Motion carried unanimously.

*CAO-Personnel –
Code Compliance
Inspector/Approval of
Job Description*

The agenda item was moved from the Consent Calendar to the Regular Agenda for discussion. Assistant Personnel Director Keri Oney provided additional information on the proposed changes being made. CAO Greenberg and Assistant Personnel Director Oney responded to Board questions regarding where and how to contact the new Code Compliance Inspector once hired.

Moved by Supervisor Orrill and seconded by Supervisor Roeser to:

- A) Change the Authorized Strength in Administration by deleting one (1) Code Enforcement Officer at Range 68 (\$5,099 - \$6,195);
B) Change the Authorized Strength in the Planning Department by adding one (1) Code Compliance Inspector at Range 68 (\$5,099 - \$6,195);
C) Approve the Code Compliance Inspector job description; and
D) Approve the removal of the Code Enforcement Officer from Resolution No. 2023-41 titled, "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," and recognize the Code Compliance Inspector as an Inyo County Employees Association represented position.

Motion carried unanimously.

*Public Works-Parks &
Recreation –
Portuguese Joe
Campground
Reservation*

The agenda item was moved from the Consent Calendar to the Regular Agenda. Assistant Public Works Director John Pinkney said on-call emergency medical services was not an issue the previous year at the same event and he does not anticipate problems arising this time.

Moved by Supervisor Roeser and seconded by Supervisor Orrill to approve a request from Allan Johnson to reserve all campsites at Portuguese Campground, Thursday, October 10, 2024, through Sunday, October 13, 2024. Motion carried unanimously.

*Public Works –
Jail Administration
Remodel Project*

The agenda item was moved from the Consent Calendar to the Regular Agenda. Supervisor Orrill asked for clarification on the parapet cap and brought it to the attention of Public Works Director Mike Errante that the dollar amount on the Change Order needed correction and should be \$68,951.90. Errante said he would get this fixed and thanked her for bringing it to his attention.

Moved by Supervisor Orrill and seconded by Supervisor Roeser to authorize the Public Works Director to sign Change Order No. 2 for \$68,951.90 to Pagenkopp Construction, Inc. for additional scope-of-work on the Jail Administration Remodel Project. Motion carried unanimously.

*Board of Supervisors –
Committee
Appointments*

Moved by Supervisor Orrill and seconded by Supervisor Roeser to approve the 2024 Board of Supervisors committee assignments as recommended by the Chairperson, including the addition of an alternate position on the Inyo-L.A. Standing Committee and on the City of Bishop-County of Inyo Liaison Committee. Motion carried unanimously.

*Board of Supervisors –
Amargosa Basin
Presentation*

Friends of the Amargosa Basin Executive Director Cameron Mayer provided a presentation to the Board on efforts being made to create the Amargosa Basin National Monument. Friends President Susan Sorrells introduced retired University of Washington professor Daryl

Allen, who spoke about the Shoshone Education and Research Center field station and highlighted the geological uniqueness of the Amargosa Basin.

*CAO-Advertising
County Resources –
Film Commissioner
Written Report*

Film Commissioner Jesse Steele provided the Board with a written report and summary on local filming activity.

Chairperson Kingsley requested that the next report include more information on the permitting process for film activity then asked if there was anyone from the public wishing to speak. Public comment was given by an individual identified as “Joe.”

*Board of Supervisors –
Inyo National Forest
Report on 2024 Rose
Parade Participation*

Supervisor Roeser introduced the following Inyo National Forest crew members to the Board: Mt. Whitney District Ranger Taro Pusina, Wilderness and Trails Supervisor for the Mammoth Ranger District and Co-Director of the Region 5 Pack Stock Center of Excellence Michael Morse, and Fire Prevention Specialist Levi Ray.

Morse shared a video put together highlighting the Pack Stock Center of Excellence’s participation in the Tournament of Roses Parade in honor of Smokey Bear’s 80th birthday. Ray, who has also helped establish the Hot Shot Crew for the Inyo National Forest, was put in charge of building the float for the parade and shared more about the float crew and their preparations.

Board members thanked the Inyo National Forest employees for their hard work and said that it was truly an honor and privilege having Inyo represented in the Tournament of Roses Parade.

Attendance Change

Vice Chairperson Marcellin stepped in to run the meeting for Chairperson Kingsley at 12:02 p.m. so he could travel to a Rural County Representatives of California meeting.

*CAO –
Administration
Department
Restructure*

CAO Greenberg provided background information and explained the purpose of a proposed restructuring of the Administrative Department.

Supervisor Orrill asked for clarification and brought it to Board attention that the approval list for the item had not been routed through the Auditor-Controller.

In response, Auditor-Controller Amy Shepherd said that a brief review of this item would have prompted her request for additional information identifying the specific savings created by the restructuring and said she would have asked that the current Senior Budget Analyst Denelle Darrington be removed from the approval list as the changes will directly affect her salary.

Board members decided to delay the approval of the item presented so the Auditor-Controller could fully review it and requested that it be brought back to Board at the next meeting on February 6.

*CAO-Personnel –
Undersheriff/Personal
Services Contract*

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to:

- A) Ratify and approve the contract between the County of Inyo and Juan Martinez for the provision of personal services as the Undersheriff at Range 85SE, Step F, \$12,693 per month effective December 12, 2023, and authorize the Chairperson to sign, contingent on all appropriate signatures being obtained; and
- B) Direct staff to update the publicly available pay schedule accordingly.

Motion carried 4-0 with Supervisor Kingsley absent.

*CAO-Personnel –
Assistant Chief
Information Officer/
Personal Services
Contract*

Moved by Supervisor Griffiths and seconded by Supervisor Roeser to:

- A) Approve the contract between the County of Inyo and Abhilash Itharaju for the provision of personal services as the Assistant Chief Information Officer at Range 92, Step E, \$11,036 per month effective February 15, 2024, and authorize the Chairperson to sign;
- B) Approve the Job Description for the Assistant Chief Information Officer; and

C) Direct staff to update the publicly available pay schedule accordingly.
Motion carried 4-0 with Supervisor Kingsley absent.

<i>Recess/Reconvene</i>	Vice Chairperson Marcellin recessed the regular Board meeting for a break at 12:11 p.m. and reconvened at 12:26 p.m. with all Board members present except Supervisor Kingsley.
<i>CAO-Personnel – Management and Non- Represented/ Reso. #2024-04</i>	Moved by Supervisor Griffiths and seconded by Supervisor Orrill to approve Resolution No. 2024-04 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 Supersede any Prior Resolution Pertaining to that Subject to the Extent They are Inconsistent," and authorize the Chairperson to sign. Motion carried 4-0 with Supervisor Kingsley absent.
<i>CAO – ESCOG Update</i>	The Board received a presentation on the current projects and initiatives of the Eastern Sierra Council of Governments (ESCOG) from Executive Director of Regional Coordination Elaine Kabala.
<i>Attendance Change</i>	Supervisor Griffiths left the Board meeting at 1:18 p.m. to attend a scholarship presentation in Bishop.
<i>CAO – Regional Broadband Activities Update</i>	The Board received a presentation and update on Regional Broadband Activities from Regional Broadband Coordinator Scott Armstrong.
<i>Public Comment</i>	Vice Chairperson Marcellin asked for public comment related to items not calendared on the agenda and comment was received from Lauralyn Hundley.
<i>Board Member & Staff Reports</i>	CAO Greenberg said he has been working on Strategic Planning and attended the Search and Rescue Appreciation dinner. Supervisor Orrill said she attended an Eastern Sierra Transportation Authority meeting. Supervisor Marcellin said he attended the SAR dinner and mentioned that he was recently given the exciting news that he has a new grandchild on the way.
<i>Adjournment</i>	The Chairperson adjourned the meeting at 1:56 p.m. to 8:30 a.m. Tuesday, February 6, 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

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 16th day of January 2024 an order was duly made and entered as follows:

Water Department – Moved by Supervisor Roeser and seconded by Supervisor Marcellin to consider the Letters
Water Commission of Interest received and appoint two Water Commissioners each to four-year terms ending
Appointments December 31, 2027. Motion carried unanimously.

PROPOSED AMENDMENT: Moved by Supervisor Roeser and seconded by Supervisor Marcellin to reappoint Robert Dan Berry to a four-year term on the Inyo County Water Commission ending December 31, 2027 and appoint Victoria Glinskii to a four-year term on the Commission ending December 31, 2027. Motion carried unanimously.

<i>Routing</i>
CC Purchasing Personnel Auditor CAO Other: Water Dept. DATE: January 23, 2024

WITNESS my hand and the seal of said Board this 16th
Day of January, 2024



NATHAN GREENBERG
Clerk of the Board of Supervisors

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

By: _____



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

January 16, 2024

Reference ID:
2024-32

Water Commission Appointments

Water Department

ACTION REQUIRED

ITEM SUBMITTED BY

Holly Alpert, Water Director

ITEM PRESENTED BY

Holly Alpert, Water Director

RECOMMENDED ACTION:

Consider the Letters of Interest received and appoint two Water Commissioners each to four-year terms ending December 31, 2027.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Water Commission currently has two vacancies with a term ending December 31, 2023. The Assistant Clerk of the Board has advertised this vacancy in accordance with County policy. Prior to the application deadline, a Letter of Interest was received from Robert Dan Berry seeking re-appointment to the Commission to complete a four (4) year term of office ending December 31, 2027, and a Letter of Interest was received from Victoria Glinskii.

Mr. Nate Gratz declined to reapply. His service has been greatly appreciated.

FISCAL IMPACT:

Funding Source	General Fund / Non-General Fund / Grant Funded (list grant funding sources here)	Budget Unit	024102
Budgeted?	Yes	Object Code	
Recurrence	Ongoing Expenditure		
Current Fiscal Year Impact			
Water Commission stipends and travel expenses are budgeted and paid from the Water Department budget (024102).			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Not appoint a Commissioner at this time and re-advertise to fill the vacancies.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

ATTACHMENTS:

1. Letter of Interest - Dan Berry
2. Letter of Interest - Victoria (Vikki) Glinskii
3. Resume - Victoria Glinskii

APPROVALS:

Darcy Ellis	Created/Initiated - 1/11/2024
Holly Alpert	Approved - 1/11/2024
Darcy Ellis	Approved - 1/11/2024
Nate Greenberg	Final Approval - 1/11/2024

Dan Berry
400 Dominy Rd
Lone Pine, CA 93545

December 21, 2023

Jennifer Roeser
Chair, Inyo County Board of Supervisors
168 N. Edwards St
Independence, CA 93526

Dear Ms. Roeser,

I currently serve on the Inyo County Water Commission and would be honored to continue to serve. Approximately one year ago, I assumed a vacant position that expires on December 31, 2023. I am becoming quickly familiarized with the role and nuances of this unique commission. My effectiveness and understanding of this role continue to grow.

I have worked statewide in public agency risk management for over 20 years, serving Cities, Counties, Special Districts, and currently K-12 schools. My skills are in risk control, regulatory compliance, and insurance program administration; my expertise is troubleshooting and creating solutions for public agency challenges.

I am a fifth generation Inyo County resident, my mother's family settled in Lone Pine from Mexico in the 1860's. My wife, Julie and I were born and raised in Lone Pine. My remote position and Julie's flexible Registered Nurse schedule allowed us to return home three and half years ago with our four children to be near my parents.

I have a strong understanding of the history of water issues in the Owens Valley and California, my family has lived through the controversies and challenges. I do not have an agenda to serve in this position, I form conclusions based on facts and I work collaboratively with colleagues and clients on projects and initiatives on an ongoing basis. The foundation for effectively working together is civility and honesty.

Please consider re-appointing me to the position of Water Commissioner. I am a natural servant-leader; my background and experience as a parent, spouse, public and private sector employee and director provide me with the skills and temperament to effectively serve the people of Inyo County in this capacity.

Respectfully,

A handwritten signature in cursive script that reads "Dan Berry". The signature is written in dark ink and is positioned above the printed name.

Dan Berry

From: Vikki Glinskii <vikki@glinskii@gmail.com>

Sent: Monday, December 4, 2023 10:50 AM

To: Darcy Ellis <dellis@inyocounty.us>

Subject: Request for Appointment: Inyo County Water Commission

You don't often get email from vikki@glinskii@gmail.com. [Learn why this is important](#)

Dear Inyo County Board of Supervisors,

My name is Victoria (Vikki) Glinskii and I live at 805 Valley West Circle in Bishop. I would like to offer my skills and time to the Inyo County Water Commission. My expertise is in health management - and without appropriate and sustainable access to water, we cannot be a healthy community.

Helpful qualifications:

- Master's in Public Health from UC Berkeley (graduating this summer). Concentration in Health Policy & Management.
- Graduate Certificate in Health Management that emphasizes the complexities involved in health system reform, advancing equity, and being good stewards of scarce resources.
- Trained in GIS mapping (ArcGIS).
- Extensive research and data analysis experience, fluency in Excel.
- 14 years experience in the medical field working in organ donation (2009-2023).
- Rural work experience as co-founder and board member of Joe's Valley Fest nonprofit organization since 2015, whose mission is sustainable economic development.
- 10+ years of professional photography & videography experience.

Please let me know if I can offer any additional information. Thank you for your consideration!

All my best,
Vikki

VICTORIA (VIKKI) GLINSKII

vikkginskii@gmail.com | 858-401-3469

EDUCATION

UNIVERSITY OF CALIFORNIA, BERKELEY

Master of Public Health | Health Policy and Management Concentration | Winter 2023/2024

B.A. in Public Health | Focus on Health Policy and Management | May 2008

SUMMARY OF QUALIFICATIONS

- **Graduate Certificate of Health Management:** professional skills in applied managerial decision-making in the healthcare sector, including specialized knowledge and expertise in the understanding of organizational and financial structures within organizations and strategic planning and implementation.
- **Project Management:** knowledge of how to plan, execute, monitor and evaluate multiple concurrent projects, including creating and staying within evolving timelines and constrained budgets. Ability to work in a collaborative manner in a team setting and utilize cooperative problem solving. Proficient in team organization tools (e.g., Gantt chart).
- **Visual & Narrative Storytelling:** experienced in the creation of multimedia content for rural and international clients. Proficient in Adobe Suite and ArcGIS mapping.

EXPERIENCE

Course Facilitator, Organizational Behavior and Management

University of California, Berkeley / August 2023 - October 2023

This course is one of three required to earn a Graduate Certificate of Health Management through the Master's of Public Health program at UC Berkeley.

- Updated and edited all online course materials for graduate course in Organizational Behavior and Management, including syllabus, video tutorial content, tagged Adobe PDFs of readings, Google doc and excel workbooks, and the course site.
- Maintained timely, accurate and clear email communication with the teaching team and students.
- Hosted live online office hours via Zoom to provide additional depth to class lectures or readings, and answer student questions.
- Assessed student and teaching team feedback/experience after class completion to create/update 2024 classwork and materials.

Policy Analyst Intern, Office of Cannabis Management

Los Angeles County Department of Consumer and Business Affairs / August 2022 - May 2023

- Provided a public health lens to assist with formation of an equity-based commercial cannabis regulatory framework in unincorporated Los Angeles county.
- Interpreted results of data analysis for public health research, policy or practice by adding public health data into the final version of the Equity Assessment Report to provide information on how to best create an equity-based framework for regulation of legal cannabis businesses in unincorporated LA County, to combat structural bias and social inequities caused by racism.
- Advocated for political, social or economic policies and programs that will improve health in diverse populations by evaluating and adding a health equity lens to the Equity Assessment Report and Public Comment Survey.
- Assessed and appropriately predicted challenges that were and will be encountered in implementing the equity-based legal framework for cannabis business permitting and regulation in unincorporated LA County.
- Performed effectively on interprofessional teams with members from different professional backgrounds (with public health professionals representing only one type of team member).
- Applied methods of advocacy, such as coalition-building, persuasive communications (including via evolving technologies like social media) and negotiation with stakeholders to influence public health outcomes by producing informational content (video, email, newsletter) for public policy outreach and education and assisting in the creation and implementation of a community feedback live and virtual campaign.
- Lead team in creation and dissemination of a Public Comment Survey that provided the opportunity for vital public commentary, included as an addendum to the Equity Assessment Report.

Organ Allocation Coordinator, Procurement Department

Donor Network West / August 2009 - August 2023

- Served as a recognized expert in donor-matching, client relations and logistics at one of the highest performing organ procurement organizations in the U.S.
- Facilitated thousands of accurate and timely life-saving matches of available organs.
- Consistently communicated with clear, concise, and professional language as the intermediary between donor organs and recipients.
- Quickly and precisely synthesized vital donor clinical information for transplant surgeons.
- Efficiently coordinated travel and logistics for transplant surgeons and the organs.
- Mastered flexible, deadline-oriented problem solving for unpredictable issues.
- Substantial capacity to appropriately balance and organize a heavy, varied, and unforeseeable workload with many moving parts.
- Founding member of a company-wide Diversity, Equity & Inclusion Council (2020) to promote health equity in organ donation and better serve our diverse community of employees, donors and recipients.

Founder & Board Member

Joe's Valley Festival, Inc. / September 2015 - Present

The first 501c3 nonprofit climbing and community-focused festival in the U.S. with the mission to generate rural economic growth outside of the extraction industry in a resource limited environment. Recognized with the 2018 Economic Impact Award from the Utah Office of Outdoor Recreation.

- As Marketing Manager, produced and implemented a marketing program with zero budget to grow Festival participation from 50 to 500 and amplify Festival reach to over 10k annually (from August 2016 to January 2019).
- As Sponsorship Coordinator, created original sponsorship deck materials and increased revenue 4x as the main fundraiser for the annual Festival (from September 2015 - January 2020).

Head Photographer

Flash Foxy, Inc. / March 2016 - March 2022

- Hired, managed, and coordinated team of 7 photographers annually.
- Worked with event organizers and sponsors to create outreach campaigns.
- Created mentor/mentee program that fostered community and inclusivity by matching photographers to the athlete clinics they were photographing (e.g., trans to trans, BIPOC to BIPOC, non-binary to non-binary).

Founder & Partner

The RV Project, LLC / September 2012 - Present

Storytelling-based photo, video, and media production company

- Created compelling visual narrative content for companies including Red Bull, REI Co-op, The North Face, Adidas, Arc'teryx and Outside Magazine with combined video views reaching over 1 million and blog with 10,000+ pageviews per month
- Securely established a flexible work mindset with the ability to troubleshoot and adjust timelines on the fly while thriving in a myriad of environments – from the boardroom to a studio to a rock-climbing wall in Yosemite Valley

ADDITIONAL LEADERSHIP & SKILLS

- *Diversity, Equity, and Inclusion (DEI)*: Donor Network West Diversity, Equity & Inclusion Council (2020 - 2023); UCSF School of Medicine and Enact Leadership Diversity, Equity, and Inclusion Champion Training Certificate (2021)
- *Software*: Proficient in R Studio, Microsoft Office, Microsoft Outlook, Adobe Creative Suite, Zoom, ArcGIS (Geographic Information Systems) mapping.
- *Strategic Planning*: SWOT analysis, Gantt chart, PDSA (Plan, Do, Study, Act) cycles, Current State Assessment (Prioritization Matrix, Process Maps, Voice of the Customer, Fishbone Diagrams, Pareto Charts), Project Charter creation, logic modeling.

PROOF OF PUBLICATION

(2015.5 C.C.P.)

STATE OF CALIFORNIA,
COUNTY OF INYO

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

County of Inyo

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

December 2nd,
In the year of 2023

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

Dated at Bishop, California, on this
4th Day of December, 2023



Signature

This space is for County Clerk's Filing Stamp



**Proof of Publication of
Public Notice**

**NOTICE OF VACANCY
WATER COMMISSION
NOTICE IS HEREBY GIVEN**
that the Inyo County Board of
Supervisors is now accepting
letters of interest for two
four-year terms on the Inyo
County Water Commission,
ending December 31, 2027.
Letters of interest will be ac-
cepted until 5 p.m. on Tuesday,
December 11. Postmarks are
not accepted. Please submit
your request for appointment to
the Clerk of the Board of Su-
pervisors at P.O. Drawer N, In-
dependence, CA 93526 or del-
lis@inyocounty.us.
For more information, contact
the Clerk of the Board at (760)
878-0373 or the Inyo County
Water Department at (760)
878-0002. (IR 12.02, 2023
#21672)



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

November 5, 2024

Reference ID:
2024-813

Approval of Minutes from the October 8, October 9, and October 15, 2024 Board of Supervisors Meetings

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 special Board of Supervisors meetings of October 8, 2024 and October 9, 2024 and the regular meeting of October 15, 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 - 10/11/2024
Final Approval - 10/11/2024

ATTACHMENTS:

1. October 8, 2024 Draft Minutes - Special Meeting (Tecopa)
2. October 9, 2024 Draft Minutes - Special Meeting (Charleston View)
3. October 15, 2024 Draft Minutes

MINUTES



County of Inyo Board of Supervisors

October 8, 2024

The Board of Supervisors of the County of Inyo, State of California, met in special session at the hour of 3:02 p.m., on October 8, 2024, at the Hurlbut-Rook Community Center in Tecopa, with the following Supervisors present: Chairperson Matt Kingsley, presiding, Scott Marcellin, Jeff Griffiths, Jennifer Roeser and Trina Orrill. Also present: County Administrator Nate Greenberg, County Counsel John-Carl Vallejo, and Office Technician Hayley Carter.

Pledge of Allegiance Supervisor Kingsley led the Pledge of Allegiance.

Public Comment The Chairperson asked for public comment related to items not calendared on the agenda and there was no one wishing to speak.

County Department Reports Treasurer-Tax Collector Alisha McMurtrie announced that the 2024-2025 Secured Annual Property Tax Bills will be mailed out next week and answered Board member questions.

Assistant Director for Health & Human Services Gina Ellis provided information on Public Health flu clinics in the Tecopa area and said HHS Behavioral Health is revisiting plans to resume wellness-check clinics in Southeast County. Ellis said staff recently held a successful countywide Medi-Care workshop which was attended by several agencies, will plan similar events in the future, and thanked Assistant Clerk of the Board/Public Relations Liaison Darcy Ellis for support with advertising the events.

Assistant Sheriff Tim Bachman introduced recent hire Deputy Oliver Mora, provided information on the secured body scanner, which was recently purchased for the jail, and provided updates on work being done to upgrade the existing radio communications system.

Emergency Services Manager Mikaela Torres said she is working with HHS to assist individuals with access and functional needs in the event of an emergency and provided information for resources which can be accessed from the ReadyInyo website. Torres said she is looking for outreach opportunities in the Tecopa area, asked for public input, and provided contact information.

Supervisor Kingsley thanked the Board for meeting in Tecopa and had members introduce themselves.

Workshop The Board held a workshop on topics of interest in Southeast Inyo, as well as information on project updates from the following individuals and organizations:

- Southern Inyo Fire Protection District Board Member Robin Flinchum
- Friends of the Amargosa Basin Program Director Cameron Mayer
- Center for Biological Diversity Great Basin Director Patrick Donnelly
- Friends of the Amargosa Basin Program Director Mason Voehl
- Death Valley National Park Spokesperson/Management Analyst Abby Wines

Chairperson Kingsley asked if there were any other interested parties who would like to provide updates and information was provided by Superintendent for Death Valley Unified School District Jim Copeland, Regional Broadband Coordinator Scott Armstrong, and Susan Sorrells.

Public Comment Public comment was made by Supervisor Roeser and Spencer McNeal.

***Clerk of the Board –
Approval of Minutes***

Moved by Supervisor Griffiths and seconded by Supervisor Roeser to approve the minutes from the regular Board of Supervisors meeting of October 1, 2024. Motion carried unanimously.

***CAO-Personnel –
Retiree Health
Insurance Changes/
Reso. #2024-34***

Moved by Supervisor Griffiths and seconded by Supervisor Roeser to approve Resolution No. 2024-34, titled, "Fixing the Employer Contribution Under the Public Employees' Medical and Hospital Care Act at an Equal Amount for Employees and Annuitants," and authorize the Chairperson to sign. Motion carried unanimously.

***CAO-Emergency
Services –
Genasys Emergency
Management System
Workshop***

Emergency Services Manager Torres and Assistant Sheriff Bachman provided information and answered questions on the Genasys Emergency Management System EVAC and ALERT Platforms. Bachman said the "go live" date is set for October 17 but feels confident the tool could be used at present and in the event of an emergency.

***Board of Supervisors –
Ryan Historic District
Letter of Support***

Moved by Supervisor Roeser and seconded by Supervisor Marcellin to approve and authorize the Chairperson to sign a letter of support for the National Register of Historic Places Nomination for Ryan Historic District. Motion carried unanimously.

***CAO –
Update on Tecopa and
Charleston View
Proposed Fire Stations***

CAO Greenberg reported on the status of proposed fire stations for the communities of Tecopa and Charleston View and, with the assistance of Planning Director Cathreen Richards and Planning Assistant Cynthia Draper, answered audience and Board questions. Greenberg said the objective is to break ground for both stations within the next year.

***Treasurer-Tax
Collector –
Chapter 8 Sale of Tax-
Defaulted Property to
the County of Inyo***

Moved by Supervisor Roeser and seconded by Supervisor Orrill to:

- A) Approve the sale of the tax-defaulted parcels located in southern Inyo County, more specifically, Tecopa, CA and the Charleston View area, listed on Exhibit "A" of the Agreement, to the County of Inyo for the price of \$6,436.68;
- B) Authorize the chairperson to execute the agreement and return it to the Treasurer-Tax Collector for transmittal to the State Controller.

Motion carried unanimously.

***Board Member & Staff
Reports***

Chairperson Kingsley introduced the following County staff who were in attendance: Environmental Health Director Jerry Roeser, Assistant Public Works Director Cap Aubrey, Technical Building Official Tyson Sparrow, Assistant CAO Denelle Carrington, Deputy CAO Meaghan McCamman, Assistant Personnel Director Keri Oney, and Engineering Assistant Cherish Hegi.

Treasurer-Tax Collector Alisha McMurtrie invited attendees to participate in a public meeting tomorrow afternoon at the Community Center to discuss the proposed Inyo County business permit and Microenterprise Home Kitchen Operations (MEHKOs).

Chairperson Kingsley provided information on the Board of Supervisors meeting scheduled for tomorrow morning in Charleston View.

Public Comment

Chairperson Kingsley asked for public comment related to items not calendared on the agenda and comment was received from Southern Inyo Fire Protection Interim Fire Chief Larry Levy, Tecopa Hot Springs Resort and Campground Concessionaire Paul Barnes, and Susan Sorrells.

Adjournment

The Chairperson adjourned the meeting at 5:20 p.m. to 10:00 a.m. Wednesday October 9, 2024, at the St. Therese Mission Catholic Church Orange Room in Charleston View.

Chairperson, Inyo County Board of Supervisors

*Attest: NATE GREENBERG
Clerk of the Board*

by: _____
Darcy Ellis, Assistant

DRAFT

MINUTES



County of Inyo Board of Supervisors

October 9, 2024

The Board of Supervisors of the County of Inyo, State of California, met in special session at the hour of 10:01 a.m., on October 9, 2024, at the St. Therese Mission Catholic Church Orange Room in Charleston View, with the following Supervisors present: Chairperson Matt Kingsley, presiding, Scott Marcellin, Jennifer Roeser and Trina Orrill. Also present: County Administrator Nate Greenberg and Office Technician Hayley Carter. Absent: Supervisor Jeff Griffiths and County Counsel John-Carl Vallejo.

Pledge of Allegiance Chairperson Kingsley led the Pledge of Allegiance.

Introductions Chairperson Kingsley thanked the Board for meeting in Charleston View and had fellow Supervisors, the CAO, and the following staff in attendance introduce themselves: Office Technician Hayley Carter, Treasurer-Tax Collector Alisha McMurtrie, Planning Associate Cynthia Draper, Clerk-Recorder Danielle Sexton, Planning Director Cathreen Richards, Environmental Health Director Jerry Oser, Technical Building Official Tyson Sparrow, Sheriff's Community Relations Liaison Lindsay Stine, Assistant Personnel Director Keri Oney, Emergency Services Manager Mikaela Torres, Assistant Sheriff Tim Bachman, Assistant CAO Denelle Carrington, Assistant Director for Health & Human Services Gina Ellis, and Regional Broadband Coordinator Scott Armstrong. Kingsley also introduced District 5 candidates Dan Berry and Will Wadelton.

Public Comment The Chairperson asked for public comment related to items not calendared on the agenda and comment was received from Stephen McNeal, Charleston View resident "Mike," Jim Copeland, Spencer McNeal, and several other unidentified attendees.

County Department Reports Sheriff's Office Community Relations Liaison Lindsay Stine introduced herself, explained her role within the Sheriff's Department, and provided information on community events.

Assistant Director for Health & Human Services Gina Ellis provided information on Public Health flu clinics in the Charleston View area.

Emergency Services Manager Mikaela Torres provided information on reporting property damages in the event of a natural disaster and announced an upcoming photo contest. Torres said she is looking for outreach opportunities in the Charleston View area, asked for public input, and provided contact information.

Clerk-Recorder Danielle Sexton provided elections updates and information on ballot drop-off locations.

***CAO-Emergency Services –
Genasys Emergency Management System Workshop***

Emergency Services Manager Torres and Assistant Sheriff Bachman provided information and answered questions on the Genasys Emergency Management System EVAC and ALERT Platforms.

***Planning Department –
Bonanza Peak Solar Project***

The Board received a presentation from Director of Permitting for the Bonanza Peak Project Stephanie Lauer on a proposed 500MW solar photovoltaic energy generation project in the Charleston View area.

Chairperson Kingsley asked if there was anyone wishing to provide public comment and

discussion ensued with several unnamed attendees voicing a range of questions and concerns related to the project.

Planning Director Cathreen Richards reminded attendees that there will be additional opportunities for public input at community meetings, as this is a requirement of the California Environmental Quality Act (CEQA) approval process.

**CAO –
Update on Tecopa and
Charleston View
Proposed Fire Stations**

CAO Greenberg reported on the status of proposed fire stations for the communities of Tecopa and Charleston View and noted the County's recent acquisition of parcels for those projects. Greenberg said that the County team, which consists of employees from multiple departments including Planning, Environmental Health, Building & Safety, Public Works, and Administration, are currently working with the Southern Inyo Fire Protection District (SIFPD) on a preliminary plan to identify the needs of the fire department and said that the objective is to break ground for both stations within the next year.

Chairperson Kingsley asked if there was anyone from the public wishing to provide comment and comment was received from Spencer McNeal, Stephen McNeal, and several unidentified attendees.

Some of the discussion between staff and residents indicated concern regarding the type of structure to be built and whether members of the SIFPD will ultimately have a say in the initial planning process. CAO Greenberg explained that the County is taking the lead on the project in order to provide the required matching funds, which it would do by contributing in-kind services and said this will ensure that the full dollar amount of the grant award can be put directly to construction costs, rather than to fund the required match.

Board members emphasized their support of CAO Greenberg's approach and for time and effort spent securing funding for the project.

Public Comment

Chairperson Kingsley asked for public comment related to items not calendared on the agenda and comment was received from Stephen McNeal and Interim SIFPD Fire Chief Larry Levy.

Adjournment

The Chairperson adjourned the meeting at 12:12 p.m. to 8:30 a.m. Tuesday, October 15, 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*

MINUTES



County of Inyo Board of Supervisors

October 15, 2024

The Board of Supervisors of the County of Inyo, State of California, met in regular session at the hour of 8:33 a.m., on October 15, 2024, in the Board of Supervisors Room, County Administrative Center, Independence, with the following Supervisors present: Vice Chairperson Scott Marcellin, presiding, 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. Absent: Supervisor Kingsley.

<i>Closed Session</i>	The Vice Chairperson asked for public comment related to closed session items and there was no one wishing to speak.
<i>Public Comment</i>	
<i>Closed Session</i>	County Counsel Vallejo announced that Item No. 2 would be pulled from the agenda for review at a later date, and the Vice Chairperson recessed open session at 8:33 a.m. to convene in closed session with all Board members present except Supervisor Kingsley to discuss the following item: 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.
<i>Open Session</i>	Vice Chairperson Marcellin recessed closed session and reconvened the meeting in open session at 10:03 a.m. with all Board members present except Supervisor Kingsley.
<i>Pledge of Allegiance</i>	Supervisor Roeser led the Pledge of Allegiance.
<i>Report on Closed Session</i>	County Counsel Vallejo reported that the Board met under Item No. 3 and no action was taken during closed session that is required to be reported.
<i>Public Comment</i>	The Vice Chairperson asked for public comment related to items not calendared on the agenda and public comment was received from Lauralyn Hundley and Trevor Warner.
<i>Public Works – Jail Admin. Remodel Project</i>	Moved by Supervisor Roeser and seconded by Supervisor Orrill to approve Change Order 4 to the contract between the County of Inyo and Pagenkopp Company, Inc. of Big Pine, CA, increasing the total contract value to \$435,379.89, and authorize the Public Works Director to sign. Motion carried 4-0 with Supervisor Kingsley absent.
<i>Change Order 4</i>	
<i>HHS-Health & Prevention – Tobacco Control Program Contract</i>	Moved by Supervisor Roeser and seconded by Supervisor Orrill to ratify and approve the agreement between the County of Inyo and the California Department of Public Health of the State of California for the provision of operation of the local Tobacco Control Program in an amount not to exceed \$300,000 for the period of July 1, 2024 through June 30, 2025, and authorize the Health & Human Services Director or appointed designee to sign the Allocation Agreement CTCP-21-14 and quarterly Prospective Payment Invoices. Motion carried 4-0 with Supervisor Kingsley absent.
<i>HHS-Social Services – Resource Family Approval Legal</i>	Moved by Supervisor Roeser and seconded by Supervisor Orrill to ratify and approve the Standard Agreement between the County of Inyo and California Department of Social Services for the provision of legal consultation and legal representation in administrative

***Representation
Agreement***

action appeals associated with the Resource Family Approval program for no cost for the period of July 1, 2024, to June 30, 2027, and authorize the Chairperson to sign. Motion carried 4-0 with Supervisor Kingsley absent.

***CAO –
2024-2025 CARE
Court Funding
Agreement***

Moved by Supervisor Roeser and seconded by Supervisor Orrill to approve the 2024-2025 Community Assistance, Recovery and Empowerment (CARE) Court Funding Agreement and authorize the Assistant County Administrative Officer to sign. Motion carried 4-0 with Supervisor Kingsley absent.

***Public Works –
Walker Creek Bridge
Project Apparent Low
Bidder Disqualification***

Moved by Supervisor Roeser and seconded by Supervisor Orrill to:

- A) Find that, pursuant to Public Contract Code section 5103, the apparent low bidder for the Walker Creek Bridge Replacement Project, MWC Group, Inc. must be disqualified due to mathematical errors;
- B) Find that Steelhead Constructors JV of Redding, CA is the successful bidder for the project; and
- C) Direct the Public Works Director to develop for upcoming Board approval a contract with Steelhead Constructors JV for the Walker Creek Bridge Replacement Project.

Motion carried 4-0 with Supervisor Kingsley absent.

***CAO-Risk
Management –
Denial of Claim Against
the County***

Moved by Supervisor Roeser and seconded by Supervisor Orrill to:

- A) Deny the claim filed by County retiree Kelley Williams, related to alleged loss of retirement benefits, alleged unpaid overtime, and alleged penalties; and
- B) Direct the Risk Manager, in consultation with County Counsel, to send notice to the claimant of the denial.

Motion carried 4-0 with Supervisor Kingsley absent.

***CAO –
Bishop-Sunland,
Independence, and
Lone Pine Landfill
Purchases***

CAO Greenberg and County Counsel Vallejo explained that the landfill purchases will allow the County to deal directly with mandators and regulatory entities without having to go through a landlord, would streamline the process for updating permits, and create possible grant funding opportunities.

Supervisor Griffiths said that although he appreciates improved working relationships with the Los Angeles Department of Water and Power, he wishes it has not taken 10 years to get to this point and hopes to resolve additional land tenure challenges moving forward.

The Vice Chair asked if there was anyone from the public wishing to speak and comment was received from Trevor Warner.

Moved by Supervisor Roeser and seconded by Supervisor Griffiths to:

- A) Approve the Agreement of Purchase and Sale of Real Property and Escrow Instructions between the County of Inyo and the Los Angeles Department of Water and Power;
- B) Approve the Water Exchange Agreement between the County of Inyo and the Los Angeles Department of Water and Power;
- C) Approve the Amendment to the Agreement to Transfer the Lone Pine Town Water System;
- D) Approve the Amendment to the Agreement to Transfer the Independence Town Water System;
- E) Approve the Initial Study / Mitigated Negative Declaration applicable to the approvals of the above agreements and amendments; and
- F) Authorize the County Administrative Officer to sign the agreements and amendments and take all related necessary actions.

Motion carried 4-0 with Supervisor Kingsley absent.

***CAO –
Small Business
Resource Center
Federal Appropriation
Acceptance/
Reso. No. 2024-35***

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to approve Resolution No. 2024-35, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Approving the Acceptance of a Congressional Appropriation for Furniture, Fixtures, and Equipment for the Small Business Resource Center," and authorize the Chairperson to sign. Motion carried 4-0 with Supervisor Kingsley absent.

***County Counsel –
Creation of
Assessment Appeals
Board***

County Counsel introduced the item and along with the Assistant Clerk of the Board/Public Relations Liaison Darcy Ellis answered Board member questions.

Supervisor Orrill discussed the need to be thorough and not rush through the recruitment process.

CAO Greenberg said the second reading of the proposed ordinance is scheduled for November 5, and appointments to the Board could be made in December. Ellis said she would send out a Notice of Vacancy for the positions today to give ample time for individuals to apply.

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to waive further reading of the proposed ordinance titled, "An Ordinance of the Board of Supervisors, County of Inyo, State of California Creating Chapter 3.25 of the Inyo County Code Establishing the Inyo County Local Assessment Appeals Board and Modifying Section 3.28.030 of the Inyo County Code to Replace the References to the Local Board of Equalization with References to the Assessment Appeals Board," and schedule enactment for November 5, 2024 in the Board of Supervisors Chambers, County Administrative Center, Independence. Motion carried 4-0 with Supervisor Kingsley absent.

***Public Works –
LADWP Town Water
System Allotments
Invoice***

CAO Greenberg provided a background on the invoice and explained how questioned overages were disputed and memos created to document those corrections. Greenberg said resolving those issues will allow for cost savings, system improvements, and the possibility of future water conservation efforts to the Town Water system as a whole.

County Counsel supported Greenberg's views and said it could possibly lead to further discussion for how town water systems might operate in the future.

Supervisors thanked negotiators for work done to bring the cost of the invoice down by 60% and acknowledged recent progress on negotiations with the Los Angeles Department of Water & Power.

Moved by Supervisor Griffiths and seconded by Supervisor Roeser to:

- A) Amend the Fiscal Year 2024-2025 Water System Budget 152198 as follows: increase appropriation in Utilities Object Code 5351 by \$112,229; and
- B) Authorize payment to the Department of Water and Power of the City of Los Angeles, CA for prior-year invoices in the amount of \$112,229 for annual water allotment overages from 2002-2003 through 2022-2023.

Motion carried 4-0 with Supervisor Kingsley absent.

***Board Member & Staff
Reports***

Supervisor Roeser said she attended a Department of Fish and Wildlife meeting and thanked the DFW and constituents for their input. Roeser congratulated Assistant Clerk of the Board/Public Relations Liaison Darcy Ellis on her recent marriage.

Supervisor Orrill said she attended the DFW meeting and Board meetings in Tecopa and Charleston View. Orrill thanked Supervisor Roeser for her efforts with the DFW meeting, local organizations who have worked to set up recent candidate forums, and acknowledged Tecopa residents' show of support for current, soon-to-be retired District 5 Supervisor Matt Kingsley.

Supervisor Griffiths congratulated Ellis on her recent marriage and said he attended the meeting in Tecopa.

CAO Greenberg said he attended the southeast county Board meetings and one with the Southern Inyo Fire Protection District and County staff to discuss the fire house projects for Tecopa and Charleston View. Greenberg thanked Treasurer Tax-Collector Alisha McMurtrie for having the foresight to look into potential property site locations for those projects. Greenberg said he also met with the GIS team to discuss strategic planning.

Assistant Clerk of the Board/Public Relations Liaison Darcy Ellis announced that Southern California Edison just released a notification about a possible Public Safety Power Shutoff in the Bishop area Thursday due to high wind.

Supervisor Marcellin said he attended meetings in Tecopa and Charleston View as well as meetings with the Bishop Lions Club and Department of Fish and Wildlife and said he will be attending a Local Transportation Commission meeting tomorrow in Independence. Marcellin said there will be a retirement party for Supervisor Kingsley in Tecopa on November 15.

Recess/Reconvene

Vice Chairperson Marcellin recessed the regular meeting of the Board of Supervisors for a break at 11:05 a.m. and reconvened the meeting at 11:48 a.m. with all Board members present except Supervisor Kingsley

The Vice Chairperson adjourned the regular meeting of the Board of Supervisors and reconvened as the Capital Asset Leasing Corporation at 11:48 a.m. (Separate minutes.)

The Vice Chairperson adjourned the Capital Asset Leasing Corporation meeting and reconvened the regular meeting of the Board of Supervisors at 11:53 a.m. with all Board members present except Supervisor Kingsley.

Public Comment

Vice Chairperson Marcellin asked for public comment related to items not calendared on the agenda and there was no one wishing to speak.

Adjournment

The Vice Chairperson adjourned the meeting at 11:54 a.m. to 8:30 a.m. Tuesday, November 5, 2024, in the County Administrative Center in Independence.

Supervisors

Attest: *NATE GREENBERG*
Clerk of the Board

by: _____
Darcy Ellis, Assistant

Vice Chairperson, Inyo County Board of



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

November 5, 2024

Reference ID:
2024-739

Local Agency Technical Assistance Grant Phase 2-B 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 Local Area Technical Assistance Grant (Phase 2-B) in an amount not to exceed \$220,000 for the period of November 5, 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-B, the last of four phases in the 2-year grant.

The County posted a Request for Proposals (RFP) on July 19, 2024 on the Inyo County website and identified a budget of \$255,000 for this phase. The County also sent the RFP via email to 6 known companies that could reasonably conduct the design work. Responses to the RFP were due on August 23, 2024. Onward and Odiscom LLC, were the only respondents. The evaluation team reviewed the two responses and selected Onward as the winning bidder with 678 total points compared to Odiscom's 435 points. The Odiscom response was also deficient in its response to some critical response requirements. Additionally, while Odiscom quoted the cost of the design work at \$230,000, Onward's response indicated that they could satisfy all of our requirements and 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 last of four expected contracts in the two-year grant performance period	Sole Source?	No
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If Sole Source, provide justification below

Current Fiscal Year Impact
Up to \$500,000 for the current calendar year starting January 26, 2024, based on reimbursable work
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:

Thriving Communities | Community Facing Infrastructure Improvements

APPROVALS:

Scott Armstrong	Created/Initiated - 10/25/2024
Darcy Ellis	Approved - 10/25/2024
Scott Armstrong	Approved - 10/25/2024
Keri Oney	Approved - 10/28/2024
Aaron Holmberg	Approved - 10/28/2024
John Vallejo	Approved - 10/28/2024
Amy Shepherd	Approved - 10/28/2024
Nate Greenberg	Final Approval - 10/29/2024

ATTACHMENTS:

1. Onward Contract
2. Request for Proposals-2024-LATA-2B-Inyo Broadband Expansion Design
3. Onward Response - RFP-2024-LATA-2B Inyo Broadband Expansion Design

**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 November 5, 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 (Oct 23, 2024 10:51 PDT)

Signature

Nicolas Keeler

Print or Type Name

Dated: Oct 23, 2024

APPROVED AS TO FORM AND LEGALITY:

John-Carl Vallejo
John-Carl Vallejo (Oct 25, 2024 08:28 PDT)

County Counsel

APPROVED AS TO ACCOUNTING FORM:

Christie Martindale
Christie Martindale (Oct 24, 2024 10:44 PDT)

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

K. Oney

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

Ramon Hernandez

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: November 5, 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 a shapefile for the project area.

- **TIME IS OF THE ESSENCE FOR THIS SCOPE OF WORK.** All deliverables for this project, Phase 2-B, 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-B is below:

- Inyo-11-Charleston View
- Inyo-22-Glacier Lodge
- Inyo-24-Homewood Canyon
- Inyo-34-Rock Creek
- Inyo-38-Sandy Valley
- Inyo-39-Scotty's Castle
- Inyo-40-Seven Pines
- Inyo-44-Stewart Valley
- Inyo-47-Trona
- Inyo-51-Panamint Springs
- Inyo-52-Stovepipe Wells

Notes

- Designs for communities near Nevada should include design options for connectivity to middle-mile networks within California and to the California-Nevada border, with a description of the difference in construction costs where multiple options exist.
- Designs for communities near San Bernardino or Mono Counties should include design options for connectivity to middle-mile networks in those counties, with a description of the difference in construction costs where multiple options exist.
- Designs for communities along the route of the State's planned MMBN can assume that the middle-mile network will be in place.

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: November 5, 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.

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.

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: November 5, 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: November , 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.



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

County of Inyo Broadband Expansion Projects: Phase 2B

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-2B-Inyo*

Date Released:

July 19, 2024

Submittal Deadline:

August 23, 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 fourth of four phases (1-A, 1-B, 2-A and 2-B), each of which focus on several location-specific subprojects.

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 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.*

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 and a link to the map can be found at <https://middle-mile-broadband-initiative.cdt.ca.gov/pages/statewide-middle-mile-network-map>.

- 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-B, 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-B is below:

- Inyo-10-Cerro Gordo
- Inyo-11-Charleston View
- Inyo-22-Glacier Lodge
- Inyo-24-Homewood Canyon
- Inyo-34-Rock Creek
- Inyo-35-Round Valley
- Inyo-36-Rovana
- Inyo-38-Sandy Valley
- Inyo-39-Scotty's Castle
- Inyo-40-Seven Pines
- Inyo-44-Stewart Valley
- Inyo-47-Trona
- Inyo-51-Panamint Springs
- Inyo-52-Stovepipe Wells
- Inyo-53-Sage Flat
- Inyo-54-Zurich

Notes

- Designs for communities near Nevada should include design options for connectivity to middle-mile networks within California and to the California-Nevada border, with a description of the difference in construction costs where multiple options exist.

- Designs for communities near San Bernardino or Mono Counties should include design options for connectivity to middle-mile networks in those counties, with a description of the difference in construction costs where multiple options exist.
- Designs for communities along the route of the State's planned MMBN can assume that the middle-mile network will be in place.
- Round Valley and Rovana have several locations that are identified as "served" locations—design only to the individual or groups of unserved locations.²
- Zurich Census Blocks include Block IDs 060270005001075 and 060270005001079.

This is the fourth 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, excluding Sage Flat, Stovepipe Wells and Panamint Springs, 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 identify and verify eligible locations within census blocks are linked below. Where differences between the 20220824 Spreadsheet and any of the linked maps exist, please use the CPUC infrastructure map data.

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

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 **August 21, 2024, 4:30 p.m.** All

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.

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-B is **August 23, 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-2B-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](https://www.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-B. 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.



&



Response to Proposal
For

County of Inyo
Broadband Expansion Projects: Phase 2B

Request for Proposals (RFP)
RFP-2024-LATA-2B-Inyo

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1. Qualification Package



QUALIFICATIONS, EXPERIENCE, PRODUCTS & SERVICES

May 2023

onward

California's fastest fiber.



The internet isn't
equal. But it
should be.

At Onward, we're
taking a different
path. We believe
everyone should
have access to a
reliable, fast
connection at
affordable rates.

Get Connected.
Get Faster.
Get Onward.

Who We Are

BACKGROUND

Onward is a DBA of Inyo Networks, Inc., a California Licensed Exchange Carrier incorporated in 2009 and governed by the California Public Utilities Commission.

Onward is highly experienced in public-private partnerships, and designs, builds, operates and maintains publicly-owned broadband networks in more than 20 jurisdictions covering 3,000+ miles of fiber optic cable. Onward is a full-service broadband network development company providing tele-communications consulting, network engineering, facilities design, construction, and operational services. Onward specializes in end-to-end broadband network solutions that require turnkey implementation of engineering design, equipment and material procurement, installation and network turn up services.

Onward currently has more than 4,000 direct subscribers, and thousands more customers served through multiple ISPs on Onward's Open Access networks. Onward offers network management services to public and private broadband network owners, wholesale services to other network service providers, and competitive broadband services directly to commercial and residential end-users in California and Nevada. Among Onward's clients are global technology companies, including Google, AT&T, Apple, Frontier, PG&E, and Verizon, as well as federal, state and local governments. Onward currently manages the municipally-owned networks for several California cities, including Ontario, Culver City, Rancho Cucamonga, and Vallejo.

Onward has extensive experience designing, developing, and installing fiber infrastructure networks through public-private partnerships with cities and counties, ranging in size from small network expansions to major transport lines. Onward has agreements with carriers to provide circuits across California and Nevada, and maintains conduit lease agreements, Indefeasible Rights of Use Agreements (IRU), Network-to-Network Interfaces (NNI), and colocation agreements with carriers including AT&T, Verizon, Level 3, Frontier, and others.

Public Network Management

In 2020, Culver City selected Onward through an RFP process to design, construct and operate an expanded fiber optic network that leverages and grows existing city infrastructure. Onward will offer competitively priced gigabit Internet products for current and future business needs, with revenues shared with the City to achieve a return on investment.



CULVER CITY



Vandenberg Air Force Base

In 2017, Onward designed and constructed a \$2.5 million FTTH gigabit network for the housing at Vandenberg Air Force Base, reaching more than 1,000 homes. Onward manages the day-to-day sales and operations of the network and has achieved a take rate of 85%.

Public Benefit

Onward has transformed Ontario's network into a win-win partnership with revenues that are rising 163% per year.

In 2018, Onward entered a public-private partnership with the city of Rancho Cucamonga to initiate, operate, and manage a \$100 million City-owned gigabit network. Onward's sales teams work with residences and businesses to bring new subscribers onto the 15-mile ring network, and have achieved a 40% take rate in greenfield housing developments.



In 2023, Onward embarked on a significant venture by establishing a public-private partnership with the City of Hidden Hills. The objective was to collaboratively design, build, and operate a Fiber to the Home (FTTH) network, connecting 690 homes within the community. This groundbreaking FTTH network was designed to provide residents with a minimum symmetrical speed of 2 gigabits per second, setting a new standard for connectivity. Moreover, the network has the capacity to offer the entire community speeds of up to 10 gigabits per second, ensuring top-tier performance and meeting the evolving needs of the residents.

**Onward's 1 Gig entry into Vallejo
disrupted the market and
lowered the costs of doing
business in the City.**

**Competitive
Economy**

Open Access Network Design, Build & Management



At 583 miles, Digital 395 represents the largest California fiber infrastructure project to date. Completed in 2014, the project addressed a gap in the Eastern Sierras for high capacity middle-mile connectivity. The route predominately follows U.S. Highway 395, providing major transport between southern California and northern Nevada.

The Digital 395 project serves 36 communities, seven tribal reservations, two military bases, 26,000 households and 2,500 businesses. This includes 35 public safety entities, 47 schools, 13 libraries, two community colleges, two universities, 15 health care institutions, and 104 government entities.

Onward manages the project for the California Broadband Cooperative (CBC), a public-private partnership among local and state agencies, organized labor and for-profit companies. More information can be found at:

www.CBCCoop.com.



PRODUCTS & SERVICES



Competitive Pricing & Superior Speeds

Unlike the competition, Onward only offers its customers **SYMMETRICAL SPEEDS** - that means our customers get the same high speeds uploading data as they do downloading.

Because Onward has an extensive network of hubs, colocations, and data center connectivity, **1 Gigabit per second is our standard speed offering** - with the ability to easily obtain 10 Gb or even 100 Gb depending on customer need. Onward can offer the industry-standard "Burstable" speeds, with the capability of meeting top-tier speeds at the times customers need them, or "Dedicated" lines where speeds remain constant, typically for business customers with the need to transmit large data files.

Burstable		Dedicated	
Upload	Download	Upload	Download
1 Gb / sec 2 Gb / sec 5 Gb / sec	1 Gb / sec 2 Gb / sec 5 Gb / sec	1 Gb / sec 10 Gb / sec 100 Gb / sec	1 Gb / sec 10 Gb / sec 100 Gb / sec

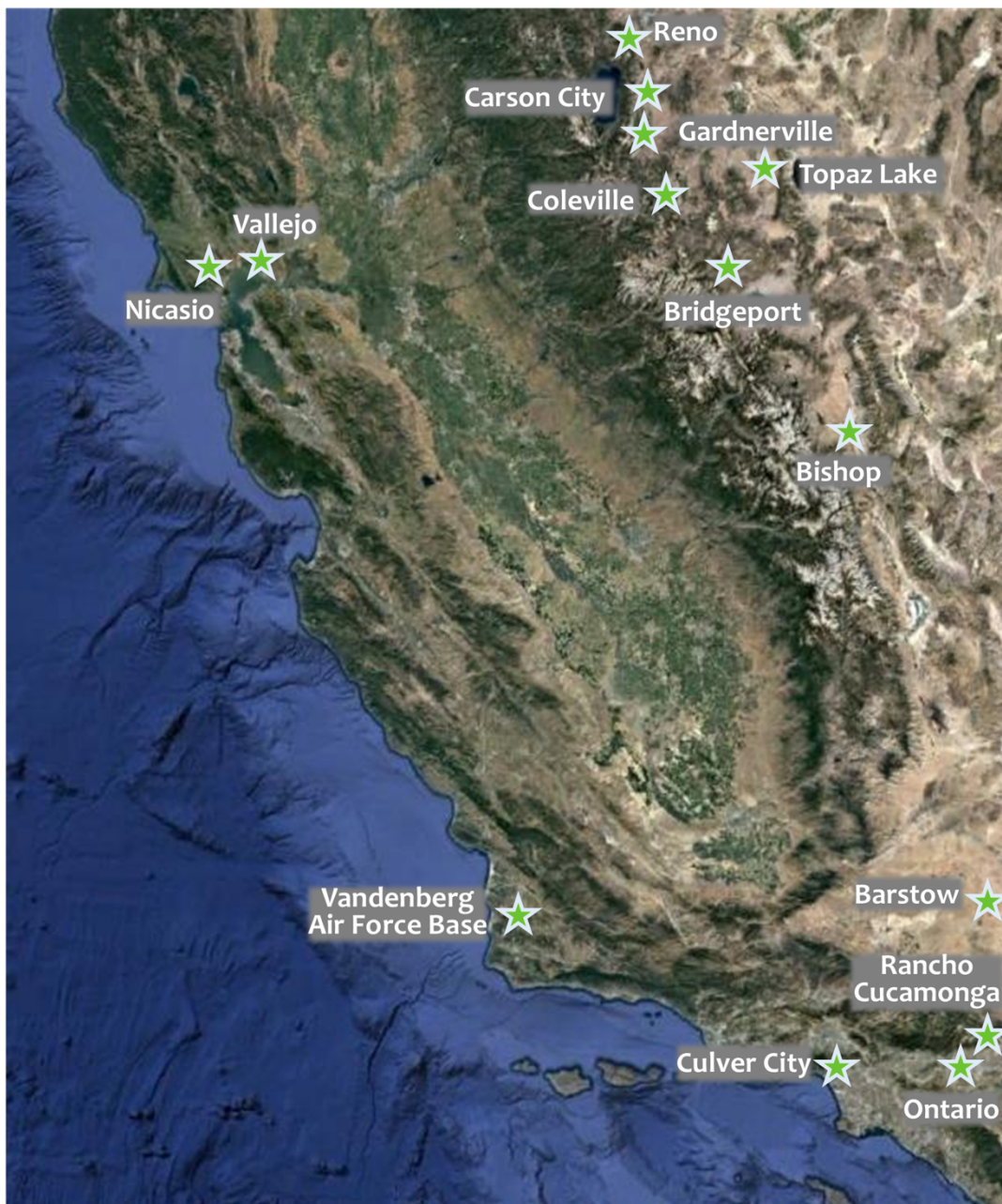
With superior speeds, Onward remains competitive in the marketplace by offering **affordable prices** - lower than AT&T, Comcast/Xfinity, Spectrum or Frontier. Pricing is tailored specific to each community and varies based on existing infrastructure, distances, new investment requirements, and/or partnership structure.

Onward uses an all fiber network
- no copper and none of
the limitations that come with it.

All Fiber
Network

MARKETS

Onward has more than **3,300 direct subscribers** for data, internet, and voice services, and manages Open Access networks with multiple ISPs that serve **nearly 30,000 additional users**. Onward also provides alternate access for major telecommunications carriers, including the top 3 wireless companies, as well as acting as a service provider for the Department of Defense.

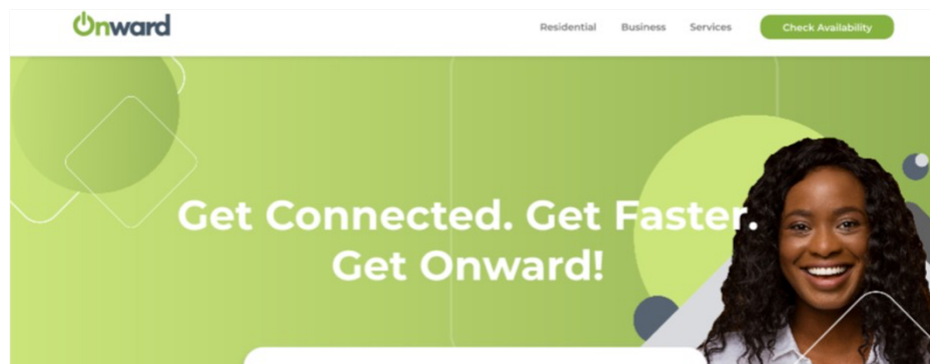


MARKETING & SALES

Onward collaborates closely with its partners to tailor a unique marketing strategy for each community it serves. Onward's successful marketing deploys an omni-channel campaign that puts boots on the ground in key demand areas, utilizes traditional, digital and social media advertising and geofencing, coordinates with local chambers of commerce, business and civic organizations, and implements a comprehensive customer service approach that builds trust, loyalty and referrals among its subscribers.

Marketing strategies are adapted and refined on an ongoing basis in consultation with Onward's partners, fueled by a comprehensive analytics dashboard that can be accessed by team members. Real-time data and trends on subscribers, revenues, products, and turnaround times for service connections allows Onward to adjust its advertising, internal processes and product mix in order to maximize new subscribers and improve the customer experience.

Onward has recently launched a completely revamped website which integrates a seamless user experience - all the way from getting an initial quote through sales, service requests and billing. The new website will include multiple communication mediums, which make it quick and easy for potential customers to learn about Onward's unique advantage.



Unique Strategies

Onward collaborates to tailor a unique marketing strategy that accounts for each community's assets, resources, needs and customers.

Onward's Marketing Foundation



NETWORK SUPPORT



24-7-365

**Onward
recognizes the
critical nature of
communications
networks for the
21st Century
economy,
and understands
that global
business
requires a
24-7 operation.**

Onward's 24-7 Service Assurance Network Operations Center (NOC) offers superior service in maintaining network quality, restoring network damages, and addressing end-user customer service needs. These systems are presently in place and support over nearly 3,000 miles of existing networks and circuits, with thousands of residential, commercial, governmental and (other telecom) industry customers.

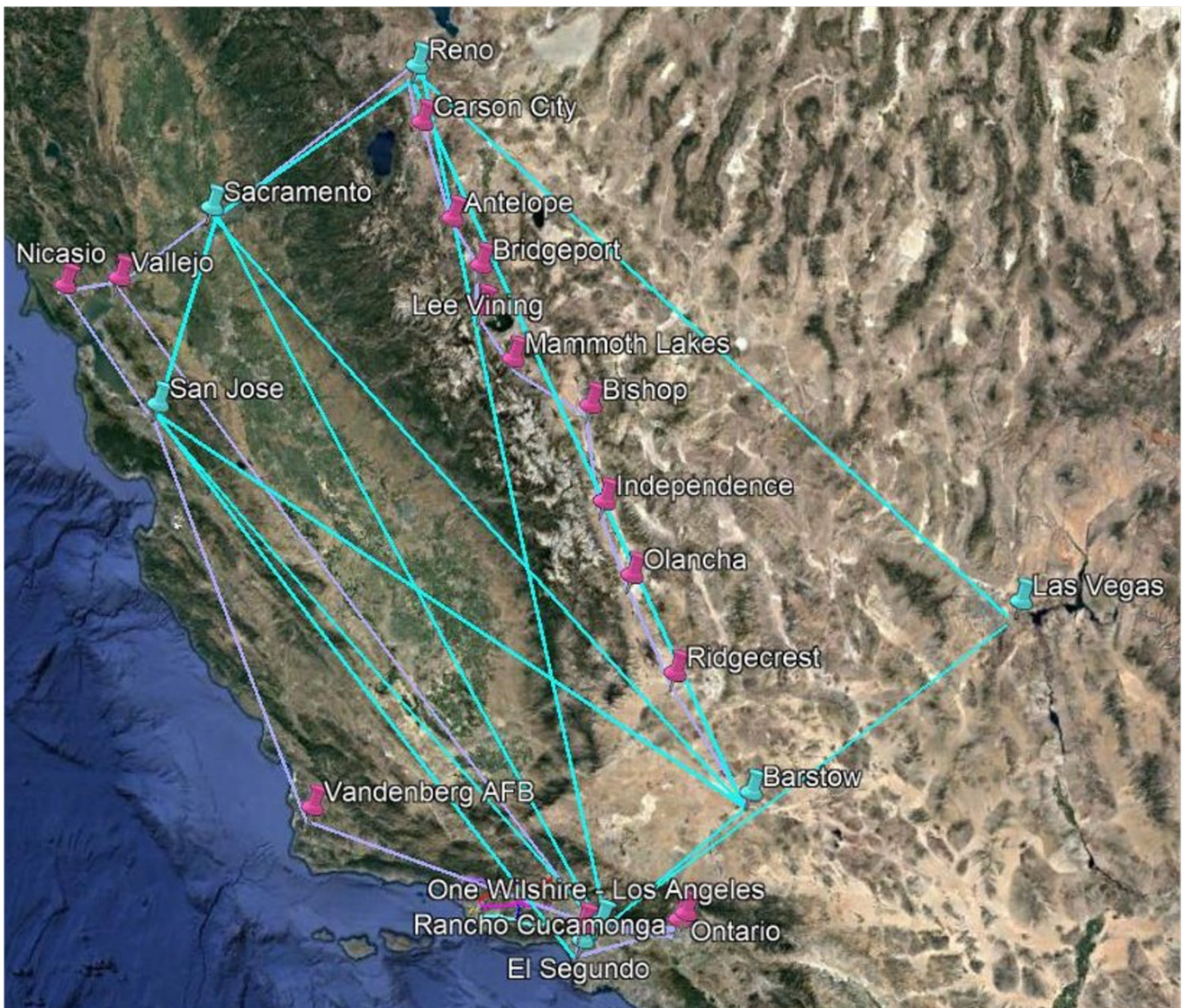
Onward is large enough to handle a significant volume of customers yet small enough to provide personalized attention. Onward provides a best-of-class customer service experience and friendly staff treats all customers with respect – no matter if the subscriber spends \$60 per month or an anchor institution that spends \$6,000 per month. Onward's user-friendly auto assistant quickly directs callers to the appropriate department, were they are received by a live Onward customer service or technical support representative. Onward's staff is well-trained to handle every type of concern a caller may have.

Onward's 24-7 Service Assurance Network Operations Center (NOC) offers superior service in maintaining network quality, restoring network damages, and addressing end-user customer service needs. Many technical repairs can be made at the NOC without having a field technician conduct a site visit. However, in the event a physical repair is required in order to address a service outage, Onward has a dedicated field technician that can respond and conduct repairs within a four (4) hour window per the Service Level Agreement with the customer.

Routine network maintenance, when necessary, is scheduled ahead of time when network use is at its lowest (typically 2:00 to 4:00 a.m.). Prior notice is given directly to any customers that may expect to have service disruptions.

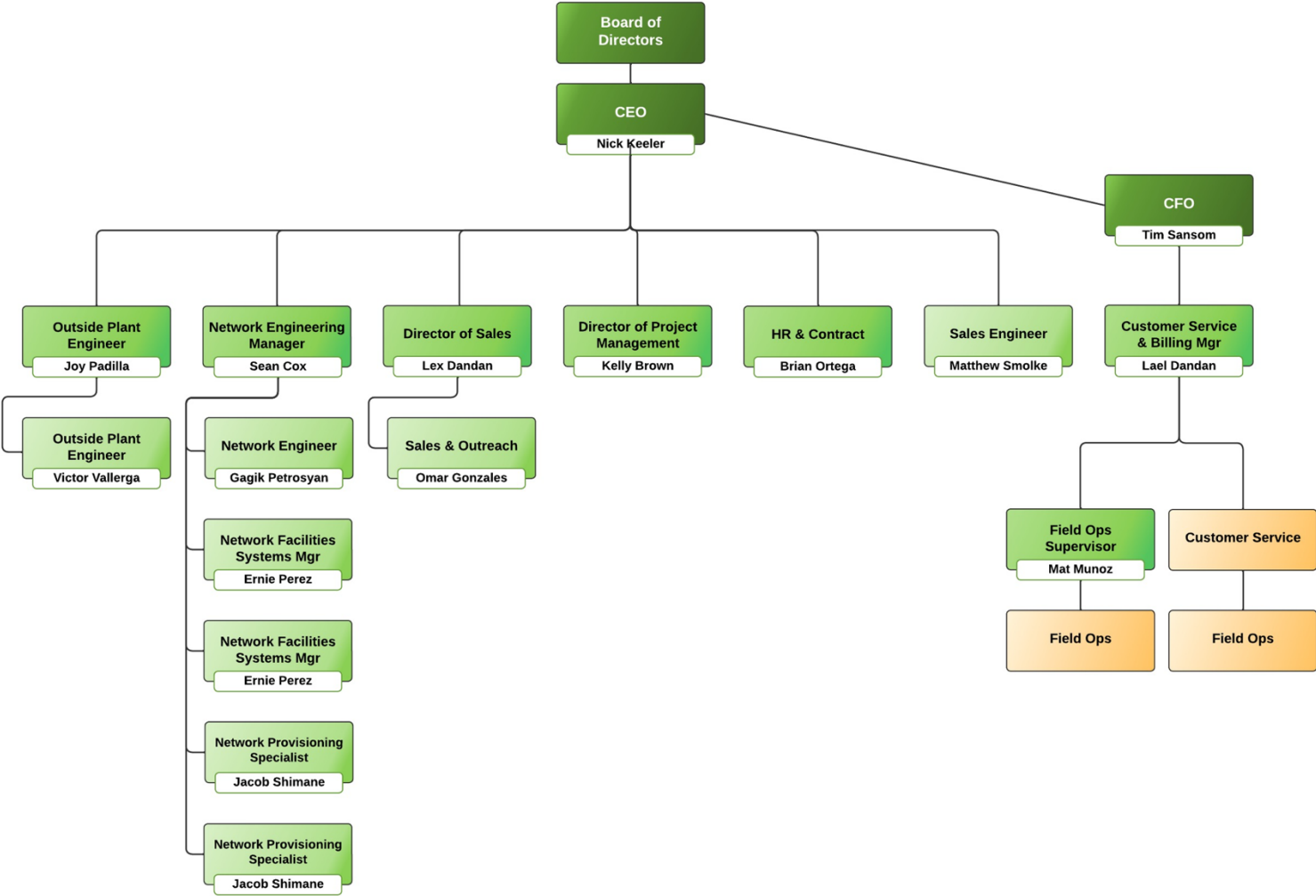
Robust & Resilient Network

Onward manages more than 3,000 miles of fiber optic networks across California and Nevada, with a fail-safe web of points of presence at data centers interconnected in San Jose, One Wilshire in Los Angeles, Barstow, Las Vegas, Reno, El Segundo, and Sacramento. Onward has colocations and nodes in more than 12 locations that ensure network stability and interconnectivity.



ORGANIZATION

Management Team



Nick Keeler, Chief Executive Officer

With 28 years of telecommunications experience in the Competitive Local Exchange Carrier (CLEC) and Department of Defense sectors, Nick Keeler brings a wealth of expertise to the table. Throughout his career, Nick has been involved in various aspects of the telecommunications industry, including regulatory affairs, operations, network engineering, business development, sales, and marketing. Notably, Nick played a significant role in the development of Digital 395 and has successfully overseen the establishment of commercial and residential networks for several cities, namely Ontario, Rancho Cucamonga, Vallejo, Culver City, and Nicasio.

As the overseer of Onward's day-to-day operations, Nick's contributions have been invaluable. He spearheaded the implementation of the "Sales to Cash Flow" order process, which seamlessly integrates Microsoft Dynamics, Billing Plant Form, and Ericson's On-Element Manager. Prior to his current position, Nick served as the Vice President of Business Development for GST Telecom/Pacific Light Net the first Competitive Local Exchange Carrier in the State of Hawaii, further enhancing his telecommunications expertise. Additionally, he held the role of Defense Research & Education Network Program Manager for the State of Hawaii.

Tim Sansom, Chief Financial Officer

Tim Sansom brings more than 33 years of experience in the telecommunications industry, including working with Competitive Access Providers, Competitive Local Exchange Carriers, Data Centers and Internet Service Providers. His role ensures Onward maintains sound operational cost control measures, and budgets that benefit both the company as well as its municipal partners.

As a member of the founding team for multiple telecommunications companies (Electric Lightwave, GST Telecommunications, Pacific LightNet, NextLayer), Tim also has extensive experience with growing successful businesses, as well as with mergers and acquisitions, both on the buy and sell sides, and has been instrumental in more than \$1 billion of public and private equity/debt financing transactions. He holds a degree in accounting from Linfield University and is a Certified Public Accountant (inactive).

Sean Cox, Network Engineering Manager

Sean works as the Network Engineering manager for Onward. He manages the staff that keeps the back-end of the network up and running and coordinates work with various departments such as field techs, the sales team, and accounting to ensure network stability through each new project. Sean has been integral to keeping the Onward networks fault-resilient and consistently improving overall performance.

Prior to joining Onward, Sean had an extensive career in IT-related positions. After serving in the US Marines for 8 years, he worked as a Senior Network Engineer for both a regional subcontractor, and a managed service provider (MSP). He then moved into managerial roles for NavCom Defense Electronics, Inc. and later for Amazon.com where managed a team of over 30 individuals responsible for the IT infrastructure for Amazon's logistics operations. Sean holds a degree in Computer Information Systems from California State Polytechnic University.

Joy Padilla, OSP Engineer

Joy Padilla has over 15 years of telecommunications experience in fiber to the premises (FTTP) and long-haul fiber network design in greenfield and brownfield environments for companies such as AT&T, google, tribal entities, and federal, state, and local governments. She has designed over 500 FTTP networks, fabricated several overbuild projects, and served as a key player in multiple mid-mile federal and state-funded projects. Over this time, joy has developed extensive experience with AutoCAD and network managing systems. In addition to her network design background, she has grant administration experience.

Previously, Joy was a key player in 3 middle-mile projects in California funded through the American recovery and reinvestment act. She also formerly managed a small construction and engineering firm specializing in telecommunications and was involved in day-to-day operations.

Joy is currently an outside plant engineer for Onward, working with multiple entities on engineering designs, utility composites, tract/parcel maps, and as-builts. She also creates and applies for city permits, including traffic control plans (TCP).

Kelly Brown, Director of Project Management

Kelly Brown is a dedicated professional who has made a significant impact during her impressive 12-year tenure at the company. She has traversed diverse roles throughout her journey, showcasing her versatility and expertise. Starting as a service delivery coordinator, Kelly's relentless pursuit of excellence propelled her to ascend to the prestigious position of Director of Project Management.

One of Kelly's notable achievements was her pivotal role in managing grant programs, explicitly overseeing grant management for multiple Onwards CASF grants. Notably, she led the charge in administering the California Broadband Cooperative D395 CASF grant, a project of immense importance in fostering widespread broadband access. Additionally, she spearheaded Onward's Nicasio grant, further reinforcing the organization's commitment to advancing connectivity.

Kelly is vital in our organization's Public and Private Partnership Projects. In this capacity, she is a project manager, leading initiatives that bridge the gap between the public and private sectors. Her exceptional skills and strategic acumen are evident in successfully managing projects for the City of Hidden Hills and the City of Culver City. Kelly's contributions have been instrumental in forging strong partnerships and ensuring the seamless execution of these initiatives.

Kelly Brown's unwavering dedication, a wealth of experience, and exceptional leadership qualities continue to significantly impact our company and beyond. Her commitment to driving progress and her ability to navigate complex projects make her an invaluable asset to our team.

Matthew Smolke, Sales Engineer

Matthew Smolke has over 15 years of experience in telecommunications, IT services, and business consulting. Matthew was the founder and president of a Managed Service Provider and business consulting firm where he played a key role in the engineering, development and optimization of client networks throughout the California and Washington. Matthew also worked as a Senior Business Development Manager at Comcast Enterprise and as a Regional Sales Manager at Clearwire.

Matthew is currently a Sales Engineer for Onward, where he works with multiple departments to develop and implement fiber solutions for businesses and municipalities throughout California. He also leads Onward's proposal process and negotiations for new partnerships with municipalities and serves as a city liaison through the project launch. Matthew graduated with a business degree from the University of Washington.

Lael Dandan, Director of Customer Service & Billing

Lael Dandan serves as the Director of Customer Service and Billing at Onward. She holds a Bachelor's degree in Cultural Anthropology and boasts over 20 years of experience in the telecommunications sector. Her professional journey in this field has been diverse and extensive, ranging from HR responsibilities to managing billing operations.

In her tenure at Onward, Lael has been instrumental in establishing the procedures and processes for our sales to cash operations. Her steadfast dedication to improving workflows, along with her innovative approach, has consistently enhanced both efficiency and customer experience.

Lael's recent achievements include the development of new residential offers and the successful deployment of Onward's Command IQ app. Available on both Google Play Store and Apple App Store, this app empowers customers to take control of their service management. With her focus on customer satisfaction and service innovation, Lael continues to play a vital role in Onward's growth and success.

Licensing & Certifications



Onward is a DBA of Inyo Networks, Inc., a California telephone corporation (registered California C-Corporation) and Incumbent Local Exchange Carrier (ILEC), with foreign corporation status in the State of Nevada and public utility operating as a Competitive Local Exchange Carrier (CLEC) regulated by the California Public Utilities Commission under CPC Number U-7159-C. Both the Nevada Public Services Commission (NPSC) and the California Public Utilities Commission (CPUC) exercise regulatory oversight of Inyo Networks.

Inyo Networks has also obtained Eligible Telecommunications Carrier (ETC) status which enables it to access Federal Universal Service Administrative Company (USAC) in support of healthcare, libraries and educational institutions.



2. Contact Information

Nick Keeler
President/CEO
808-478-2898
nkeeler@getonward.com

Inyo Networks Inc. dba Onward
10621 Church Street, Suite 100 Rancho Cucamonga, CA 91730

3. California Contractor License Number

FONTES CONSTRUCCION - License # 809317

4. Identify any subcontractors that you will use for this project

For Inyo County projects we would use Westech Industries and Fontes Construction.

5. 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

Onward is a network operator as mentioned in the Qualifications Package section. Onward does not provide last-mile service for any customers in Inyo County. Onward currently serves as the operator for California Broadband Cooperative in Inyo County. CBC provides last-mile services in Inyo County for towns along the I-395, and these services are delivered by Onward.

6. Scope of Work Statement

Onward is proposing a FTTH network to all the communities outlined in the Broadband Expansion Projects: Phase 2B. Onward will focus on the estimated 323 locations that are currently not served or underserved while keeping in mind that the last mile FTTH and middle mile networks are going to be operated as open access networks. Onward as part of its field will design and engineer access points to interconnect future FTTH projects into the open access network. Onward will do this as in a phased approach in order to produce baseline maps and engineering to take advantage of any State or Federal Grants designed to close the digital divide. Onward's phases and timeline are as follows:

Phase 1 Desktop Study:

The engineering team will create initial engineering drawings that connect the last mile to the middle-mile network. These drawings will be developed through a desktop study using Google

Earth (aerial and Streetview) to show conduit, splice boxes, and fiber design. A comprehensive bill of materials will also be included to estimate costs for grant funding.

Phase 2 Fielding:

The field engineer team will utilize the initial engineering design from Phase 1 to conduct on-site fieldwork. The purpose of this fielding process is to update the Phase 1 Engineering designs based on the actual conditions in the field, such as existing utilities and culverts, which may impact the overall design.

Phase 3 Final Engineering for Construction/Permitting:

The engineering team will incorporate the field engineer's revisions into the designs. Once completed, the final engineering drawings will be ready for construction and permitting, ensuring they meet all requirements.

Timeline:

- Phase 1 Desktop Study – Week 1 to Week 2
- Phase 2 Fielding – Week 3 to Week 4
- Phase 3 Final Engineering for Construction/Permitting – Week 5 to Week 8

7. Identify the spreadsheet filename of the data that you used to prepare your proposal.

Please see attached spreadsheet - LATA 2B Census Blocks_2024-08-06.xlsx

8. Identify any groupings of subprojects included in your proposal

Onward's proposal for the Broadband Expansion Projects: Phase 2B does not segregate the project into discrete subprojects for cost estimation. Given the scale of the smaller locations within the project(s) in Inyo County, we approached the entire section holistically, using a weighted average to derive our overall pricing. This strategic decision reflects our unified and comprehensive approach to project delivery.

9. Identify any groupings of subprojects included in your proposal

N/A - No subprojects.

10. Describe in detail how you will satisfy the Project Scope of Work for each subproject or group of subprojects in your proposal

Phase 1 Desktop Study:

The engineering team will create initial engineering drawings that connect the last mile to the middle-mile network. These drawings will be developed through a desktop study using Google Earth (aerial and Streetview) to show conduit, splice boxes, and fiber design. A comprehensive bill of materials will also be included to estimate costs for grant funding.

Phase 2 Fielding:

The field engineer team will utilize the initial engineering design from Phase 1 to conduct on-site fieldwork. The purpose of this fielding process is to update the Phase 1 Engineering designs based on the actual conditions in the field, such as existing utilities and culverts, which may impact the overall design.

Phase 3 Final Engineering for Construction/Permitting:

The engineering team will incorporate the field engineer's revisions into the designs. Once completed, the final engineering drawings will be ready for construction and permitting, ensuring they meet all requirements.

Timeline:

- Phase 1 Desktop Study – Week 1 to Week 2
- Phase 2 Fielding – Week 3 to Week 4
- Phase 3 Final Engineering for Construction/Permitting – Week 5 to Week 8

11. Detail the costs associated with the project deliverables for each subproject in your proposal

Onward has established a comprehensive quote of \$220,000 for the entirety of the Broadband Expansion Projects: Phase 2B project scope. As our approach does not separate the communities into distinct subprojects but rather by project phases, our billing procedure aligns with the completion of each phase. The cost distribution for each phase is as follows:

Phase 1: Desktop Study will constitute 34% of the total cost.

Phase 2: Fielding will make up 33% of the overall expense.

Phase 3: Final Engineering for Construction/Permitting will also account for 33% of the project cost.

This phased billing method ensures cost transparency and allows for the systematic allocation of resources throughout the project.

12. Indicate the average cost of the detailed engineering design plans per subscriber location for each subproject or group of subprojects

Onward did not use subprojects. See answer above.

13. Indicate whether your company can construct the network infrastructure that you are proposing

Onward is equipped to provide comprehensive services for the Inyo County Open Access Network project, encompassing design, engineering, operation, and construction management. However, it's important to note that the actual construction work will be outsourced in accordance with Inyo County's procurement guidelines.

14. Estimate the rough-order-of-magnitude construction costs associated with each subproject in your proposal.

Please note in the table below that some middle mile that is required for multiple towns is broken out into sections. The sections are also notated on the included maps.

Town	Eligible	Ineligible	Total Population	Middle Mile Footage	Middle Mile Cost Estimate	Last Mile Cost Estimate	Total cost Estimate
				Middle Mile		Last Mile	
Cerro Gordo	0	3	3	-	\$ -	\$ -	\$ -
Panamint Springs (Section C)	1	0	1	161,311	\$ 22,583,540	\$ 10,000	\$ 22,593,540
Stovepipe Wells (Requires Section C) (Section D)	30	0	30	160,748	\$ 22,504,720	\$ 300,000	\$ 22,804,720
Scotty's Castle (Requires Section C+D)	5	0	5	212,577	\$ 29,760,780	\$ 50,000	\$ 29,810,780
Stewart Valley/Charleston View/Sandy Valley Middle Mile (Section A)				344,434	\$ 48,220,760	\$ -	\$ 48,220,760
Stewart Valley/Charleston View Middle Mile (Section B)				259,017	\$ 36,262,380	\$ -	\$ 36,262,380
Charleston View (Requires Section A+B)	98	0	98	148,543	\$ 20,796,020	\$ 980,000	\$ 21,776,020
Stewart Valley Requires Section A+B)	51	0	51	153,608	\$ 21,505,120	\$ 510,000	\$ 22,015,120
Sandy Valley (Requires Section A)	8	0	8	296,740	\$ 41,543,600	\$ 80,000	\$ 41,623,600
Trona (Section E)	3	13	16	141,208	\$ 19,769,120	\$ 160,000	\$ 19,929,120
Homewood Canyon (Requires Section E)	1	39	40	40,308	\$ 5,643,120	\$ 400,000	\$ 6,043,120
Seven Pines	18	0	18	32,913	\$ 4,607,820	\$ 180,000	\$ 4,787,820
Glacier Lodge	16	0	16	39,389	\$ 5,514,460	\$ 160,000	\$ 5,674,460
Rock Creek	37	0	37	45,059	\$ 6,308,260	\$ 370,000	\$ 6,678,260
TOTAL	268	55	323	2,035,855	\$ 285,019,700	\$ 3,200,000	\$ 288,219,700

15. Indicate the average cost of the anticipated network construction per subscriber location for each project or subproject

Please see attached spreadsheet - LATA 2B Census Blocks_2024-08-06.xlsx

16. Describe the Internet service speeds that will be attainable with this solution, including the following:

- Meets 100Mbps synchronous
- Meets 1Gbps synchronous
- Exceeds 1Gbps synchronous

Onward proposes a fiber-to-the-home project that involves dedicated fiber connections to each home, which then connects back to a distribution cabinet. This cabinet can be either active or passive, depending on the availability of the middle-mile network. For the layer 2 distribution, we propose utilizing Calix's XSGPON technology.

With the implementation of Calix's XSGPON, we can achieve internet service speeds that meet the current demand for 1 Gbps synchronous speeds and can scale up to 10 Gbps synchronous speeds. This scalability is achieved by simply changing out the ONT (Optical Network Terminal) without requiring additional hardware changes.

The proposed solution supports synchronous speeds of up to 2 Gbps without hardware modifications. Along with the high-speed connectivity, the solution also includes the integration of Calix U4 enhanced Wi-Fi router, further enhancing the overall wireless network performance.

In summary, the fiber-to-the-home project, utilizing Calix's XSGPON technology, offers the capability to deliver synchronous internet speeds of up to 2 Gbps initially, with the flexibility to scale up to 10 Gbps in the future by upgrading the ONT. Including the Calix U4 enhanced Wi-Fi router ensures users a robust and efficient wireless network experience.

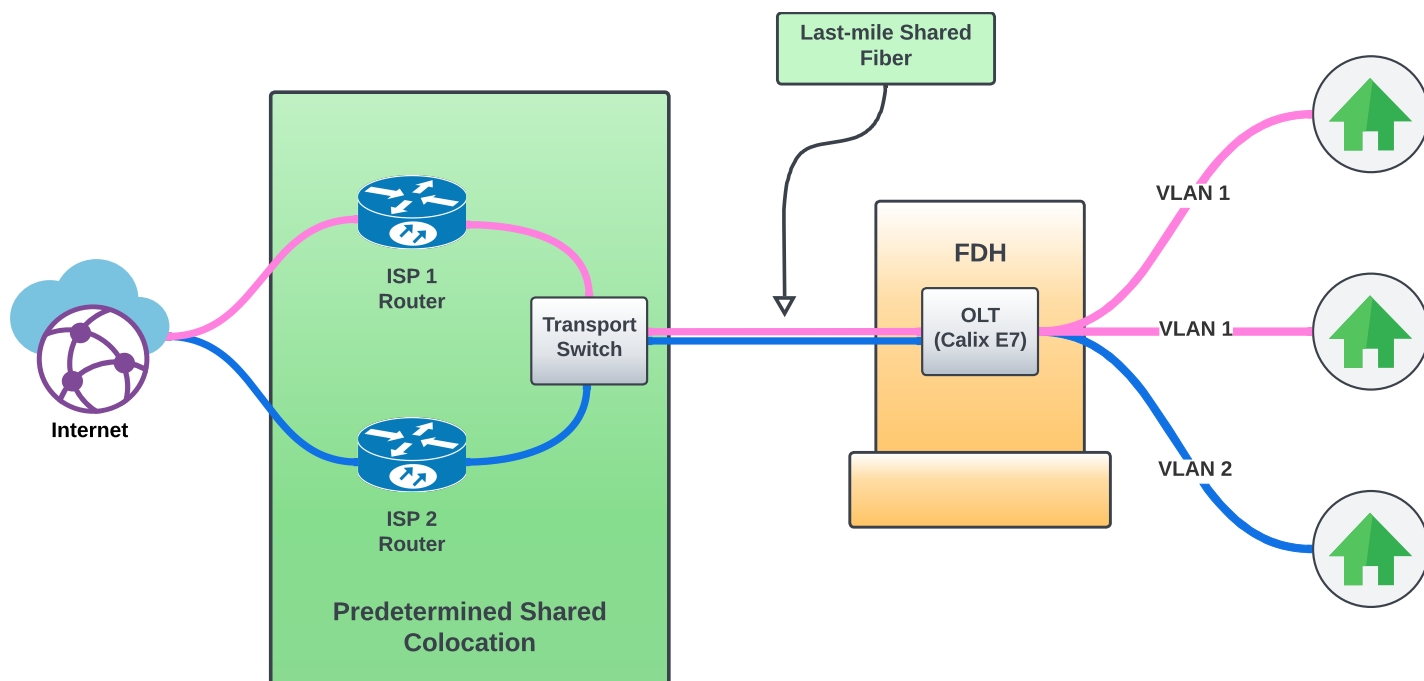
17. Indicate whether the proposed solution will support open-access, last-mile network infrastructure

The proposed solution from Onward would indeed support open-access network infrastructure, although it operates at the layer 2 level of the OSI model rather than layer 1. To enable open-access, Onward's approach involves assigning different Virtual Local Area Networks (VLANs) to each Internet Service Provider (ISP). These VLANs serve as pathways to transport the ISP's customer traffic to their respective routers or peering points.

To interconnect with the county's last-mile networks, each ISP would be required to collocate at a predetermined location or data center. This collocation would facilitate the necessary interconnections between the ISPs and the last-mile networks, allowing for seamless traffic flow and network integration.

While the solution doesn't operate at the layer 1 level, the implementation of VLANs and the designated collocation points enable multiple ISPs to access and utilize the last-mile network infrastructure, promoting open-access capabilities within the network architecture.

Please see the diagram below for a visual representation:



18. Indicate whether the proposed solution will connect to an open-access, middle-mile network

The proposed solution will connect to an open-access, middle-mile network. Specifically, it requires backhaul and transport to the existing open-access middle-mile network owned by California Broadband Cooperative Inc., also known as Digital 395.

By leveraging the infrastructure provided by Digital 395, the proposed solution can establish the necessary connectivity between the last-mile network and the wider internet. This connection enables efficient data transmission and access to various online services and resources.

The utilization of Digital 395's open-access middle-mile network ensures that multiple service providers and users can benefit from the connectivity, promoting a competitive and diverse internet landscape. It facilitates the efficient exchange of data and promotes the availability of high-quality, reliable internet services across the region.

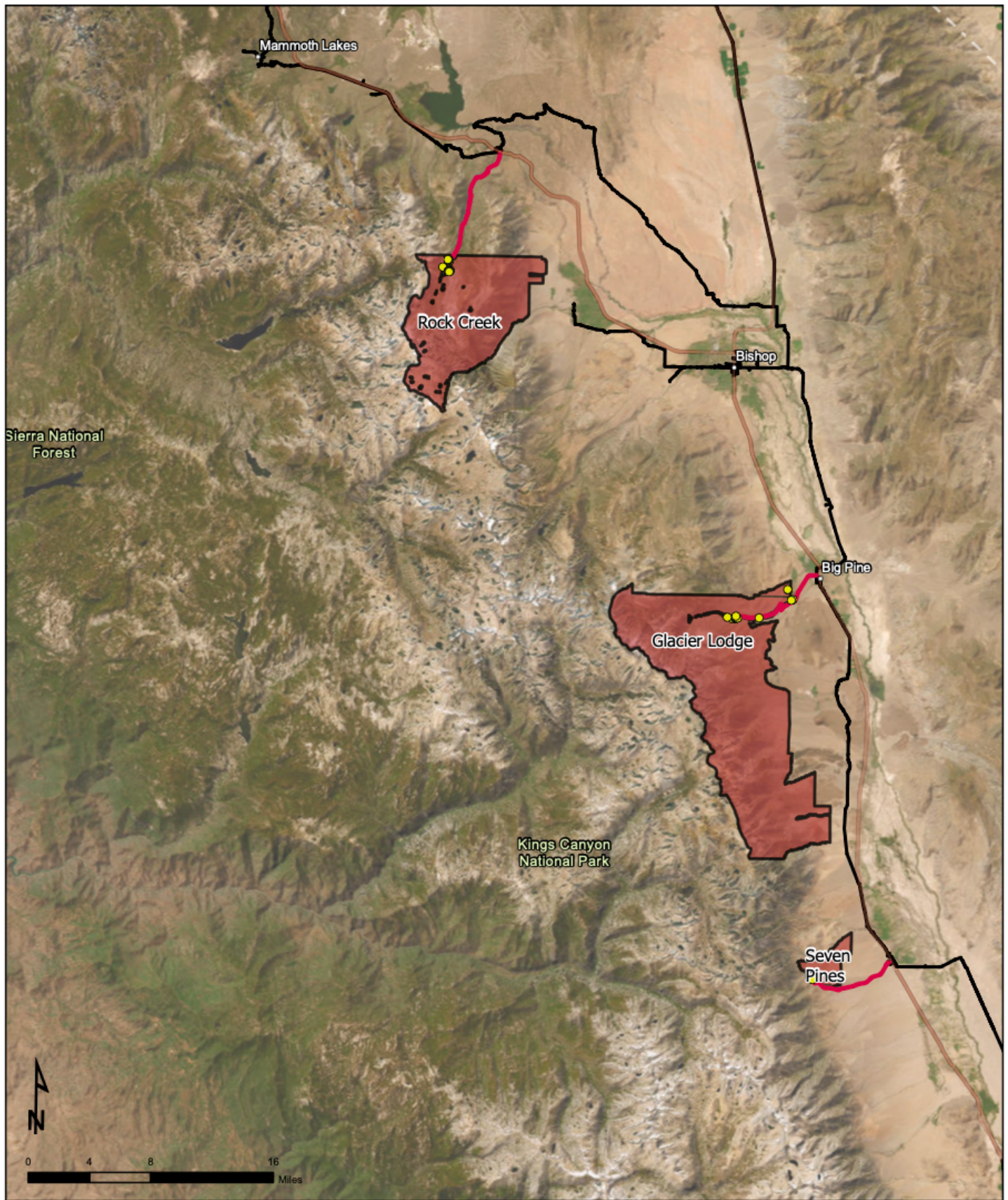
19. Indicate whether the proposed solution will include additional middle-mile network, and if so, whether that middle-mile network will be designed to be operated as an open-access, middle-mile network

The proposed solution does require the construction of additional middle-mile infrastructure to facilitate interconnections. This newly built middle-mile network would be designed and operated as an open-access middle-mile network, fostering competition and accessibility.

The implementation of the open-access middle-mile network encompasses both the layer 1 and layer 2 levels of the OSI model. This ensures that service providers and users can connect and exchange data seamlessly, regardless of their specific network requirements.

By operating as an open-access middle-mile network, the infrastructure enables multiple service providers to utilize the network for interconnections, promoting a competitive and diverse internet landscape. This open-access approach fosters innovation, choice, and fair market participation among service providers, ultimately benefiting end-users with enhanced connectivity and a wider range of services.

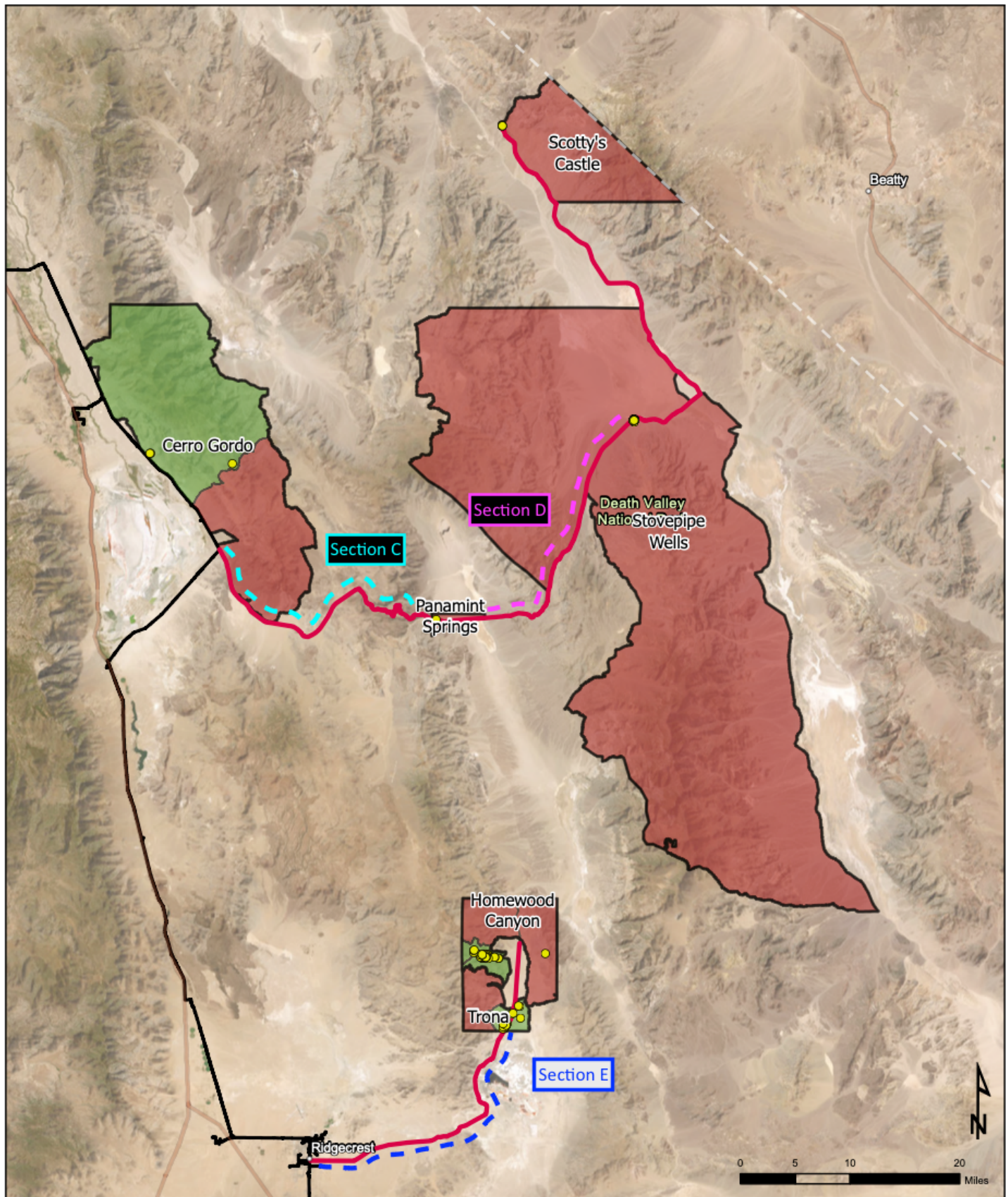
(Map detail on following pages)



County of Inyo
 Broadband Expansion Projects: Phase 2-B
 Date: 8/6/2024 Page 1 of 3

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- | | |
|---------------------------|---------------------|
| ● LATA 2B Addresses | CPUC Census Blocks |
| — Existing Middle Mile | ■ Ineligible |
| — LATA 2B New Middle Mile | ■ Priority Eligible |



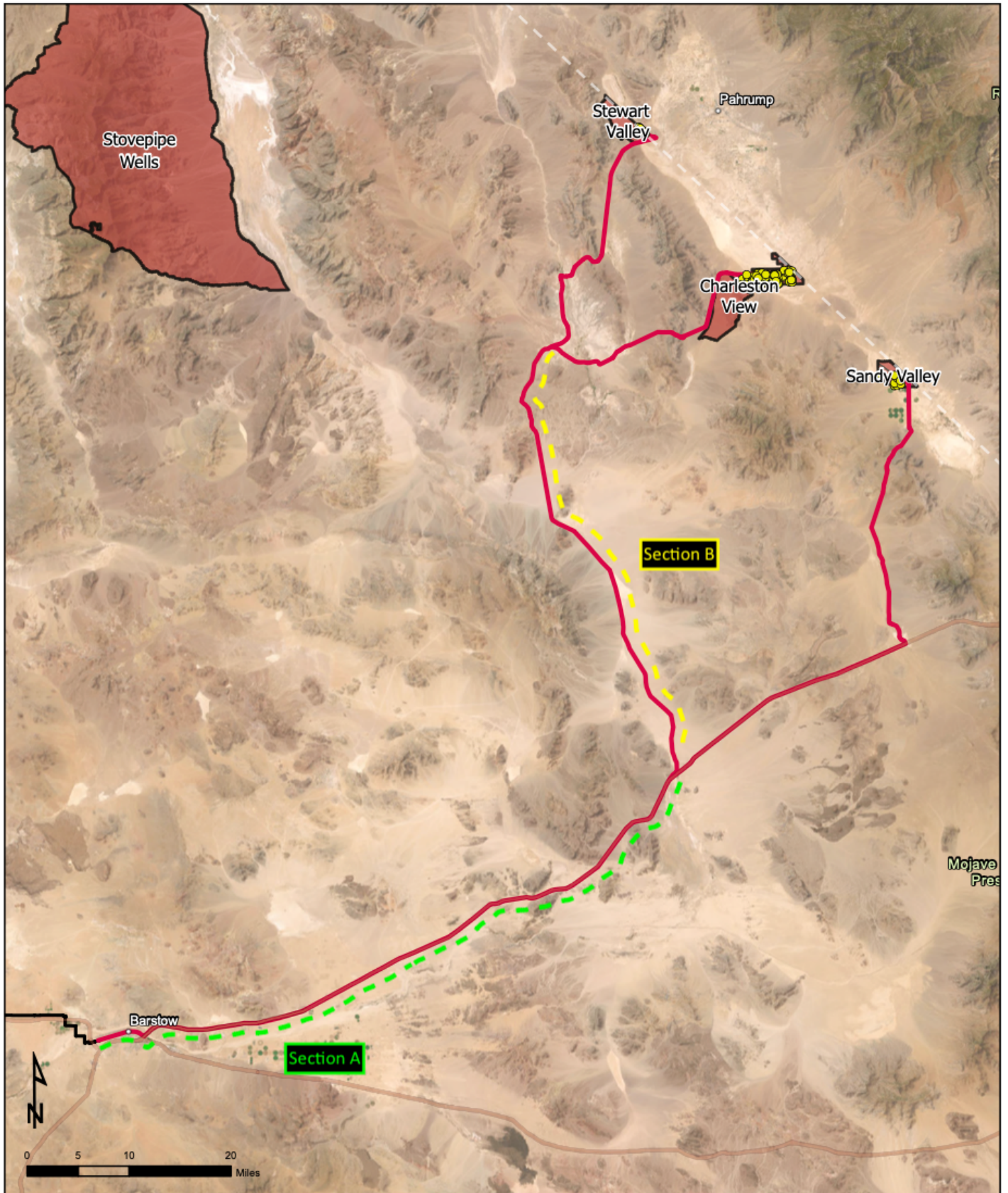
County of Inyo
 Broadband Expansion Projects: Phase 2-B
 Date: 8/6/2024 Page 2 of 3



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- LATA 2B Addresses
- Existing Middle Mile
- LATA 2B New Middle Mile

- CPUC Census Blocks
- Ineligible
 - Priority Eligible



County of Inyo
 Broadband Expansion Projects: Phase 2-B
 Date: 8/6/2024 Page 3 of 3

Onward
 Get Connected. Get Faster.
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- LATA 2B Addresses
- Existing Middle Mile
- LATA 2B New Middle Mile

- CPUC Census Blocks
- Ineligible
 - Priority Eligible

20. Develop a project plan with staff resource scheduling and a timeline

Onward will be deploying a team that consists of two full-time engineers and a fielder to execute the project. Our projection indicates that the Broadband Expansion Projects: Phase 2B phase of this initiative will span 8 weeks. For a detailed overview of the project timeline, please refer to the attached chart.

Project Timeline									
Location	Total Pop	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8
Charleston View	98	Desktop Eng.		Fielding		Final Eng.			
Glacier Lodge	16	Desktop Eng.		Fielding		Final Eng.			
Homewood Canyon	40	Desktop Eng.		Fielding		Final Eng.			
Panamint Springs	1	Desktop Eng.		Fielding		Final Eng.			
Rock Creek	37	Desktop Eng.		Fielding		Final Eng.			
Sandy Valley	8	Desktop Eng.		Fielding		Final Eng.			
Scotty's Castle	5		Desktop Eng.		Fielding			Final Eng.	
Lone Pine	18		Desktop Eng.		Fielding			Final Eng.	
Mesa	51		Desktop Eng.		Fielding			Final Eng.	
Millpond	30		Desktop Eng.		Fielding			Final Eng.	
Shoshine	3		Desktop Eng.		Fielding			Final Eng.	

21. 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.

Onward brings substantial qualifications and experience in designing and implementing last-mile network infrastructure solutions, as demonstrated by our work on several significant projects:

Nicasio, CA: In Nicasio, Onward designed and constructed a Fiber-to-the-Home (FTTH) network that served 290 residences. This project involved deploying Calix XGS-PON technology, positioning Onward as the first service provider in California to offer multi-gig services. The California Advanced Services Fund (CASF) funded the project, reflecting our ability to secure funding and deliver high-quality infrastructure solutions.

Hidden Hills, CA: Onward designed another FTTH network in Hidden Hills, California, serving 690 homes. While the construction will be outsourced, Onward will manage the project, overseeing the installation and ensuring all requirements are met. Our involvement resulted in a network that provides a minimum of 2 Gig synchronous Internet service to each customer, showcasing our commitment to delivering high-speed connectivity.

California Broadband Cooperative: Onward played a significant role in the design, engineering, and construction management of the Digital 395 project, a grant initiative sponsored by the National Telecommunications and Information Administration (NTIA) and CASF. The Digital 395 network extends 450 miles from Reno, Nevada, to Barstow, California, and serves over 290 anchor institutions. This project is a testament to our capacity to manage large-scale infrastructure initiatives, particularly those involving multiple stakeholders and geographic areas.

In each of these examples, Onward has demonstrated a thorough understanding of last-mile network infrastructure design and the ability to implement these solutions successfully. Our experience and expertise enable us to deliver high-quality services tailored to the needs of diverse communities and stakeholders.

22. Include at least 3 customer references with email addresses and phone numbers

1. Kerry Kallman, City Manager, Palos Verdes Estates
citymanager@pvestates.org
818-888-9281
2. Michele Williams, CIO, Culver City
michele.williams@culvercity.org
310-253-5950
3. Eric Blantz
eblantz@gmail.com
415-847-1232

23. 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

Onward maintains a strong local presence in the region surrounding Inyo County, which places us in an advantageous position to understand and address the unique geographical challenges of this project. We currently have four dedicated employees stationed on the eastern side of the Sierra Nevada mountain range.

Additionally, we operate an office in Bishop, California, and have a maintenance yard in Laws, California. This proximity and existing infrastructure demonstrate our established commitment to the region and ensure that we can promptly address any project requirements or challenges that arise during the implementation of the network infrastructure in Inyo County.

24. Describe your financial, operational, and technical capacity to execute the project successfully within the specified timeframe

Onward possesses financial, operational, and technical capabilities that successfully position us to execute the proposed project within the stipulated timeline. As detailed in our response to this Request for Proposals (RFP), we have demonstrated considerable resources and expertise.

In terms of our staff, we have a dedicated team of engineers who are experienced and skilled in managing and executing projects of this scale and complexity. This guarantees that we have the necessary human resources to handle the technical demands of the project efficiently.

Furthermore, Onward has a well-established operational presence in Inyo County, underpinned by extensive local knowledge and practical experience. This ensures that we can swiftly address any regional-specific issues or challenges that may arise during project execution, contributing to our ability to deliver within the specified timeframe. However, the timeline outlined in the RFP is not feasible.

Overall, our stability and operational and technical proficiency equip us with the capacity to successfully execute this project, adhering to the defined timeline and delivering a high-quality network infrastructure solution.

25. State whether you will be able to enter into a County of Inyo Contract #151 (Exhibit A to this RFP)

Affirmative, Onward is fully prepared to enter into Contract #151 with the County of Inyo as stipulated in Exhibit A to this Request for Proposals (RFP). We are ready to commit to the terms

and conditions laid out in the contract and look forward to the opportunity to collaborate on this project.



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NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

November 5, 2024

Reference ID:
2024-824

California Emerging Technologies Fund Digital Equity Best Practices Grant

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 the California Emerging Technologies Fund (CETF) of Concord, CA to accept a CETF grant of \$20,000 to support County participation in the CETF Best Practices Check List Project Learning Community in Fiscal Year 2024-2025, effective upon signing through June 30, 2025, and authorize the County Administrative Officer to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

The California Emerging Technologies Fund (CETF) Digital Equity Best Practices Checklist Project includes several jurisdictions across the State and is a collaborative effort to improve digital equity, digital literacy, access to broadband Internet services, and adoption of broadband Internet services. Activities in the Best Practices Checklist include coordinating broadband-related policies, plans, and technology purchase strategies within the jurisdiction, and providing online information and services to increase the relevance of technology to consumers.

The grant requires that at least one representative of the County attend and participate in each of the following three Learning Community Workshops: 1) Wednesday, September 25, 2024 – 1PM-4PM (attended); 2) Thursday, February 20, 2025 – 9AM-Noon; and 3) Thursday, April 24, 2025 – 9AM-Noon. Additionally, the grant requires that an updated Best Practices Check List be completed to compare progress against the initial "current state" Best Practices Checklist to be submitted to the CETF along with a concise Final Report by Friday, May 16, 2025.

Grant payments will be: \$10,000 upon returning the signed Grant Agreement to CETF; \$5,000 following attendance of the February 20, 2025 Workshop; and \$5,000 upon submission of the Final Report along with the updated Best Practices Check List.

The work for this grant will be conducted by or coordinated by Scott Armstrong, Regional Broadband Coordinator. These activities are separate and distinct from the Inyo-Mono Broadband Consortium activities, which are funded by the California Advanced Services Fund Rural and Urban Regional Broadband Consortia Grant, and there is no overlap or duplication of activities and grant funds.

FISCAL IMPACT:

Funding Source	Grant Funded -- CETF Digital Equity Best Practices Project	Budget Unit	010200
Budgeted?	Yes	Object Code	4498
Recurrence	One-Time Award - Fiscal Year 2024-2025.	Sole Source?	n/a

If Sole Source, provide justification below

Current Fiscal Year Impact
\$20,000 through June 30, 2025.
Future Fiscal Year Impacts
N/A
Additional Information

Three grant payments: \$10,000 upon returning the signed Grant Agreement to CETF; \$5,000 following attendance of the February 20, 2025 Workshop; and \$5,000 upon submission of the Final Report along with the updated Best Practices Check List.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to not accept this grant, resulting in the County not participating in a collaborative effort to incorporate strategies and approaches to improve Digital Equity in our County. This is not recommended as the grant would fund the staff time needed to participate in the CETF Digital Equity Best Practices activities.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

High Quality Services | Improved Access to Government

APPROVALS:

Scott Armstrong	Created/Initiated - 10/24/2024
Darcy Ellis	Approved - 10/24/2024
Scott Armstrong	Approved - 10/24/2024
Denelle Carrington	Approved - 10/24/2024
John Vallejo	Approved - 10/28/2024
Amy Shepherd	Approved - 10/29/2024
Nate Greenberg	Final Approval - 10/29/2024

ATTACHMENTS:

1. County of Inyo - California Emerging Technologies Grant Agreement
2. Checklist

**CHAIR**

Renée P. Martinez
President Emeritus
Los Angeles City College

October 8, 2024

VICE CHAIR

Darrell J. Stewart
Retired Public Sector Manager
Intel, America

TREASURER-CFO

Rich Motta
Retired Vice President
AT&T

SECRETARY

Carlos Ramos
Principal Consultant
Maestro Public Sector
Former California CIO

Jeff Campbell

Senior Vice President
and Chief Government Strategy Officer
Cisco Systems, Inc.

The Honorable Martha M. Escutia

Former California State Senator
Vice President Government Relations
and Special Counsel
University of Southern California

Frances Marie Gipson, Ph.D

Clinical Professor of Education
and Director, Urban Leadership Program
School of Educational Studies
Claremont Graduate University

Jim Kirkland

Senior Vice President, External Affairs
Trimble Inc.

Tim McCallion

Retired President – West Region
Verizon

Lenny Mendonca

Former Chief Economic and Business
Advisor for Governor Newsom
Senior Partner Emeritus, McKinsey & Co.

Shireen Santosham

Executive Director
Nextdoor Kind Foundation
Head of Social Impact, Nextdoor

Barb Yellowlees

Telehealth Expert
Consultant

CHAIR EMERITUS**Barbara O'Connor, Ph.D.**

Professor Emeritus
California State University, Sacramento
Retired, National Board of Directors AARP

PRESIDENT AND CEO**Sunne Wright McPeak**

CALIFORNIA EMERGING TECHNOLOGY FUND
www.ceffund.org

Official Mailing Address

P.O. Box 5897
Concord, California 94524

2151 Salvio Street, Suite 252
Concord, California 94520
415-744-CETF (2383)

714 West Olympic Boulevard, Suite 924
Los Angeles, California 90015-4133
213-443-9952

County of Inyo

1360 N. Main St.

Bishop, California 93514

EIN: **95-6005445**

ATTN: Scott Armstrong
Regional Broadband Coordinator

Email: sarmstrong@inyocounty.us
Phone: 760-878-8006

This is a Grant Agreement between the California Emerging Technology Fund (CETF) and County of Inyo (Grantee) for CETF to provide a Grant of \$20,000 to support participation of the Grantee in the Best Practices Check List Project Learning Community in Fiscal Year 2024-2025. This Grant Agreement shall become effective upon signing by the Grantee and shall end June 30, 2025.

Scope of Work

Grantee shall be responsible for ensuring that at least 1 representative of your jurisdiction attends the entire time and participates fully in each of the following 3 Learning Community Workshops:

- Wednesday, September 25, 2024 – 1PM-4PM
- Thursday, February 20, 2025 – 9AM-Noon
- Thursday, April 24, 2025 – 9AM-Noon

Grantee is invited to attend an optional webinar on Thursday, December 5, 2024, 9AM-Noon, to learn about other grant funding opportunities, particularly through the California Public Utilities Commission (CPUC) California Advanced Services Fund (CASF), but attendance is not required.

Grantee shall be responsible for completing an updated Best Practices Check List (to determine if any additional Best Practices were adopted as a result of the Learning Community) and submitting it along with a concise Final Report (in a format provided by CETF) by Friday, May 16, 2025.

If the Grantee's designated representative is unable to attend one of the scheduled Learning Community Workshops, then Grantee shall be responsible for assigning another representative to attend that Workshop. Failure to attend the Learning Community Workshops in a timely manner or be present and participating during all 3 hours of the Workshops shall be grounds for termination of this Grant Agreement and repayment of the Grant funds received. If an unforeseen emergency circumstance occurs, Grantee must immediately notify CETF by email and explain the emergency. CETF may allow submission of a written assignment to make up for an absence due to an unforeseen emergency.

Grantee acknowledges that the Best Practices Check List includes acceleration of Adoption and that CETF shall provide a template for Grantee to distribute information to low-income households about affordable lower-cost Internet service offers and Digital Literacy Training resources using existing communication channels (that require no significant additional cost to the jurisdiction). Grantee further acknowledges that CETF identified \$535,000 of the total Best Practices Check List Project Grants (\$1,155,000) as match in a Competitive Grant Application on behalf of the Get Connected! California Partnership submitted to the U.S. Department of Commerce National Telecommunications and Information Administration (NTIA).

Grant Payment Schedule

Grant Payment shall be made as follows: \$10,000 upon returning this signed Grant Agreement to CETF; \$5,000 upon attendance of Workshop #2; and \$5,000 upon submission of the Final Report along with the updated Check List.

General Provisions

As a Grantee, County of Inyo shall not be covered by CETF employer benefits, workers' compensation or other insurance policies. Grantee shall indemnify and hold harmless CETF, its present and future Officers, Directors, employees and agents to the fullest extent by law for any and all claims, liabilities, losses and expenses, including reasonable attorney's fees, directly, indirectly, wholly, or partially arising from or in connection with any negligent act or omission by Grantee.

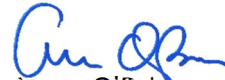
Grantee may not use CETF funds to carry on propaganda or otherwise attempt to influence legislation within the meaning of the Code of Federal Regulations, Internal Revenue Service, Department of the Treasury Section 53.4945(d)(1) unless explicitly approved by CETF. Further, it is our intent and understanding that nothing herein violates any law, regulation or code of ethics.

If this Grant Agreement is acceptable to you, please sign and return to CETF. We look forward to working together to close the Digital Divide, promote Digital Inclusion, and achieve Digital Equity in California.

Sincerely,



Sunne Wright McPeak
President and CEO



Alana O'Brien
Vice President of Operations

Accepted on behalf of County of Inyo:

Signature

Date

Name

Title



Achieving Digital Equity in California
Check List of Best Practices for Local Governments
Roles of Local Government Leaders

Role	Best Practice	Yes
Local Government		√
Policy Leader		
Promulgate policies that determine the jurisdiction's attention and attitude about broadband technology and define the approach to facilitating or discouraging capital investment in deployment and adoption by residents.	Adopt a resolution or policy to accelerate broadband deployment and adoption to achieve Digital Equity.	
	Request all Departments to identify and implement strategies that integrate Digital Inclusion into ongoing services and programs.	
	Participate in a Regional Leadership Group to coordinate plans and actions to achieve economies of scale and optimal impact.	
	Post on website and distribute information to low-income residents about affordable home Internet service offers and lower-cost devices.	
	Establish a remote-work program to reduce vehicle trips (embrace broadband as a green strategy) that maintains workforce productivity.	
Planner		
Prepare land use and other related plans (such as for economic development) that guide the development in the jurisdiction, thus determining "how smart" growth will be and defining quality of life for residents.	Convene community meetings in-language and in-culture to obtain public input on broadband infrastructure needs and affordable access.	
	Prepare a map of unserved areas and digitally-disadvantaged neighborhoods with preferred broadband strategic corridors and identified public assets to accelerate broadband deployment.	
	Share map with Regional Leadership Groups, California Department of Technology, and Public Utilities Commission to inform planning.	
	Identify strategies and adopt policies to accelerate broadband deployment and adoption, including consideration of incentives for ISPs to reach the unserved areas and assist low-income residents.	
	Incorporate the broadband map, strategies, and policies into the General Plan with an analysis of overall programmatic impacts and benefits to streamline compliance with CEQA.	
Regulator		
Adopt implementing ordinances for policies and plans that promote "smart" infrastructure, facilities, and buildings consistent with "Dig Once, Dig Smart" objectives.	Adopt ordinances to implement policies and procedures to accelerate broadband deployment, including online submission of plans and permit applications with ministerial procedures to minimize delays.	
	Enact procedures to streamline broadband project approvals and permitting, including priority focus for partnerships with ISPs.	
	Conduct briefings for ISPs about how to comply with policies and procedures in ordinances to minimize delays in approvals.	
	Incorporate high-speed Internet infrastructure into all public projects, especially major transportation and public utility projects.	
	Require high-speed Internet infrastructure as a condition of approval for all private construction (with public access where appropriate).	

Role	Best Practice	Yes
Consumer Purchaser		
Purchase and utilize technology which can enable residents to access information and services, increasing demand for the technology and encouraging innovation and competition to develop new applications that will increase productivity.	Inventory information technology (IT) and ISP contracts to determine total amount being paid annually for IT and Internet services. Share the inventory with Regional Leadership Group(s) to explore demand aggregation in negotiating for IT and Internet services.	
	Meet with IT and ISP vendors to identify strategies for accelerating broadband deployment and adoption. Consider requiring assistance with adoption programs as a condition of procurement contracts.	
	Ensure all IT and ISP contracts require periodic updates to state-of-art technology with user-friendly interfaces and applications for residents.	
	Develop a robust “green technology ecosystem” to refurbish retired computing devices for donation to unconnected low-income households participating in adoption programs. Encourage other public agencies and larger employers to donate retired devices.	
	Purchase computing devices and hotspots in bulk to be loaned and/or sold at a discounted price for residents in adoption programs.	
Service Provider		
Provide information and services online through broadband that increases the relevance of the technology to consumers, which encourages adoption and reduces impacts on the environment.	Provide online access to all policies, plans, ordinances, and services information, including remote participation in public meetings.	
	Deliver online as many services as possible to reduce vehicle trips and improve efficiency and productivity.	
	Designate the library as a “community digital hub” to help residents become digitally literate and learn how to get online at home.	
	Promote telehealth (as a health provider and/or encourage other providers) to optimize effective healthcare and reduce vehicle trips.	
	Encourage and support schools to implement effective technology and Digital Inclusions programs such as School2Home.	
Total Best Practices	Add up the number of completed Best Practices (Total 25 Best Practices).	
Score	Assign 4 points per Best Practice for your Score (Total Possible Score of 100).	

JURISDICTION/LOCAL GOVERNMENT AGENCY NAME/PAYEE		TAX ID/EIN
ADDRESS / STREET STE ###		CITY ZIP
ATTN STAFF NAME	STAFF TITLE	
EMAIL	PHONE	

Email to: CETF Vice President Alana O’Brien: alana.obrien@cetfund.org

Notes:

- Broadband is defined in State law as high-speed Internet infrastructure including wireline and wireless technologies. Threshold speeds for adequate broadband is define by State law and regulations. State law and regulations currently define “unserved” as less than 25/3 Mbps and minimums for publicly-subsidized Internet infrastructure as 100/20 Mbps.
- Regional Leadership Groups include: Regional Broadband Consortium; Metropolitan Planning Organization; Council of Governments; Regional Transportation Agency; Countywide Work Group; or Other Voluntary Work Group involving multiple Local Governments. It is vital to work with your Regional Broadband Consortium.

- Adoption Programs help unconnected low-income households get online at home and generally include:
 - (a) outreach in-language and in-culture by trusted messengers, such as community-based organizations (CBOs), schools, libraries, and community agencies; (b) awareness about the relevance and value of being online; (c) assistance with selecting and signing up for affordable home Internet service; (d) delivery of digital literacy training; and (e) assistance with acquiring an affordable and appropriate computing device.



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NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

November 5, 2024

Reference ID:
2024-845

Indian Wells Valley Groundwater Authority Update and Authorization to Submit Amicus Letter

County Counsel

ACTION REQUIRED

ITEM SUBMITTED BY

John Vallejo, County Counsel

ITEM PRESENTED BY

John Vallejo, County Counsel

RECOMMENDED ACTION:

Receive an update on the Indian Wells Valley Groundwater Authority, and authorize County Counsel to submit an amicus letter in support of the Indian Wells Valley Groundwater Authority's writ petition.

BACKGROUND / SUMMARY / JUSTIFICATION:

This item will provide an opportunity for the Board to receive an update regarding the Indian Wells Valley Groundwater Authority (IWVGA) and its efforts to achieve groundwater use sustainability.

Additionally, the IWVGA requests Inyo County's support, via amicus letter to the Court, for its challenge to a trial court order that allowed a collateral attack to the IWVGA's Groundwater Sustainability Plan (GSP). The writ petition challenging that order is attached.

In creating the GSP, the IWVGA made a determination of the safe yield (~ annual water recharge to the groundwater basin) based on the best available scientific data. Based on that safe yield determination, the IWVGA then determined that imported water to the groundwater basin was essential to achieving sustainability. The GSP ultimately resulted in the IWVGA pursuing a water import project from sources other than Inyo County. Inyo County supports that import project.

Certain groups are concerned about the cost of that import project, and have filed a groundwater adjudication lawsuit to (1) determine a different safe yield, and (2) to determine which water users in the basin have rights to that safe yield. The IWVGA is rightly concerned that the adjudication's effort to establish a different safe yield will undermine the GSP and threaten the viability of the current import project. As such it requests Inyo County's support in its effort to overturn the trial court's order for a trial on the sustainable yield. A variety of other agencies have submitted similar letters. Attached for your reference is the State's letter, which is essentially the same substance as the letter Inyo County would submit.

FISCAL IMPACT:

There are no fiscal impacts associated with this agenda item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could decline to support the Indian Wells Valley Groundwater Authority's effort to protect its Groundwater Sustainability Plan against a collateral attack. This is not recommended as it may inject uncertainty into the IWVGA's plan to import water from sources other than Inyo County.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

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 | Climate Resilience and Natural Resource Protection

APPROVALS:

John Vallejo	Created/Initiated - 10/23/2024
Darcy Ellis	Approved - 10/23/2024
John Vallejo	Approved - 10/23/2024
Nate Greenberg	Final Approval - 10/26/2024

ATTACHMENTS:

1. Indian Wells Amicus Letter
2. Writ Petition



C A L I F O R N I A

DEPARTMENT OF JUSTICE

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October 17, 2024

Fourth Appellate District, Division Three
Court of Appeal of the State of California
601 W. Santa Ana Blvd.
Santa Ana, California 92701

RE: *Indian Wells Valley Groundwater Authority v. Superior Court*
Court of Appeal of the State of California, Fourth Appellate District, Division Three,
Case No. G064757

Dear Presiding Justice and Associate Justices:

The California Department of Water Resources (DWR or the Department) and State Water Resources Control Board (State Water Board) (collectively, State Agencies) respectfully urge this Court to accept Indian Wells Valley Groundwater Authority's (Authority) petition for writ of mandate by issuing an alternative writ or order to show cause, and review the trial court's August 5, 2024, order (Order) on the merits. As the trial court recognized, the Order, which sets an evidentiary trial for the superior court to judicially determine the allowable pumping from the basin (i.e., safe yield), implicates questions of law on which "there are substantial grounds for difference of opinion, appellate review of which may materially advance the conclusion of the litigation." (Petitioner's Appendix, Vol. 9, at p. 5697, citing Code of Civ. Proc., § 166.1.) The Order presciently notes: "The safe yield issue is a forerunner to the larger question posed in this case: Does a physical solution in connection with a comprehensive adjudication effectively override a GSP [groundwater sustainability plan]?" (Order at 4.) The State Agencies are concerned that two parallel undefined and competing processes—one by the courts in an adjudication and other by public agencies implementing GSPs—for determining how much water is available to be pumped from groundwater basins could frustrate the purposes of the Sustainable Groundwater Management Act (SGMA) (Wat. Code, § 10720 et seq.) and result in significant and duplicative expenditures of resources. Review of the Order now is important to ensure that what is likely to be a multi-year trial court litigation involving dozens of parties and counsel appropriately harmonizes the relevant statutes in a manner that best preserves the Legislature's overall purposes and intent.

Interests of Proposed Amici

The State Agencies have substantial interests in the orderly development of the law in the complex and critically important area of groundwater regulation. The Legislature tasked DWR with an important role in implementing SGMA, including by categorizing all basins by priority

document received by the CA 4th District Court of Appeal Division 3.

level (Wat. Code, § 10722.4), adopting regulations for evaluating GSPs (*id.* § 10733.2(a)(1)), reviewing all GSPs for technical adequacy and recommending corrective actions to address any deficiencies (*id.* § 10733.4) and providing technical and financial assistance to groundwater sustainability agencies (GSA) and entities that extract groundwater (*id.* § 10729), among others. DWR has provided approximately \$500 million in assistance to local agencies to implement SGMA over the past decade. Similarly, the Legislature tasked the State Water Board, which has responsibility for coordinated administration of water rights, water quality, and safe and reliable drinking water (*id.* § 174), with the critical role of intervening on behalf of the state to ensure that groundwater basins are managed consistent with SGMA's goals, including, if necessary, temporarily assuming responsibility for managing those basins pending their return to local control. (*Id.* §§ 10735.4, 10735.6, 10735.8.)

Request for Leave to File Amicus Brief at Petition-Stage

Typically, amicus briefs are filed after an appellate court issues an alternative writ or order to show cause. (Cal. Rules of Court, rule 8.487(e)(1).) However, the Advisory Committee Comment to that rule states, "These provisions do not alter the court's authority to request or permit the filing of amicus briefs or amicus letters in writ proceedings in circumstances not covered by these subdivisions, such as before the court has determined whether to issue an alternative writ or order to show cause" (See, e.g., *Regents of University of California v. Superior Court* (2013) 220 Cal.App.4th 549, 557-558 [court relied on amicus letters when deciding whether to issue an order to show cause]; see also Eisenberg et al., Cal. Practice Guide: Civil Appeals and Writs (The Rutter Group Dec. 2023 Update) ¶ 15:230.12.) The State Agencies respectfully request that the Court consider this letter brief when determining whether to review the Order on the merits. Should the Court order further briefing, the State Agencies intend to request leave to file an amicus brief on the merits in support of the Authority.

Discussion

The issues raised in the writ petition warrant a hearing on the merits for at least three reasons. *First*, the State Agencies agree with the trial court's assessment of its Order; it raises important legal questions for which substantial grounds for difference of opinion exist and both the instant litigation and the general public interest would be served by immediate appellate review. The year after SGMA's passage, the Legislature attempted to codify procedures for comprehensive groundwater adjudications and harmonize those adjudications and SGMA by adding new chapters to SGMA (Wat. Code, §§ 10737 et seq.) and the Code of Civil Procedure (Streamlined Adjudication Statutes) (Code Civ. Proc., § 830 et seq.) SGMA mandates that GSAs adopt and implement GSPs. (Wat. Code, § 10720.7(a).) The Department must then approve such GSP pursuant to the requirements of SGMA. (Wat. Code, §§ 10733.2(a)(1), 10733.4.) However, the Streamlined Adjudication Statutes contemplate that the judgment in an adjudication can serve as a SGMA alternative, but that any such adjudication judgment would have to be approved by the Department. (Wat. Code, § 10737.4(a)(2).)

Similarly, the Streamlined Adjudication Statutes also require a trial court to “minimize interference with the ... implementation of a [GSP]” and to “avoid[] redundancy and unnecessary costs in the development of technical information and a physical solution” (E.g., Wat. Code, § 10737.2; Code Civ. Proc., § 840, subd. (a)(2)). Early guidance from this Court is therefore critical—before courts and parties invest resources in the adjudication process for the safe yield redetermination, before the local agencies and the Department invest millions of dollars and untold resources into the existing GSP, and before the Department is faced with having to decide whether to accept or evaluate any such SGMA alternative from the judgment in this case meant to replace the existing GSP.

Second, guidance from this Court will benefit more than only the parties to this case. The interplay between SGMA and the Streamlined Adjudication Statutes is currently at issue in at least three other groundwater adjudications occurring in basins in which a GSA has adopted a GSP that DWR has approved: the Cuyama Basin adjudication,¹ the Oxnard and Pleasant Valley adjudication,² and the Ventura River adjudication.³ Each of these comprehensive groundwater adjudication cases are in the early phases of litigation, involve hundreds of parties and dozens of counsel, and given their complexity, are each likely to take many more years to adjudicate.⁴ Providing guidance to trial courts as to how they should conduct groundwater adjudications consistent with SGMA is particularly important for the conservation of judicial resources, and the resources of public agencies and private parties. This is especially true in comprehensive groundwater adjudications as the judgment in the case will likely affect all users in the basin, but many of these individuals may have small volume domestic groundwater wells serving a single residential property or are property owners who do not currently pump groundwater at all. These parties may not have the resources to participate in or be directly represented in the adjudication, whereas SGMA requires a GSA to consider all beneficial uses and users of groundwater in a basin and provide opportunities for participation when preparing a GSP (Wat. Code, §§ 10723.2,

¹ *Bolthouse Land Company, LLC et al. v. All Persons Claiming a Right to Extract or Store Water in the Cuyama Groundwater Basin et al.*, Los Angeles County Sup. Ct. Case No. BCV-21-10127.

² *OPV Coalition et al. v. Fox Canyon Groundwater Management Agency et al.*, Santa Barbara County Sup. Ct. Case No. VENCI00555357.

³ *Santa Barbara Channelkeeper v. State Water Resources Control Bd.*, Los Angeles County Sup. Ct. Case No. 19STCP01176.

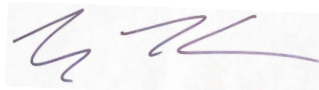
⁴ Recent groundwater adjudications have taken as long as a decade from the filing of the complaint to issuance of final judgment in the trial court. The Santa Maria groundwater adjudication took 11 years to adjudicate (*City of Santa Maria v. Adams* (2012) 211 Cal.App.4th 266, 282, 285); the Antelope Valley groundwater adjudication took 19 years to adjudicate (*Antelope Valley Groundwater Cases* (2021) 63 Cal.App.5th 17); the Los Posas groundwater adjudication took five years to adjudicate (*Los Posas Valley Water Rights Coalition v. Fox Canyon Groundwater Management Agency*, Santa Barbara Superior Court Case No. VENCI00509700).

10723.8, subd. (a)(4)), including when determining the sustainable yield. Adjudication processes that are inconsistent with SGMA risk nullifying those voices.

Third, the State Agencies are expending significant public resources to support, administer, and enforce SGMA throughout the State. For instance, the Department has provided the Authority with nearly \$2.5 million to develop the GSP for the Indian Valley Wells groundwater basin and another \$7.6 million to implement it. The Authority is now raising up to \$50 million dollars in additional public money to implement a project required by the GSP—a new pipeline to bring supplemental water into the basin—based on the GSP’s technical assessment that supplemental water resources are necessary because groundwater pumping demands exceed the safe yield. The Department has similarly provided about \$27 million in funding to the GSAs in the other basins discussed above that are also undergoing adjudications. If trial courts in this case and other cases are free to conduct a de novo trial on a basin’s safe yield and potentially adopt Respondent’s position that the safe yield is significantly higher than as determined in the GSP, that determination will significantly affect the State Agencies’ current and future administration and enforcement of SGMA, as GSAs are still legally responsible for ensuring that their basins are sustainably managed even in the face of an inconsistent court decree.

Based on the above, the State Agencies request that this Court accept the Authority’s petition for writ of mandate in this Court by issuing an alternative writ or order to show cause, and review the trial court’s August 5, 2024, order (Order).

Sincerely,



NOAH GOLDEN-KRASNER
Deputy Attorney General

For ROB BONTA
 Attorney General

NGK:

DECLARATION OF ELECTRONIC SERVICE

Case Name: Mojave Pistachios, LLC v. Indian Wells Valley Water District (DWR/State Water Board)
No.: G064757

I declare:

I am employed in the Office of the Attorney General, which is the office of a member of the California State Bar, at which member's direction this service is made. I am 18 years of age or older and not a party to this matter. I am familiar with the business practice at the Office of the Attorney General for processing electronic. Participants who are registered with TrueFiling will be served electronically through the TrueFiling system.

On October 17, 2024, I electronically served the attached Indian Wells Amicus Letter by transmitting a true copy via this Court's TrueFiling system.

I declare under penalty of perjury under the laws of the State of California and the United States of America the foregoing is true and correct, and that this declaration was executed on October 17, 2024, at Los Angeles, California.

Lois E. Smith
Declarant

/s/Lois E. Smith
Signature

LA2024604505
67172184.docx

CASE #: G064757

Appellate Case No.:

**IN THE COURT OF APPEAL, STATE OF CALIFORNIA
FOURTH APPELLATE DISTRICT, DIVISION THREE**

INDIAN WELLS VALLEY GROUNDWATER AUTHORITY,
Petitioner,

v.

The SUPERIOR COURT OF ORANGE COUNTY,
Respondent;

SEARLES VALLEY MINERALS, INC., et al.
Real Parties in Interest.

APPEAL FROM THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

HON. WILLIAM D. CLASTER, JUDGE PRESIDING

DEPARTMENT: CX104

CASE NO. 30-2021-01187275-CU-OR-CJC; RELATED 30-2021-
01187589-CU-WM-CXC

**VERIFIED PETITION FOR WRIT OF MANDATE OR
OTHER APPROPRIATE RELIEF; MEMORANDUM OF
POINTS AND AUTHORITIES**

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COURT OF APPEAL FOURTH APPELLATE DISTRICT, DIVISION THREE	COURT OF APPEAL CASE NUMBER:
ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO.: 293369 NAME: Kyle H. Brochard FIRM NAME: Richards, Watson & Gershon STREET ADDRESS: 350 S. Grand Avenue, 37th Floor CITY: Los Angeles STATE: CA ZIP CODE: 90071 TELEPHONE NO.: (213) 626-8484 FAX NO.: (213) 626-0078 E-MAIL ADDRESS: kbrochard@rwglaw.com ATTORNEY FOR (name): Petitioner- Indian Wells Valley Groundwater Authority	SUPERIOR COURT CASE NUMBER: 30-2021-01187275-CU-OR-CJC
APPELLANT/ PETITIONER: Indian Wells Valley Groundwater Authority RESPONDENT/ Superior Court of the State of California, County of Orange REAL PARTY IN INTEREST: Searles Valley Minerals Inc., et al	
CERTIFICATE OF INTERESTED ENTITIES OR PERSONS (Check one): <input checked="" type="checkbox"/> INITIAL CERTIFICATE <input type="checkbox"/> SUPPLEMENTAL CERTIFICATE	
Notice: Please read rules 8.208 and 8.488 before completing this form. You may use this form for the initial certificate in an appeal when you file your brief or a prebriefing motion, application, or opposition to such a motion or application in the Court of Appeal, and when you file a petition for an extraordinary writ. You may also use this form as a supplemental certificate when you learn of changed or additional information that must be disclosed.	

1. This form is being submitted on behalf of the following party (name): **Petitioner - Indian Wells Valley Groundwater Authority**
2. a. ☒ There are no interested entities or persons that must be listed in this certificate under rule 8.208.
- b. ☐ Interested entities or persons required to be listed under rule 8.208 are as follows:

Full name of interested entity or person	Nature of interest (Explain):
(1)	
(2)	
(3)	
(4)	
(5)	

☐ Continued on attachment 2.

The undersigned certifies that the above-listed persons or entities (corporations, partnerships, firms, or any other association, but not including government entities or their agencies) have either (1) an ownership interest of 10 percent or more in the party if it is an entity; or (2) a financial or other interest in the outcome of the proceeding that the justices should consider in determining whether to disqualify themselves, as defined in rule 8.208(e)(2).

Date: October 8, 2024

Kyle H. Brochard
 (TYPE OR PRINT NAME)


 (SIGNATURE OF APPELLANT OR ATTORNEY)

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I. INTRODUCTION

This petition presents an issue of first impression concerning the interaction between the Sustainable Groundwater Management Act (“SGMA”) (Water Code,¹ § 10720, *et seq.*) and what is referred to herein as the “Streamlined Adjudication Statutes” (Code Civ. Proc., § 830, *et seq.*). Recognizing its decision to hold a “safe yield phase” of trial—in a comprehensive adjudication for a groundwater basin subject to SGMA—lies in uncharted legal territory, Respondent Superior Court of Orange County has certified the issue for immediate review under Code of Civil Procedure section 166.1. (PA15-5698.²)

The Indian Wells Valley Groundwater Authority (“Authority”) petitions for review of Respondent’s August 5, 2024 order (served August 9, 2024) phasing the comprehensive groundwater adjudication for the Indian Wells Valley Groundwater Basin (“Basin”³) (Case No. 30-2021-01187275 (the “Adjudication”)) in a manner inconsistent with SGMA. Respondent ordered a Phase 2 trial on “safe yield,” authorizing a collateral attack on the Authority’s Groundwater Sustainability Plan (“GSP”) for the Basin outside of a validation action. This order comes more than four years after GSP adoption, and more

¹ All further undesignated statutory references are to this code.

² Petitioner’s Appendix is cited here as “PA” followed by volume–page number.

³ This is the same basin at issue in this Court’s recent decision in *Mojave Pistachios, LLC v. Superior Court* (2024) 99 Cal.App.5th 605, and involves the continued attempt to interfere with the Authority’s management of the Basin.

than two years after the Department of Water Resources (“DWR”) approved the plan, following a nearly two-year review.

The Phase 2 trial will consider evidence not previously presented to the Authority, nor to DWR. That would conflict with (1) Section 10726.6(a), which provides that a challenge to the validity of a GSP is subject to the validation statutes (Code Civ. Proc., § 860 et seq.), and (2) well-settled case law that all legal challenges to actions subject to validation must be pursued in a validation action.

Furthermore, Respondent’s proposed Phase 2 (safe yield) and Phase 3 (groundwater rights and a physical solution) do not “manage the proceedings in a manner that minimizes interference with the timely completion and implementation of” the GSP, nor do they “avoid[] redundancy and unnecessary costs in the development of technical information and a physical solution,” as mandated by Section 10737.2. Nor is Respondent ensuring that these phases will not substantially impair the Authority’s ability to achieve sustainable groundwater management within the SGMA mandated timeframes. (§ 10737.8.)

Indeed, Respondent acknowledged the phases were proposed because certain parties “want a physical solution to replace the GSP,” allowing them to “extract groundwater in sufficient amounts without paying any fees.” (PA15-5701-5702.) Respondent also expressed concern about the “practical effects” of its decision, being “troubled” by the potential jeopardy to \$50 million in federal funding for the Authority’s critical water

importation project. (PA15-5611:9-12⁴; PA15-5640:16-21.)

The management of an adjudication, and entry of a final judgment, must not undermine SGMA. This Court noted: “A court may not enter judgment in [an adjudication] unless it ‘finds that the judgment will not substantially impair the ability of a groundwater sustainability agency ... to achieve sustainable groundwater management.’” (*Mojave Pistachios, LLC v. Superior Court* (2024) 99 Cal.App.5th 605, 617 (“*Mojave Pistachios*”), quoting § 10737.8.) Respondent’s order will substantially impede the Authority’s compliance with SGMA.

Lastly, the proper management of an adjudication for a basin subject to SGMA is a novel and important issue of widespread concern recurring in litigation throughout California. There are at least three other adjudications currently setting trial phases in basins with adopted GSPs: two of these have set safe yield as the next phase of trial. There is a significant risk of conflicting rulings in these actions that could prevent groundwater sustainability agencies (“GSAs”) from managing critically overdrafted basins.

II. PETITION

A. The Parties

1) Petitioner, the Authority, is a California joint powers authority formed for the sole purpose of serving as the GSA for the Basin. (PA14-4982, ¶ 2; PA14-5241; MJN-B-318.⁵) Concluding

⁴ Transcripts are cited by page and line number, as appropriate.

⁵ The concurrently filed Motion for Judicial Notice is cited “MJN” followed by the exhibit and page number.

a multiyear process, the Authority adopted the Basin GSP in January 2020. After a near two-year review, DWR approved the GSP in 2022. (PA14-4982, ¶ 4; MJN-A-13; PA14-5016.) The Authority has spent over \$9.5 million developing and working to implement the GSP, and is pursuing \$50 million in federal funding. (PA14-4983, ¶ 5.) The Authority intervened in the Adjudication to ensure that the adjudication would not unduly interfere with implementation of its GSP. (PA1-519, 554-556.)

2) Respondent Superior Court of Orange County is the court exercising jurisdiction over this Adjudication, and related actions, with the Hon. William D. Claster assigned as the presiding judge. (PA15-5662; PA15-5590.)

3) The parties who have appeared in the Adjudication and participated in briefing the motion from which this Petition arises are real parties in interest. Those parties include: Searles Valley Minerals Inc. (“Searles”); Indian Wells Valley Water District (“District”); Meadowbrook Dairy Real Estate, LLC, Big Horn Fields, LLC, Brown Road Fields, LLC, Highway 395 Fields, LLC, and Meadowbrook Mutual Water Company (collectively “Meadowbrook”); Mojave Pistachios, LLC, John Thomas Conaway, John Thomas Conaway Trust, John Thomas Conaway Living Trust u/d/t August 7, 2008, Nugent Family Trust, and Sierra Shadows Ranch LP (collectively “Plaintiffs”); the City of Ridgecrest; the County of Kern; the United States of America; and the California Department of Fish and Wildlife.

a. Searles is a defendant, cross-defendant, and cross-complainant in the Adjudication. (PA1-77, 136, 229, 303.)

Searles exports groundwater out of the Basin for use in its minerals recovery and manufacturing company, and sells water to a subsidiary that serves residential users, governmental entities, and businesses. (PA1-138-39, ¶ 11; PA1-272.) Searles filed the Motion to Set Phase 2 Trial on Safe Yield and a Phase 3 Trial to Adjudicate Groundwater Rights and Establish a Physical Solution (“Searles’ Motion”). (PA9-3964.) This Petition challenges the order granting that motion. (PA15-5697.)

b. The District, through its cross-complaint, initiated the comprehensive adjudication part of the Adjudication. (PA1-223.) Formed in 1955 as a county water district, the District provides water it extracts from the Basin to residents of the City of Ridgecrest and the surrounding communities. (PA1-192; MJN-A-103.)

c. Meadowbrook is a party to the Adjudication that owns or controls land overlying the Basin on which it extracts water for agricultural use. (PA1-229, PA1-461-92.) Meadowbrook joined Searles’ Motion. (PA9-3984; PA14-5136.)

d. Plaintiffs filed the Adjudication seeking only to quiet title in alleged water rights against District, Searles, Meadowbrook, and other unknown parties, and expressly not seeking a comprehensive adjudication. (PA1-74.) Plaintiffs filed a “Response to and Partial Joinder” in Searles’ Motion, but did not join in Searles request for a safe yield phase of trial. (PA10-4366-4372; PA12-4711-4713.) Plaintiffs were listed as one of multiple signatories on the supplemental brief in support of Searles’ Motion. (PA14-5136, 5168.) A subset of Plaintiffs—Mojave

Pistachios, LLC, and Pail and Mary Nugent, trustees of the Nugent Family Trust (collectively “Mojave”)—filed a separate but related action against the Authority and all persons interested in the validity of the GSP (Orange County Superior Court Case No. 30-2021-01187589). (MJN-D-1802; E-1925.) That action (“the Mojave Pistachios Action”) was the subject of this Court’s opinion in *Mojave Pistachios, LLC v. Superior Court* (2024) 99 Cal.App.5th 605. The Authority includes as real parties in interest all parties, including Plaintiffs, who responded in any way to Searles’ Motion.

e. The United States of America is a party to the Adjudication. The United States opposed Searles’s Phase 2 motion on different grounds than those addressed in this Petition, and did not participate in the supplemental briefing. (PA10-4386.)

f. The City of Ridgecrest (“City”) is a party to the Adjudication, a member of the Authority, and joined oppositions to the Phase 2 Motion filed by both the Authority and the United States. (PA12-4699.) The City is the only incorporated city in the Basin and covers an area of approximately 20 square miles with a population of approximately 27,000 people. (MJN-A-87.)

g. The County of Kern is a party to the Adjudication, a member of the Authority, and joined in oppositions to the Phase 2 Motion filed by both the Authority and the United States. (PA12-4699.) The majority of the land overlying the Basin (277,204 acres, 73% of the land) encompasses portions of the County. (MJN-A-87.)

h. The California Department of Fish and Wildlife is a party to the Adjudication who filed a response to Searles's Phase 2 motion, but did not address the issues raised in this Petition. (PA10-4380.)

4) The District's cross-complaint seeks a comprehensive adjudication of the Basin and names as a defendant "All Persons Who Claim A Right to Extract Groundwater in the [Basin]." Respondent Court lists over 400 parties as participants in the Adjudication, and there are more possible cross-defendants that have not appeared. (PA16-6293-6273; PA9-3912, ¶ 9 ["more than 18,000 certified mailings"], PA9-3917-3918, ¶¶ 2-8 [posting notice of Adjudication on approximately 9,000 properties in February and March 2024].) The Authority does not name each of those parties individually here, but shall serve each party that has appeared in the Adjudication with a copy of this Petition.

B. The Record

5) The Authority has filed a 16-volume appendix with the Petition in compliance with California Rules of Court, Rule 8.486(b). The Petitioner's Appendix includes the order from which the Petition seeks relief (PA15-5692), the documents and exhibits submitted in support and opposition to the motion that led to the order (PA9-3964 - PA13-4736; PA13-4915 - PA14-5386), documents or portions of documents submitted to Respondent Court that are necessary to a complete understanding of the order, and transcripts of relevant hearings (PA8-3724, PA13-4817; PA15-5585).

C. **The Sustainable Groundwater Management Act (SGMA) of 2014**

1. ***SGMA requires critically overdrafted basins to be sustainably managed by 2040.***

6) Groundwater “is a major part of California's water supply, providing close to 40 percent of the state's supply during wet years and up to 60 percent in dry years.” (*Mojave Pistachios, supra*, 99 Cal.App.5th 605, 614, citing DWR, California's Groundwater (Bulletin 118) Update 2020.)

7) “According to the Department of Water Resources, many of California's groundwater basins are critically overdrafted, meaning ‘the average annual amount of groundwater extraction exceeds the long-term average annual supply of water to the basin. Effects of overdraft can include seawater intrusion, land subsidence, groundwater depletion, and chronic lowering of groundwater levels.’” (*Mojave Pistachios, supra*, 99 Cal.App.5th 605, 614, citing DWR, Critically Overdrafted Basins, <https://water.ca.gov/programs/groundwater-management/bulletin-118/critically-overdrafted-basins> [as of Feb 8, 2024], archived at: <https://perma.cc/7GSW-J7XF>.)

8) “It is the policy of the state that groundwater resources be managed sustainably for long-term reliability and multiple economic, social, and environmental benefits for current and future beneficial uses. Sustainable groundwater management is best achieved locally through the development, implementation, and updating of plans and programs based on the best available science.” (§ 113.) To implement this policy, the

Legislature enacted SGMA in 2014. (*City of Marina v. County of Monterey* (2023) 97 Cal.App.5th 17, 22-23; § 10720.1.)

9) Before SGMA, the primary method for solving groundwater disputes and protecting groundwater basins was litigation. In California, 23 basins have been adjudicated, but the process has been extraordinarily slow, decades in some cases, involving hundreds or thousands of parties and costing tens of millions of dollars. (PA14-5081, 5128.)

10) It is the expressed intent of the Legislature that SGMA provide for the sustainable management of groundwater basins; enhance local management of basins consistent with the rights to use or store groundwater; preserve water rights; establish minimum standards for sustainable groundwater management; avoid or minimize subsidence; improve data collection and understanding about groundwater; increase groundwater storage; manage basins through local government agencies; and provide for a more efficient and cost-effective groundwater adjudication process that protects water rights, ensures due process, prevents unnecessary delay, and furthers the objectives of SGMA. (§ 10720.1.)

11) SGMA requires all high or medium priority basins that have not been adjudicated to be managed under a GSP by 2020 or 2022, and authorizes the creation of GSAs to create such plans. (§§ 10720.7(a); 10720.8; 10727; 10723-10724.)

12) A GSP is a plan that when implemented allows a basin to operate within its sustainable yield—“the maximum quantity of water ... that can be withdrawn annually from a

groundwater supply without causing an undesirable result.”

(§§ 10721(u), (w); 10727.2.)

13) A GSP must include “a discussion of the measures that will be implemented to ensure that the basin will be operated within its sustainable yield, and an explanation of how the sustainability goal is likely to be achieved within 20 years of Plan implementation and is likely to be maintained through the planning and implementation horizon.” (Cal Code Regs., tit. 23, § 354.24; Wat. Code §§ 10727(a), 10727.2(b).)

14) SGMA establishes a new sustainability standard, listing six conditions that if occurring to a “significant and unreasonable” degree would constitute an “undesirable result”: chronic lowering of groundwater levels; reduction of groundwater in storage; seawater intrusion; degraded water quality; land subsidence; and depletions of interconnected surface water. (§ 10721(x)(1)-(6); Cal Code Regs., tit. 23, § 354.26; PA14-5081.)

15) Yet, SGMA does not define “significant and unreasonable.” That is left to GSAs to define and describe in the GSP subject to DWR review. (Cal Code Regs., tit. 23, § 354.26.)

16) The Assembly Committee on Water Parks, and Wildlife observed that “Pre-SGMA groundwater adjudications did not include the new standard because it didn’t exist. That means that the body of case law surrounding adjudications, and which some attorneys will attempt to rely on, does not address or meet sustainability goals.” (PA14-5081.)

17) However, at least as to the chronic lowering of groundwater levels, SGMA’s definition of “sustainable yield”

appears virtually interchangeable with the definition of “safe yield” in case law. (See *City of Santa Maria v. Adam* (2012) 211 Cal.App.4th 266, 279 (“*Santa Maria*”) [“Safe yield” is “the maximum amount of water that could be extracted annually, year after year, without eventually depleting the underground basin”], quoting *City of Los Angeles v. City of San Fernando* (1975) 14 Cal.3d 199, 214; see also Eric Garner et. al., The Sustainable Groundwater Management Act and the Common Law of Groundwater Rights-Finding A Consistent Path Forward for Groundwater Allocation (2020) 38 UCLA J. Envtl. L. & Pol’y 163, 174 [“Both terms are linked to the concept of avoiding undesirable results and seem indistinguishable in terms of how the yield is measured”]; 2 Slater, California Water Law and Policy, (2022), § 11.06, p. 11-32 [“‘sustainable yield’ is virtually interchangeable with the term ‘safe yield.’”].)

18) A GSP must “include a water budget for the basin that provides an accounting and assessment of the total annual volume of groundwater and surface water entering and leaving the basin, including historical, current and projected water budget conditions, and the change in the volume of water stored.” (Cal Code Regs., tit. 23, § 354.18(a).) This includes all inflows and outflows from the groundwater system, and “an estimate of sustainable yield for the basin.” (Cal Code Regs., tit. 23, § 354.18(b)(2), (3), (7).)

19) The water budget components required in a GSP is the same data that historically has been used to determine “safe yield” in a common law groundwater adjudication. (See *Santa*

Maria, supra, 211 Cal.App.4th 266, 279 [“Safe yield is generally calculated as the net of inflows less subsurface and surface outflows”].)

20) GSAs, however, do not determine the water rights of the basin’s users, and their management actions do not affect groundwater rights. (§§ 10720.5(b); 10726.8(b); 10738.)

21) After a GSP is adopted it is subject to two possible avenues of review.

2. *First, groundwater sustainability plans are subject to the validation statutes.*

22) The actions of a GSA, including adoption of a GSP, may be challenged in court. (§ 10726.6.)

23) A challenge to the validity of a GSP is subject to the validation statutes (Code of Civ. Proc., § 860, et seq.), and shall be filed “no sooner than 180 days following adoption of the [GSP].” (§ 10726.6(a).)

24) If the GSA has not filed a validation action, “any interested person may bring an action within the time ... specified in [Code of Civil Procedure] Section 860 to determine the validity of such matter.” (Code Civ. Proc., § 863.) In such action, the GSA “shall be a defendant” and the summons shall also be directed to “all persons interested in the matter” (*Id.*) Such actions are referred to as “reverse validation actions.” (*Central Delta Water Agency v. Dept. of Water Resources* (2021) 69 Cal.App.5th 170, 236.)

3. *Second, DWR continually evaluates and assesses GSPs and their implementation to ensure that sustainability goals are met.*

25) Separate from the validation statutes, a GSP is reviewed by DWR to determine whether it substantially complies with SGMA. (§§ 10733, 10733.4; Cal Code Regs., tit. 23, §§ 355.2, 355.4.)

26) The GSA must submit its GSP to DWR for review. (§ 10733.4(a).)

27) DWR allows for public comments, and has two years to issue an assessment of the GSP. (§ 10733.4(c), (d).)

28) DWR reviews GSPs using a methodology and criteria it developed pursuant to Legislative mandate. (§ 10733.2(a); Cal Code Regs., tit. 23, §§ 355-355.10.)

29) DWR's review includes an analysis of "[w]hether the assumptions, criteria, findings, and objectives, including the sustainability goal ... are reasonable and supported by the best available information and best available science." (Cal Code Regs., tit. 23, § 355.4.)

30) DWR assesses GSPs as: approved; incomplete; or inadequate. (Cal Code Regs., tit. 23 § 355.2(e).)

31) During the review period, the GSA may implement the GSP. (§ 10733.4.)

32) Following adoption of a GSP, GSAs submit annual reports to DWR with specific data regarding their basin. (§ 10728.)

33) A GSA must "periodically evaluate its [GSP], assess

changing conditions in the basin that may warrant modification of the plan or management objectives, and may adjust components in the plan.” (§ 10728.2.)

34) DWR mandates that these evaluations occur “at least every five years and whenever the Plan is amended” and that the GSA “provide a written assessment” to DWR describing “whether the Plan implementation, including implementation of projects and management actions, are meeting the sustainability goal in the basin....” (Cal Code Regs., tit. 23, § 356.4.)

35) The periodic evaluation must assess any significant new information or changes in water use, newly obtained information and data that has been made available since GSP adoption, and “whether new information warrants changes to any aspects of the Plan....” (*Id.*, subd. (f).)

36) DWR reviews basin progress at least every five years, including “any available groundwater sustainability plan or alternative submitted in accordance with Section 10733.6, and the implementation of the corresponding groundwater sustainability program for consistency with [SGMA], including achieving the sustainability goal.” (§ 10733.8.)

37) If, during review of an initial GSP or a periodic evaluation, DWR, in consultation with the State Water Resources Control Board (Board or SWRCB), “determines that a [GSP] is inadequate or that the groundwater sustainability program is not being implemented in a manner that will likely achieve the sustainability goal” then DWR may designate such basin as a “probationary basin.” (§§ 10735.2(a)(3), (a)(5)(A).)

38) If the GSA fails to remedy the deficiencies, the Board may take control and develop an interim basin management plan. (§§ 10735.6; 10735.8.)

39) In addition to regulatory oversight, DWR supports local groundwater management. “Since 2016, [DWR] has awarded over one-half a billion dollars for SGMA planning and implementation.” (PA14-5068.)

40) DWR has completed the initial evaluation of all submitted GSPs, approving 71, finding 13 were incomplete, and deeming 6 GSPs to be inadequate and subject to Board intervention. (*Id.*)

D. Adjudications Are Intended to Be Managed Consistently with GSPs—SB 226 and AB 1390

41) During SGMA’s development many voiced a desire to streamline adjudications as an additional tool to help manage groundwater. (PA14-5127.) Because GSAs do not decide water rights, a need remained to provide water rights holders with a forum for resolving legal disputes. (*Id.*)

42) In 2015, separate legislative bills—SB 226 and AB 1390—were introduced to streamline comprehensive groundwater adjudications. Those bills eventually became companion bills, each becoming law only if the other did as well. (PA14-5126.)

43) These bills were intended to make the “adjudication more cost effective, provide a fair process to settle water rights disputes, and ensure that litigants don’t misuse the court system to obstruct and delay SGMA.” (PA14-5113, 5127.) Together the

bills were intended to “establish a comprehensive process that applies to all basin-wide groundwater adjudication ... and would integrate and streamline the groundwater adjudication process for basins that are subject to SGMA.” (PA14-5128.)

44) However, it was understood that adjudications were not intended as an alternate to SGMA. The bills directed courts to avoid redundancy and conflicts with the SGMA process and timelines. (PA14-5133.)

1. AB 1390

45) AB 1390 added Chapter 7 (commencing with Section 830) to Title 10 of Part 2 of the Code of Civil Procedure.

46) The Enrolled Bill Report for AB 1390 provides:

“This bill, in conjunction with SB 226 (Pavley, 2015), would reform the groundwater adjudication process to establish a more efficient and cost-effective process that is consistent with [SGMA]. Among its provisions, this bill would: (1) establish a process for plaintiffs who file for a groundwater adjudication to provide notice and service of the complaint to affected parties in a comprehensive adjudication, (2) require parties to serve initial disclosures within six months of appearing ..., (3) authorize the court to issue a preliminary injunction to limit pumping during litigation of a basin in overdraft, and (4) authorize the court to stay a comprehensive adjudication for a period of up to one year ... in order to facilitate settlement.”

(PA14-5126.)

47) As originally proposed, however, AB 1390 would have “[e]xempt[ed] the basin subject to an adjudication order or final judgment from all requirements of SGMA except minimal reporting, to the extent feasible.” (PA14-5078.)

48) The Assembly Committee on Water, Parks, and Wildlife warned:

“This has the potential to de-stabilize local agencies efforts to comply with SGMA. At every turn where locals attempt to develop a plan provision that is disliked but necessary – such as charging fees or limiting withdrawals in any way – a dissatisfied minority could pull the rug out from under the plan development by filing an adjudication action and thus enveloping the future of the plan in a cloud of uncertainty as the subsequent action could supersede all SGMA requirements. This is compounded by the fact that the locals will still have to develop and implement SGMA plans, even as an adjudication is pending. [SGMA] was purposefully drafted that way so that entities could not throw themselves into decades-long adjudications as a way of circumventing sustainable basin management.”

(PA14-5081.)

49) The Committee report suggested that AB 1390 be amended to “conform with SGMA,” and noted that “[i]f the adjudication is designed to be functionally equivalent to a GSP,

there will be no conflict.” (PA14-5082.)

50) Two weeks later, a report from the Assembly Committee on Judiciary stated:

“The bill in print includes a provision that would exempt a basin adjudicated under this bill from SGMA. However, because the bill’s purpose is to streamline the adjudication process without impacting SGMA, the author will amend the bill in this Committee to remove that provision.”

(PA14-5085, italics in original.)

51) The provision exempting post-SGMA adjudications from SGMA requirements was removed. “Both the author and sponsor [of AB 1390] insist[ed] that the purpose of the bill is to improve adjudication procedures and not change SGMA.” (PA14-5089.)

2. SB 226

52) SB 226 added Chapter 12 (commencing with Section 10737), and subsections 10720.1(i), and 10720.5(c) to the Water Code; amended Section 10722.2(a); and added Section 837.5 to the Code of Civil Procedure.

53) The Enrolled Bill Report for SB 226 provides:

“[T]his bill would (1) clarify that the state may intervene in a comprehensive adjudication ..., (2) direct the court, in a basin subject to SGMA, to manage the adjudication proceedings in a manner that minimizes interference with the timely

completion and implementation of a groundwater sustainability plan, and that avoids redundancy and unnecessary cost in the development of technical information and a physical solution, and (3) prohibit the court from adopting a judgment that would obstruct a [GSA] from complying with SGMA.”

(PA14-5112.)

54) SB 226 relies on the provisions from AB 1390 “but then sets out additional standards and procedures for the court to apply in basins that are subject to SGMA in order to ensure minimal interference with GSP development and maintain consistency with SGMA objectives.” (PA14-5104; PA12-4690.)

55) Particularly relevant here is the addition of Chapter 12 to SGMA, commencing with Section 10737, which contains the requirements for managing an adjudication in a basin subject to SGMA.

56) Under Section 10737.2 courts are now mandated to manage adjudications in manner that “minimizes interference with the timely completion and implementation of a groundwater sustainability plan, avoids redundancy and unnecessary costs in the development of technical information and a physical solution, and is consistent with the attainment of sustainable groundwater management within the timeframes” of SGMA.

57) Section 10737.8 mandates that “the court shall not approve entry of judgment in an adjudication action for a basin required to have a [GSP] unless the court finds that the judgment will not substantially impair the ability of a groundwater

sustainability agency, the board, or the department to comply with [SGMA] and to achieve sustainable groundwater management.” This mandate is in addition to the findings a court must make under Code of Civil Procedure section 850, prior to entering judgment in any adjudication action.

58) Even when a judgment has been entered following a groundwater adjudication, a SGMA basin may still be subject to probation and intervention from the SWRCB (Chapter 11 of SGMA, commencing with Section 10735) if the basin is not managed in a manner likely to achieve the sustainability goal. Section 10737.4 allows a basin to be exempted from Chapter 11, only if: (1) the judgment is submitted to DWR for evaluation and assessment as an alternative to a GSP under Section 10733.6(b)(2); and (2) DWR “determines that the judgment satisfies the objectives of [SGMA] for the basin.”

59) Even then, every five years, DWR must assess implementation of the judgment for consistency with SGMA, and recommend corrective actions. (§ 10737.6.)

3. AB 779

60) In 2023, the Legislature adopted AB 779, further amending SGMA and the Adjudication Statutes, including amendments to the Adjudication Statutes that simply reiterated existing SGMA requirements.

61) Although Section 10737.2 already mandated how adjudications of SGMA basins are to be managed, AB 779 amended Code of Civil Procedure section 840 to reiterate that “the court shall ... [i]n an adjudication action for a basin required

to have a [GSP] ... manage the case in accordance with Section 10737.2 of the Water Code.”

62) AB 779 reiterated that a “court may enter judgment in an adjudication action for a basin required to have a” GSP, only when “the judgment will not substantially impair the ability of a [GSA, the SWRCB, or DWR] to comply with [SGMA] and to achieve sustainable groundwater management.” (See Code Civ. Proc., § 850(b), *compare* Wat. Code, § 10737.8.)

63) AB 779 required that a judgment in a comprehensive adjudication must also consider “the water use of and accessibility of water for small farmers and disadvantaged communities,” and provided that the court may refer the matter to the SWRCB for a joint investigation and report with DWR. (Code Civ. Proc., § 850(a)(4), (c).)

E. The Authority Was Formed to Manage the Basin

1. The Basin

64) The Basin is located in the northwestern part of the Mojave Desert to the east of the Sierra Nevada Mountains, and extends across roughly 382,000 acres (600 square miles) under portions of Kern County, Inyo County, and San Bernardino County. (MJN-A-97; *Mojave Pistachios, supra*, 99 Cal.App.5th 605, 614.)

65) Approximately 302,095 acres overlying the Basin are owned by the Navy for the Naval Air Weapons Station (“NAWS”) China Lake or managed by the Bureau of Land Management; the remaining acres are residential, industrial, and agricultural

lands. (MJN-A-98.)

66) There is no water importation infrastructure or significant surface water features in the Basin. Groundwater is the sole source of potable water. (PA2-1323; MJN-A-76.)

67) Groundwater levels have been steadily declining for more than half a century. (*Mojave Pistachios, supra*, 99 Cal.App.5th at p. 614; PA2-1324.)

68) There are an estimated 872 shallow wells in the Basin, providing water to 1,588 hook-ups for domestic uses. (MJN-A-56, B-1328; PA5-2866.) Many of these are private domestic wells extracting less than 1 acre-foot per year (“AFY”) of groundwater. (PA2-1323, ¶ 8.) Many of these shallow wells are located in disadvantaged communities, exacerbating the financial impact caused by the chronic lowering of groundwater levels. (MJN-A-52, 176.)

69) DWR has designated the Basin a high-priority basin subject to critical conditions of overdraft. (PA2-1322; MJN-A, 41.)

**2. *The Authority is formed and GSP is
adopted [District votes for it]***

70) The Authority was formed in July 2016 and is comprised of five general members—City of Ridgecrest, County of Inyo, County of Kern, County of San Bernardino, and Indian Wells Valley Water District—who make up its Board of Directors. (PA14-5241, 5262, MJN-A-42, B-319, 329.) The United States Department of the Interior Bureau of Land Management, and the United States Naval Air Weapons Station China Lake are associate members without voting power. (PA14-5242, 5263;

MJN-B-319, 330.) The Authority is the sole GSA for the Basin.

71) After its formation, the Authority retained Stetson Engineers Inc. as the Water Resources Manager (“WRM”) to aide in preparation and implementation of a GSP. (PA2-1322-1333; MJN-A-80.)

72) The Authority developed a publicly-accessible database to store and present specific supporting elements of the GSP, including monitoring, reporting, management criteria, a water budget, hydrogeologic conceptual model, and other supporting documentation. The database is located here: <https://www.iwvgsp.com>. (MJN-A-44.)

73) The Authority established an 11-person Policy Advisory Committee (“PAC”) comprised of representatives from: agriculture (3); business interests (2); domestic well owners (2); residential water customers (2); the Eastern Kern County Resources Conservation District (1); and wholesale and industrial users. Non-voting members included representatives of the Navy, District, BLM, and Kern County. (MJN-A-42-43.)

74) The Authority established a Technical Advisory Committee (“TAC”) comprised of individuals representing PAC members, as well as the general interests of landowners and water users in the Basin. All TAC members were required to have a formal education and experience in a groundwater-related field and understand the technical aspects of the Basin or similar basins in California. (MJN-A-84.) Mojave and Meadowbrook each had representatives on the TAC and PAC. (MJN-F-2612, 2672.)

75) From June 2017 to the adoption of the GSP in

January 2020, the PAC and TAC held 31 and 28 meetings, respectively. There were also 61 meetings of the Authority. These meetings were open to the public and most were recorded with video available afterward. (MJN-A-88-92.)

76) Additionally, the TAC created a Model Ad Hoc Group that participated in workshops and conference calls reviewing and commenting on the Desert Research Institute's ("DRI's") update of a groundwater flow model for use in the GSP. (MJN-A-167, 173, 183-185.)

77) Building on prior work from DRI and others, including a review of 14 previous studies of recharge in the Basin, a water budget was developed, which estimated the long-term average natural recharge to be 7,650 AFY. (PA2-1324, ¶ 11; MJN-A-161-175.) The water budget was confirmed during model recalibration, and by the TAC Model Ad Hoc Group. (MJN-A-167 fn. 32, 183-184.)

78) Using this data, the Authority, in coordination with DRI and the TAC, determined the current sustainable yield of the Basin to be 7,650 AFY, and determined this to be the safe yield of the Basin as well. (MJN-A-173, 209, 250 fn. 44.)

79) Despite inflows of only 7,650 AFY, the historical water budget (1922-2016) estimated outflows of 21,880, resulting in an average annual loss of 14,230 AF, and the current water budget (2011-2015) found outflows of 32,640 AFY, including 27,740 AF in extractions, resulting in an average loss of 24,990 AF. (MJN-A-167-169.)

80) The largest pumpers in the Basin (collectively

referred to as the Large Pumpers) include: Meadowbrook (7,505 AFY average); Searles (2,632 AFY average); District (6,911 AFY average), and Mojave. (MJN-B-1259; E-1943, ¶ 22, F-3059.)

81) Modeling scenarios performed for the GSP indicated that without changes 81 shallow wells would be impacted by 2030, 231 would be impacted by 2040, and 800 wells would be impacted by 2070. (MJN-B-1339; A-216.)

82) The GSP proposed several possible projects and management actions. However, only an import project has the potential to increase available potable water to meet the needs of the Basin. (MJN-A-63-70.) The GSP estimated infrastructure costs for that project at roughly \$178,000,000. (MJN-B-1662.) This estimate has since been revised to be in excess of \$200,000,000.

83) The GSP was adopted by the Authority on January 16, 2020, with all members, including the District, voting to approve it.

84) From the formation of the Authority in 2016 through 2019 the Authority spent over \$3 million developing the GSP. (PA14-4983.)

3. Implementation of the GSP.

85) Following adoption of the GSP, the Authority began implementation.

86) The Authority adopted a Sustainable Yield Report to provide further information to the public regarding the calculation of the sustainable yield, which the District voted to adopt. (PA5-2448, 2830.) Consistent with the GSP, this report

concluded the sustainable yield for the Basin is 7,650 AFY.

87) The Authority adopted the Replenishment Fee to fund the imported water project and shallow well mitigation program, and also adopted a transient pool and fallowing program. (PA1-0215-0217, 221; PA5-2687-2690, 2692; PA10-4224-4228, 4230.)

88) Consultants for the Authority completed an alignment study to identify the best route for the imported water pipeline, and have begun to design the pipeline and prepare the necessary CEQA documents. (PA10-4225-4228.)

89) Unfortunately, the Authority has been unable to secure funding for its proposed recycled water project due to concerns that the overall cost per acre-foot of water produced was prohibitive. (PA10-4228-4229.)

90) From 2020 through 2022, the Authority spent over \$6.4 million implementing the GSP. (PA14-4983.)

91) The Authority has received three grants totaling more than \$13 million for development and implementation of the GSP. (PA14-4983-4984; PA10-4225, 4230.) This includes a grant of \$7,600,000 for the import project. (PA10-4226.)

92) Most recently, the United States Congress approved the Water Resources Development Act of 2024 (WRDA 2024), which includes between \$5 million (as approved by the House of Representatives) and \$50 million (as increased by the Senate) for the Authority's import project. (PA14-4985-4986.) That Act is awaiting reconciliation, and then funds can be appropriated. (PA16-6173-6174.)

93) It is estimated that groundwater extractions have been decreasing during GSP implementation, however, the Basin is still in overdraft and there are reports of impacts on shallow wells. (PA2-1324-1326, ¶¶ 16-25.)

4. DWR Approves the Authority's GSP

94) On January 13, 2022, DWR approved the Authority's GSP. (PA14-4982, 5016; PA5-2451.)

95) DWR staff concluded the GSP "demonstrates a thorough technical understanding of the basin based on best available science and information." (PA5-2457; PA14-5022.)

96) DWR found the GSP "is designed to achieve near-term progress towards groundwater sustainability, especially by reducing basin overdraft" and the Authority "should be able to address Plan deficiencies before they would affect the ability of the Basin to achieve sustainability." (PA5-2499; PA14-5064.)

97) As required by SGMA, the Authority is currently working on its 5-year GSP evaluation, which will continue to fill data gaps and deficiencies identified in the DWR approval. (See Cal Code Regs., tit. 23, § 356.4; PA10-4224-4226.) That evaluation will be submitted to DWR in January 2025. (PA10-4249, 4263, 4324.)

F. Adjudication and Related Litigation

98) Plaintiffs filed the Adjudication in November 2019 in Kern County Superior Court seeking to quiet title to an alleged groundwater right naming the District, Searles, and Meadowbrook as defendants. (PA1-74.)

99) A demurrer by the District was sustained, in part,

with leave to amend and Plaintiffs were ordered to state the names of non-party producers known to them. (PA1-158, 161-164.) The Kern County Superior Court also stated “it is hard to imagine how” the relief sought by Plaintiff “would not impact the entire Basin,” but declined, at the pleading stage, to hold that a comprehensive adjudication was required. (PA1-161.)

100) Plaintiffs amended their complaint in August 2020. (PA1-166.)

101) On September 30, 2020, Mojave filed the Mojave Pistachios Action, which was brought under the validation statutes to challenge the validity of the GSP and other implementing actions. (MJN-D-1802.)

102) In early 2021, these lawsuits were transferred to Orange County Superior Court. (PA1-204, 211.)

103) Subsequently, Mojave and Searles attempted to enjoin the Authority from implementing its GSP, including collecting the Replenishment Fee. (PA1-211, 216-222.) Those motions were denied on May 25, 2021. (*Id.*)

104) Mojave has since filed a Fourth Amended Complaint in the Mojave Pistachios Action and elected to prepare the administrative record, but has yet to do so. (PA2-0957, 1091, 1143; MJN-E-1936.)

105) A few weeks after Mojave’s failed attempt to enjoin implementation of the GSP, the District filed a cross-complaint for a comprehensive adjudication of the Basin in the Adjudication. (PA1-0223.)

106) In March 2022, the Authority intervened in the

Adjudication to ensure that the adjudication would not unduly interfere with the implementation of its GSP. (PA1-519.)

107) In May 2022 Respondent court stated a concern that the trial judge must be appointed by the Judicial Council pursuant to Code of Civil Procedure section 838(a)(1). (PA2-0951.) A joint request to appoint Respondent was made to the Judicial Council. Receiving no response, the District filed an original petition in the California Supreme Court. (PA2-1141.) At the September 1, 2023 Status Conference, Respondent court reported that it received notice that there was no need for the Judicial Council to formally appoint a judge. (PA2-1197.)

108) During this time, Respondent court continued to hold status conferences, in advance of which the parties submitted status conference statements. (PA2-947, 1086, 1138.)

109) Beginning in December 2022, the Large Pumpers stated they would seek a phase one trial to determine the safe yield of the Basin and indicated they would be ready as early as Spring 2023. (PA2-0704-705, 0964.)

110) The Large Pumpers stated they had formed a group to develop a separate analysis of safe yield. In March 2023, the Large Pumpers stated their work on safe yield was nearly complete. (PA2-0964.)

111) The Authority opposed setting any safe yield phase. (PA2-0966-968, 0981-982.) The Authority also informed all that it was in the process of updating its technical analysis for the 5-year GSP evaluation, and that any review of sustainable yield should be done in that GSP process. (PA2-0968.)

112) At the September 1, 2023 hearing, the parties discussed whether class counsel should be appointed for the de minimis users, who rely on the shallow wells. (PA2-1211:5-1235:16.) Respondent court requested that a motion be filed. (PA2-1235:8-16.)

113) The Authority filed the motion for appointment of class counsel, which was vehemently opposed by the Large Pumpers, and denied in December 2023. (PA2-1298-1390; PA3-1510 - PA4-2318; PA6-3071-3086 [order], 3088-3100 [transcript].)

114) In January 2024, the District filed its long foreshadowed motion for a Phase 1 trial. However, the motion did not seek to set a trial on safe yield. Instead, District sought a Phase 1 trial on groundwater in storage and the United States' Federal Reserved Water Right claim, leaving safe yield for a later phase. (PA6-3164 - PA7-3295.)

115) The other Large Pumpers filed joinders in the District's motion. (PA8-3334, 3343, 3701.)

116) The Authority opposed District's request for a determination of groundwater in storage in Phase 1 or any phase, but did not oppose a phase 1 trial on the federally reserved water right. (PA8-3373-3379.)

117) The Authority asserted that a determination of groundwater in storage was not required to determine groundwater rights, and would interfere with and duplicate the Authority's efforts to implement its GSP, including the 5-year evaluation. (PA8-3377-3379.)

118) The United States also opposed the motion, asserting

that a determination of groundwater in storage is not a prerequisite to a determination of *water rights*. (PA8-3622-3622.)

119) The tentative decision for the Phase 1 motion was to grant the request for a Phase 1 trial on the federally reserved water right, but the tentative was silent on the request to determine water in storage.

120) At the hearing on the Phase 1 motion, the Authority argued a phase on storage was not appropriate, and reiterated that it's 5-year evaluation of the GSP was ongoing and that the Large Pumpers claimed to have materials relevant to the evaluation that were not being submitted to the Authority because of the Adjudication. (PA8:3778:19 - 3779:24.)

121) The Large Pumpers argued for a phase on water in storage. Searles' counsel then requested to bring a motion for a Phase 2 trial on safe yield. (PA8-3803:6-22.)

122) Respondent court partially granted the motion setting a Phase 1 trial on the federally reserved water right, but denied the motion as to the request to determine groundwater in storage. (PA9-3821.)

G. Phase 2 Motion, Supplemental Briefing; and Certification for Appeal (CCP § 166.1)

123) Searles filed its motion for a Phase 2 trial on safe yield and a Phase 3 trial on water rights and a physical solution (Searles' Motion) on May 22, 2024, joined by the other Large Pumpers. (PA9-3964; PA9-3984; PA10-4044; PA10-4366.) The hearing on Searles' Motion was set for June 14, 2024.

124) The Authority opposed the motion arguing any

challenge to the GSP, including its safe yield determination, had to be done through a validation action under Section 10726.6(a). (PA10-4119-4121.) The Authority also contended that the phasing proposed in Searles' Motion violated Section 10737.2's mandates to minimize interference with GSP implementation, and avoid redundant and unnecessary costs. (PA10-4121-4122.)

125) Each of the Large Pumpers replied to the Authority's opposition, but only Searles mentioned the validation statutes. (PA10-4401; PA12-4588; PA12-4657; PA12-4711.) Searles claimed they did not apply to an adjudication without citing or discussing Section 10726.6 or any case law. (PA10-4405.) Searles also urged Respondent to ignore the mandate in Section 10737.2, asserting it was merely an "aspirational goal." (PA10-4406.)

126) In its tentative ruling before the June 14 hearing Respondent court stated:

"[T]he Court shares the Authority's concerns about a safe yield determination that conflicts with its own sustainability determination, particularly since counsel for Mojave and Searles acknowledge that these two concepts are essentially equivalent. See Slater, 1 California Water Law and Policy (2024) § 11.06 ("the statutory definition of 'sustainable yield' is virtually interchangeable with the term 'safe yield.'"); Garner et al., The Sustainable Groundwater Management Act and the Common Law of Groundwater Rights—Finding a Consistent Path Forward for Groundwater Allocation (2020) 38 UCLA

J. Env'tl. L. & Pol'y 163, 173-174 ("Both terms . . . seem indistinguishable in terms of how the yield is measured.")

Along these lines, if "safe yield" and "sustainable yield" are the same thing, how would this Court's determination that the "safe yield" differs from the already-determined "sustainable yield" affect any actions taken by the Authority? For example, if the Court were to find the "safe yield" is far larger than the "sustainable yield" as determined by the Authority, and assuming that finding becomes the basis for a physical solution, how would that affect the legality of the Basin Replenishment Fee and other fees adopted in reliance on the GSP? Put another way, would a physical solution effectively displace the GSP?"

(PA13-4937.)

127) Respondent's ruling did not mention Section 10726.6(a), or discuss the validation statutes at all. (*Id.*)

128) Respondent court "provisionally granted" Searles' Motion, but ordered the parties to file supplemental briefs addressing the above questions, and scheduled another hearing for August 5, 2024. (PA13-4918.)

129) The Authority's supplemental brief addressed Respondent's questions, again discussing Sections 10726.6(a), and 10737.2. (PA14-4953.)

130) The Large Pumpers filed a joint supplemental brief,

which did not address Section 10726.6(a). (PA14-5136.)⁶

131) A further hearing was held on August 5, 2024, following which Respondent granted Searles' Motion, and certified the issues for appellate review under Code of Civil Procedure section 166.1. (PA15-5590.) Notice of the court's order was served on August 9, 2024. (PA15-5692.)

132) Subsequently, the Large Pumpers, District, and United States, each submitted different proposed schedules for the Phase 2 trial. (PA16-5939-5982, 6039-6047.)

133) Respondent court held a status conference on October 2, and ordered the parties to proceed along the schedule proposed by the United States, with a Phase 2 trial on March 30, 2026.

134) As of this filing neither the minute order, ruling, nor transcript from the October 2, 2024 hearing are available. Counsel for the Authority has emailed the reporter for the October 2 hearing to order the transcript, but has not yet received a response.

H. The Petition Is Timely

135) Notice of the order granting Searles' Motion was served on August 9, 2024. (PA10-5692.) Therefore, Petitioner has sought timely relief. (*McDermott Will & Emery LLP v. Superior*

⁶ For their supplemental brief the Large Pumpers adopted the moniker "the Technical Working Group." (PA14-5146.) This Court should not do the same. There have been many studies performed of the Basin, including in the 1990s by a group referred to as the Technical Working Group. The Large Pumpers adoption of the same moniker will cause confusion. Further, the Large Pumpers are working together in litigation, they have not created an unbiased group of experts whose work is open the public.

Court (2017) 10 Cal.App.5th 1083, 1100.)

I. Multiple Factors Justify Writ Relief

136) Respondent court is operating in an uncharted area of law. No Court of Appeal has provided guidance on the procedure for adjudicating water rights in a basin subject to SGMA, where a GSA is attempting to implement a GSP approved by DWR. Acknowledging the importance of the issues in this Petition, Respondent court certified its order for immediate review and has requested appellate guidance. (PA15-5646:23-25 [“If the Court of Appeal wanted to weigh in on this, I’m all ears. I would love to hear what they have said”]; PA15-5698.) This Court should accept review and grant relief.

137) Respondent court’s phasing order disrupts management of the Basin, allowing certain large extractors, primarily responsible for the overdraft in the Basin, to challenge the GSP’s technical foundation (the safe/sustainable yield determination) with evidence not previously provided to the GSA, reviewed by DWR, or presented to the public. Then, those extractors can propose a “physical solution” antithetical to the adopted DWR-approved GSP.

138) Allowing parties to challenge a GSP outside of a validation action undermines the validation statutes’ purpose. Further, Respondent has not ensured minimal interference with GSP implementation or avoided redundancy and unnecessary costs. That the Authority must expend resources participating in the adjudication to defend the GSP, instead of implementing it, is an interference that should not exist.

139) Furthermore, the current Phase 2 and Phase 3 raise concerns of inconsistent results where a DWR-approved GSP, never invalidated in a validation action, is superseded years later by a judgment with drastically different terms.

140) Whether a safe yield phase of trial is appropriate in the adjudication of a basin with a DWR-approved GSP, is an issue being faced by trial courts overseeing adjudications of the Los Posas, Oxnard/Pleasant Valley, Upper Ventura River and Cuyama Basins.

III. PRAYER

Petitioner prays that this Court:

1. Issue a peremptory writ of mandate directing Respondent court to accept the GSP's safe/sustainable yield calculation for all purposes in the adjudication proceeding.
2. Issue a peremptory writ of mandate directing Respondent court to accept the GSP as the basis for any physical solution in adjudicating groundwater rights, adding restrictions only where necessary.
3. Grant such other relief as may be just and proper.

Dated: October 8, 2024 RICHARDS, WATSON & GERSHON
A Professional Corporation

By: /s/ Kyle H. Brochard
KYLE H. BROCHARD
Attorneys for Petitioner
Indian Wells Groundwater Authority

IV. MEMORANDUM OF POINTS AND AUTHORITIES

A. Introduction

This Petition concerns the proper scope of trial in a comprehensive adjudication of groundwater rights in a basin subject to SGMA.

Respondent has ordered a Phase 2 trial on the “safe yield” for the Basin. (Petition, ¶¶ 123, 131.)⁷ While this may have been logical prior to SGMA, the Authority spent years and millions of dollars developing a GSP for the Basin. The technical information developed in the GSP process was used to establish the “safe yield” and a “sustainable yield” for the Basin. (Petition, ¶¶ 72-78; MJN-A-250, fn. 44 [“The safe yield is ... currently estimated to be 7,650 AFY. The current estimate of the sustainable yield ... is also currently estimated to be 7,650 AFY”].)⁸

Respondent’s Phase 2 and Phase 3 proposal disregards SGMA, and reverts to a pre-SGMA adjudication schedule, giving effect only to the Code of Civil Procedure changes regarding how potential defendants are notified and served in an adjudication. This is not what the Legislature intended when adopting AB 1390 and SB 226.

⁷ “Safe yield” is defined as “the maximum amount of water that could be extracted annually, year after year, without eventually depleting the underground basin.” (*City of Santa Maria supra*, 211 Cal.App.4th 266, 279 (citation omitted).) “Safe yield is generally calculated as the net inflows less subsurface and surface outflows.” (*Id.*)

⁸ Respondent court has recognized that “safe yield” and “sustainable yield” are “essentially equivalent terms.” (PA15-5707; see also Petition, ¶¶ 17, 19.)

A Phase 2 trial on “safe yield” must not proceed. Any challenge to the safe or sustainable yield of the Basin must be brought only in a reverse validation action. Mojave has challenged the Authority’s GSP in a reverse validation action, but has not advanced that action. (Petition, ¶¶ 101, 104.) That validation action is the only forum to review the Authority’s safe/sustainable yield calculation with the proper deference given to the Authority. A Phase 2 trial seeking to upend that calculation is a collateral attack on the GSP, based on different evidence and a different standard of proof. This would defeat the purpose of Section 10726.6(a), and must not be permitted.

Second, Section 10737.2 mandates the court manage the adjudication to “avoid[] redundancy and unnecessary costs in the development of technical information and a physical solution.” Even if Section 10726.6(a) is not applicable, holding a Phase 2 trial on safe yield requires the development of groundwater models and the technical analysis to determine a water budget, which was already performed as part of the GSP. (Petition, ¶¶ 18-19, 77-79.) To do the same analysis again is, by definition, “redundant and unnecessary.”

Lastly, the Large Pumpers’ stated purpose in challenging the safe yield in Phase 2 is to displace the GSP with a “physical solution” in Phase 3 that eliminates the Replenishment Fee which funds part of the import project. (PA13-4841:25 - 4845:19; PA15-5574 [“Plainly, Mojave and other large pumpers are hoping that... a physical solution in this adjudication proceeding will

eliminate this and other fees”].⁹) This cannot be reconciled with SGMA or with the Adjudication Statutes.

Finally, in order to avoid interference with its implementation, the Authority’s GSP, unless invalidated in a validation action, should serve as the basis for any physical solution. A physical solution is the resolution of conflicting claims to groundwater that furthers the constitutional rule of reasonable and beneficial use of California’s water supply. But, courts impose a physical solution only “where necessary” (Code Civ. Proc., § 849(a)) and never before consulting a GSP. Courts should defer to a GSP for basin management, unless invalidated, and supplement it only if the court determines that additional enhancements are needed to carry out its objectives. (*Id.*, subd. (b); § 10737.8.)

Accordingly, this Court should issue a writ of mandate instructing Respondent court that, unless invalidated in a reverse validation action, it must accept the GSP’s sustainable yield calculation for all purposes in this adjudication proceeding, and accept the GSP as the basis for a physical solution supplementing it only if necessary.

B. A Groundwater Adjudication Cannot Be Used to Collaterally Attack a Groundwater Sustainability Plan.

This Court independently reviews whether the validation

⁹ The only party attempting to challenge the Replenishment Fee who has paid the fee is the District; who, ironically, voted for the GSP, including the sustainable yield.

statutes apply to a challenge to the GSP's sustainable yield calculation. (*Coachella Valley Water Dist. v. Superior Court* (2021) 61 Cal. App. 5th 755, 767 [“whether the validation statutes apply to the water district's SWP tax—requires us to interpret provisions in the Water Code and the Code of Civil Procedure and thus poses a pure question of law”]; see also *Santa Clarita Organization for Planning & the Environment v. Abercrombie* (2015) 240 Cal.App.4th 300, 307 [appellate court independently reviews whether validation statutes apply to a particular agency act].)

1. A GSP may be challenged only in a validation action.

The Authority adopted its GSP in 2020, finding the Basin's safe/sustainable yield is 7,650 acre-feet per year. (Petition, ¶ 79.) DWR has approved the GSP. (*Id.*, ¶ 95.)

Section 10726.6(a) in SGMA authorizes use of the validation statutes (Code Civ. Proc., § 860 et seq.) to determine the validity of a GSP. If a GSA does not bring an action to test the validity of a GSP, any interested party may through a “reverse validation action.” (Code Civ. Proc. § 863; *Golden Gate Hill Development Co., Inc. v. County of Alameda* (2015) 242 Cal.App.4th 760, 764 fn. 3 (“*Golden Gate Hill*”).)

If no validation action is brought, the public is barred from contesting the validity of the agency's action in court. (Code Civ. Proc. 869; *Millbrae School Dist. v. Superior Court* (1989) 209 Cal.App.3d 1494, 1499.) “Practically speaking, this means that ‘an agency may indirectly but effectively “validate” its action by

doing nothing to validate it; unless an “interested person” brings an action of his own under section 863 within the 60-day period, the agency's action will become immune from attack whether it is legally valid or not.’ [Citations].” (*Golden Gate Hill, supra*, 242 Cal.App.4th at pp. 766-767.)

The validation statutes “provide a simple and uniform method for testing the validity of government action.” (*Moorpark Unified School Dist. v. Superior Court* (1990) 223 Cal.App.3d 954, 960.) They are intended to limit the extent to which delay due to litigation may impair a public agency's ability to operate financially. (See *California Commerce Casino, Inc. v. Schwarzenegger* (2007) 146 Cal. App. 4th 1406, 1421 (“*Commerce Casino*”).) This includes financial transactions with third parties and the marketability of public bonds. (*Id.*) The Legislature, by incorporating these statutes, understood a GSP contains proposed actions, or “projects,” that will need funding. (See § 10727.2.)

If a validation action is brought challenging a legislative or quasi-legislative act, such as adoption of a GSP, judicial review “is limited to an examination of the record before the authorized decision makers to test for sufficiency with legal requirements.” (*Poway Royal Mobilehome Owners Assn. v. City of Poway* (2007) 149 Cal.App.4th 1460, 1479.) This review is highly deferential to the agency and looks at only whether the agency’s actions “were arbitrary, capricious, or entirely lacking in evidentiary support.” (*Id.*; *Western States Petroleum Assn. v. South Coast Air Quality Management Dist.* (2006) 136 Cal.App.4th 1012, 1018 [“in

technical matters requiring the assistance of experts and the study of marshaled scientific data...courts will permit administrative agencies to work out their problems with as little judicial interference as possible”].)¹⁰

2. *Any challenge to the safe/sustainable yield calculation is a challenge to the GSP itself, which must be litigated as a reverse validation action.*

Respondent court dismissed application of Section 10726.6(a)—asserting it did not apply because the adjudication was not a “direct challenge to the GSP”—despite acknowledging the Large Pumpers stated goal is to ignore and replace the GSP. (PA15-5576 [“Stated simply, they want a physical solution to replace the GSP”].)

Respondent erred by narrowly focusing only on whether a safe yield phase in the adjudication would be a “direct” challenge to the validity of the GSP. Even assuming *arguendo* that Phase 2 is not a “direct” challenge to the GSP, indirect challenges must also be brought in a validation action. Courts invoke the bar of the validation statutes when the challenged government action is “inextricably bound up” with, or “an integral part of,” an action that can be challenged in a validation action.

Therefore, the key question is whether the safe/sustainable

¹⁰ This does not suggest that a GSP, which is validated, or not challenged in a validation action, will avoid further review. SGMA mandates a separate layer of review conducted by DWR, which must also continue to assess implementation of a GSP to ensure the sustainability goal is being met. (§§ 10728.2; 10733.4.)

yield determination in the GSP is inextricably linked with or an integral part of the GSP, such that challenging the safe yield is tantamount to challenging the GSP. The answer is yes.

In *Graydon v. Pasadena Redevelopment Agency* (1980) 104 Cal.App.3d 631, the agency and a developer contracted to develop a shopping center. (*Id.* at p. 634.) To finance the cost of the project, the agency sold bonds. (*Id.*) The agency then also authorized a contract for construction of the publicly owned garage serving the project. (*Id.*) Graydon challenged in mandate the validity of the garage contract alleging it was illegally awarded without competitive bidding. (*Id.*)

The agency asserted that Graydon's action was untimely under the validation statutes. (*Graydon, supra*, 104 Cal.App.3d at pp. 634-635.) Those statutes applied, according to the agency, because a Government Code statute authorized a local agency to bring a validation action to determine the validity of its bonds, warrants, contracts and evidence of indebtedness. (*Id.* at p. 639.)

The Court of Appeal surveyed case law that stood generally for the proposition that not all contracts were subject to the validation statutes under that Government Code statute. (*Graydon, supra*, 104 Cal.App.3d at pp. 642-645.) But found the garage contract *was* subject to the validation statutes because it was "an integral part of the whole method of financing the public costs associated with the retail center." (*Id.* at p. 645.) Because work under the contract was being financed with bonds, the agency's "ability to operate would be substantially impaired absent a prompt validating procedure as to such contract"

(*Id.*) “The ability of the Agency to pay its bonds, dependent in large part upon the flow of tax increment monies resulting from the completion of the retail center, was thus directly linked to the award of the questioned contract.” (*Id.*)

Graydon’s challenge was barred because it was untimely under the validation statutes. (*Graydon, supra*, 104 Cal.App.3d at p. 646.) *Graydon* recognizes that the validation statutes apply to actions indirectly challenging a matter subject to validation. Indeed, a later court construed *Graydon* as holding “that the action [challenging the garage contract] was subject to the validation statutes because, while it *may not have been a direct challenge* to the agency's issuance of bonds to fund the project, the subterranean garage contract was ‘*an integral part* of the whole method of financing the public costs associated with the retail center.’” (*Kaatz v. City of Seaside* (2006) 143 Cal.App.4th 13, 45 (*Kaatz*), emphasis added.)

Graydon was applied in *Commerce Casino, supra*, 146 Cal.App.4th 1406, 1427-28. There, the Legislature through AB 687 ratified amended compacts between the State and five Indian tribes. (*Id.* at pp. 1413-14.) The revenue stream from these compacts funded bonds for transportation programs. (*Id.* at p. 1413.) Under AB 687 an action challenging the validity of any matter authorized by the provision establishing bond financing was subject to the validation statutes. (*Id.*)

AB 687 was challenged on multiple grounds. (*Commerce Casino, supra*, 146 Cal.App.4th at pp. 1414-15.) The Court of Appeal concluded that all challenges were barred because any

challenge to AB 687 was required to be brought under the validation statutes. (*Commerce Casino, supra*, 146 Cal.App.4th at pp. 1430-33.) Citing *Graydon*, the court concluded two of the challenges were barred because the amended compacts were “inextricably bound up” with the use of the income stream they created, and with the bonds to be issued. (*Id.* at pp. 1430, 1432.) The ability “to accomplish the statutory purpose of [AB 687] ‘would be substantially impaired absent a prompt validating procedure as to such contract[s].’ [Citation].” (*Id.* at p. 1430.) The challenge to AB 687 was therefore an “attack on the validity of the amended compacts” and was required to be raised “in a reverse validation action.” (*Id.* at p. 1433.)

Under these cases, any challenge to the Authority’s sustainable yield determination is a challenge to the GSP itself. Sustainable yield is “an integral part of the whole method” (*Kaatz, supra*, 143 Cal.App.4th at p. 45; *Graydon, supra*, 104 Cal.App.3d at p. 645) of sustainable groundwater management, the sine qua non of a GSP under SGMA. (See Cal. Code Regs., tit. 23, § 354.18(a), (b)(2), (3), (7) [requiring an assessment of inflows and outflows, as well as an estimate of sustainable yield].) Absent a sustainable yield determination, the Authority cannot fulfill its statutory mandate. The sustainable yield calculation, and the GSP of which it forms a part, are “inextricably bound up.” (*Commerce Casino, supra*, 146 Cal.App.4th at pp. 1430, 1432.)

Here, the GSP’s safe/sustainable yield determination is the cornerstone bases for the imported water pipeline project. Congress approved WRDA 2024, intending to fund up to \$50

million of this \$200 million project (with additional authorizations expected in subsequent years). (Petition, ¶¶ 82, 91-92.) However, the Authority will still need to fund part of the project through various potential financing methods, including bonds or loans. A GSA's ability to borrow funds for such projects will be thwarted if the GSP's safe/sustainable yield determination can be challenged at any time in an adjudication. The pendency of an adjudication—which can last decades—will itself be enough to prevent a GSA from obtaining necessary funding.

The Large Pumpers do not need to be successful in the adjudication to achieve their objective of preventing GSP implementation. Simply the threat of interference is enough. This is precisely the scenario the Legislature sought to avoid, and which the validation statutes are designed to prevent. It follows inexorably that any challenge to the sustainable yield calculation, like any challenge to the GSP itself, must be pursued in a validation action.

3. *The Large Pumpers are challenging the GSP.*

Respondent court's ruling itself undermines its decision that sustainable yield need not be challenged in a reverse validation action. One example:

“[The Large Pumpers] argue[] that safe yield (even if it is the equivalent of sustainable yield) must be determined in a Comprehensive Adjudication, and that the Authority's 2020 determination in a non-judicial setting is non-binding. The safe yield issue is

a forerunner to the larger question posed in this case:

Does a physical solution in connection with a comprehensive adjudication *effectively override a GSP*? The Authority says no, while TWG says yes.”

(PA15-5575, italics added.)

The framing of the issue as whether the GSP may be “overridden” in the adjudication reinforces that the survival of the GSP is at stake here. Respondent court repeats the issue, noting “the Present Comprehensive Adjudication action (21-1187275) arguably will override key pieces of the GSP depending on the nature of any physical solution imposed.” (PA15-5575.) Absent a finding from DWR that a GSP is inadequate, a reverse validation action is the exclusive means to invalidate a GSP. (§ 10726.6(a); Code Civ. Proc. § 860.)

Respondent court further found that sustainable yield is a key component of a physical solution that would override the GSP: “Although the concept of safe yield is not explicitly referenced in the Streamlined Act, it is a *critical underpinning* of the Act and is *integral to developing any physical solution*.” (PA15-5577, italics added.) This emphasizes the inextricable relationship between safe/sustainable yield, and a GSP.

The court further observed: “[Large Pumpers] want an adjudication determination of the Basin’s safe yield (presumably exceeding the Authority’s determination of a sustainable yield) and a finding that they can extract groundwater in sufficient amounts without paying any fees. Stated simply, they want a physical solution *to replace the GSP*.” (PA15-5575-5576, italics

added.) Replacing a GSP is clearly a challenge to its validity.

Large Pumpers cannot invalidate the GSP or set aside the sustainable yield calculation outside of a validation action. “As to matters ‘which have been or which could have been adjudicated in a validation action, such matters—including constitutional challenges—must be raised within the statutory limitations period in section 860 et seq. or they are waived.’ [Citation].” (*Commerce Casino, supra*, 146 Cal.App.4th at p. 1420.) This Court should issue a writ of mandate directing Respondent court to proceed first with the reverse validation action, or, if Mojave continues not to advance that action, accept the GSP’s sustainable yield calculation for purposes of determining water rights in the adjudication proceeding.

C. Respondent Court’s Phasing Order Ignores the Mandate of Section 10737.2 to Minimize Interference with Implementation of a GSP, and Avoid Redundancy.

“The fundamental task of statutory construction is to ascertain the intent of the lawmakers so as to effectuate the purpose of the law.” (*Khajavi v. Feather River Anesthesia Medical Group* (2000) 84 Cal.App.4th 32, 45.) “First, statutory language is to be understood in context, with the whole of a statute considered when attempting to construe each part. [Citations.] Second, the Legislature does not engage in idle acts, and no part of its enactments should be rendered surplusage if a construction is available that avoids doing so.” (*Mendoza v. Nordstrom, Inc.* (2017) 2 Cal.5th 1074, 1087.)

The purpose of SGMA is, among other things, “[t]o provide for the sustainable management of groundwater basins” by “provid[ing] local groundwater agencies with the authority and the technical and financial assistance necessary”, and “provid[ing] a more efficient and cost-effective groundwater adjudication process that...further[s] the objectives of [SGMA].” (§ 10720.1, emphasis added.)

When the Streamlined Adjudication Statutes were adopted, they were contingent on the passage of SB 226, and the addition of Sections 10737-10737.8 to SGMA. (Petition, ¶¶ 42, 52.) Under Section 10737.2 a court is mandated to “manage the proceedings in a manner that [1] minimizes interference with the timely completion and implementation of a groundwater sustainability plan, [2] avoids redundancy and unnecessary costs in the development of technical information and a physical solution, and [3] is consistent with the attainment of sustainable groundwater management.” Further, under Section 10737.8 a court “shall not approve entry of judgment in an adjudication action” where doing so would substantially impair the ability of a GSA to achieve sustainable groundwater management.

A court’s inherent authority to control a case is reviewed for abuse of discretion. (See *San Francisco Unified School Dist. ex rel. Contreras v. First Student, Inc.* (2013) 213 Cal.App.4th 1212, 1228.) Section 10737.2, however, constrains this authority in a groundwater adjudication, mandating courts “minimize interference” and “avoid[] redundancy and unnecessary costs.”

As such abuse of discretion must be measured in light of

the constraints imposed by Sections 10737.2 and 10737.8. “The discretion of a trial judge is not a whimsical, uncontrolled power, but a legal discretion, which is subject to the limitations of legal principles governing the subject of its action, and to reversal on appeal where no reasonable basis for the action is shown.”
(*Sargon Enterprises, Inc. v. University of Southern California* (2012) 55 Cal. 4th 747, 773.)

Respondent court’s phasing order ignores the plain language and legislative intent of Sections 10737.2 and 10737.8. It treats 10737.2 as no more than an “aspirational goal,” ordering phases that defeat its key commands—minimize interference, and avoid redundancy and unnecessary costs. This is, by definition, an abuse of discretion. Further, a judgment based on a foundation fundamentally different than the GSP will undoubtedly interfere with the Authority’s ability to sustainably manage the Basin in violation of 10737.8.

***1. Defending a GSP in an adjudication
interferes with a GSA’s implementation of
that GSP.***

As this Court previously observed, the Authority “has been assigned the Herculean tasks of creating a groundwater sustainability plan for what the record suggests is an overdrafted basin; fairly allocating a limited amount of groundwater between a number of competing users; and calculating an equitable way to fund the importation of water from other sources.” (*Mojave Pistachios, supra*, 99 Cal.App.5th at 613.)

The Authority spent years updating a groundwater flow

model, developing a water budget, and estimating the safe/sustainable yield of the Basin, spending millions and holding dozens of TAC, PAC, and Board meetings. This technical information is required by DWR and forms the bedrock of the GSP. (See Code Regs., tit. 23, § 354.18(a), (b)(2), (3), (7).)

Based on this information, additional water supplies are needed to manage the Basin. Model simulations suggest that without changes to current conditions 81 shallow wells would be impacted by 2030, 231 by 2040, and 800 wells by 2070. (Petition, ¶ 81.) These shallow wells are located primarily in disadvantaged communities and relied on by thousands of people for domestic use.¹¹ (Petition, ¶¶ 68, 81.)

To implement the GSP, the Authority adopted the Replenishment Fee to fund the import water project and shallow well mitigation program, which helps those harmed by the continued drop in water levels while the import project is designed and constructed. The Authority has also been hard at work obtaining grants and federal funding for the project. (Petition, ¶¶ 86, 91-92.)

While this is ongoing the Adjudication has been filed. If the adjudication were only about determining water rights between competing parties, the Authority should not have to be a party. (See § 10720.5(b) [“Nothing ... in any [GSP] ... determines or

¹¹ The Authority brought a motion to have class counsel appointed for these individuals which was strongly opposed by the Large Pumpers and denied, without prejudice. (Petition, ¶ 113.)

alters ... groundwater rights]; (c) [“Water rights may be determined in an adjudication action” under the Streamlined Adjudication Statutes].) Respondent court would issue a judgment delineating the amount of each party’s water right, and the Authority would use that determination in implementation of the GSP. (See §§ 10737.2; 10737.8 [“court shall not approve entry of judgment” that would “substantially impair the ability of a GSA ... to comply with [SGMA]”].)

In this way a GSP is akin to a city’s general plan—“a mandatory requirement imposed by state law, requir[ing] public participation and a public process for adoption, and is the ‘yardstick’ against which any planning decision for a particular parcel is measured.” (Miller and Starr, Cal. Real Estate (4th ed.2024) § 21:3, citing *Orange Citizens for Parks & Recreation v. Superior Court* (2016) 2 Cal.5th 141, 159.) A property dispute between neighboring landowners could never become a collateral attack on the general plan, but that is effectively what is happening here.

The express purpose of this adjudication is not to determine groundwater rights, it is to replace the GSP. Respondent court has acknowledged this. (See PA8-3776:21-3777:16 [District’s “going to present to the court a full physical solution in a comprehensive adjudication”]; PA13-4845:3-4 [Court: “will [a physical solution] wipe out the Replenishment Fee?], 4845:19 [Mr. Dunn [Searles]: “The answer is yes”]; PA15-5574 [“Mojave and other large pumpers are hoping that implementation of a physical solution in this adjudication proceeding will eliminate

this [GSP and the Replenishment Fee] and other fees.”].)

Fearing this intent, the Authority intervened in the adjudication. Every dollar the Authority spends in the adjudication is a dollar it not spent implementing the GSP. Now, due to Respondent’s phasing order, the Authority must expend large sums on expert reports and testimony in Phases 2 and 3, likely lasting at least two more years, and then subsequent appellate proceedings.

Further, as stated above, the uncertainty these phases will cause undoubtedly will affect the Authority’s ability to obtain grants, federal funding, and private financing. The Authority has been awarded grants of \$7.6 million for the import project, and Congress has authorized between \$5 and \$50 million in federal funding. (Petition, ¶¶ 91-92.) Respondent court’s phasing risks endangering these funds, and all but eliminates the Authority’s ability to issue bonds or access private financing.

Lastly, as currently phased, the adjudication is interfering with the Authority’s review and assessment of its GSP. Every five years the Authority must submit an evaluation to DWR to ensure GSP “implementation, including implementation of projects and management actions, are meeting the sustainability goal in the basin....” (Cal Code Regs., tit. 23, § 356.4.) The Large Pumpers claim to have formed a technical working group that is analyzing the Basin, yet those analyses are not being provided to the Authority in the SGMA-process.

Respondent court’s order regarding Phase 2 and Phase 3 violates Section 10737.2’s mandate to minimize interference with

implementation of the GSP. Even if Section 10737.2 would not always prohibit a court from having a “safe yield” phase of trial in an adjudication of a SGMA basin, Respondent court failed to make any finding that these phases would minimize interference with the implementation of the Authority’s GSP. Respondent court abused its discretion in concluding that Phase 2 and Phase 3 would not interfere with implementation of the GSP.

2. *Phase 2 does not avoid redundancy, it guarantees it.*

The Phase 2 “safe yield” trial will involve the same technical analysis developed during the creation of the water budget in the GSP. (*Compare* Code Regs., tit. 23, § 354.18(a), (b)(2), (3), (7) [requiring water budget with an assessment inflows and outflows to the groundwater system, as well as an estimate of sustainable yield]; *with Santa Maria, supra*, 211 Cal.App.4th 266, 279 [“Safe yield is generally calculated as the net of inflows less subsurface and surface outflows”].) The Authority spent years and millions of dollars developing the GSP. DWR has already determined the Authority’s GSP substantially complies with SGMA and “utilizes the best available science and information to analyze and describe the physical characteristics of the surface water and groundwater systems in the hydrogeologic conceptual model, groundwater conditions, and water budgets.” (Petition, ¶¶ 94-97; PA5-2457; PA14-5022.)

Respondent court’s Phase 2 trial will require all of this technical work to be redone. This does not “avoid redundancy” as mandated by Section 10737.2. It instead guarantees redundancy.

This is not consistent with the intent of SGMA or the Streamline Adjudication Statutes to “provide a more efficient and cost-effective groundwater adjudication process that protects water rights, ensures due process, prevents unnecessary delay, and furthers the objectives of this part.” (§ 10720.1(d)(i).) Respondent court therefore abused its discretion in concluding that Phase 2 and Phase 3 trials would avoid redundancy.

3. *Respondent court’s phasing is inconsistent with Section 10737.8.*

Section 10737.8, enacted as part of SB 226, states:

“[T]he court shall not approve entry of judgment in an adjudication action for a basin required to have a groundwater sustainability plan under [SGMA] unless the court finds that the judgment will not substantially impair the ability of a [GSA, DWR,] or the [SWRCB] to comply with [SGMA] and to achieve sustainable groundwater management.”

Respondent court acknowledged that the Large Pumpers intend to use Phase 2 and Phase 3 to seek a judgment that violates Section 10737.8. (PA15-5575 [“the Present Comprehensive Adjudication action (21-1187275) arguably will override key pieces of the GSP depending on the nature of any physical solution imposed”].) The Large Pumpers seek to inflate the safe yield beyond that in the GSP, and to mine groundwater in storage from the Basin in amounts not authorized by the GSP.

This will substantially impair the ability of the Authority to

comply with SGMA. Respondent court could not possibly find otherwise given the acknowledgments in its order. Having erred in implicitly concluding that the judgment sought by the Large Pumpers may not substantially impair the Authority's compliance with SGMA, the court abused its discretion. As this Division observed last year, "[a] trial court's decision is an abuse of discretion if it is based on an error of law." (*Deck v. Developers Investment Co., Inc.* (2023) 89 Cal.App.5th 808, 824 [4th Dist., Div. 3].)

The Large Pumpers assert that the court in an adjudication has a duty to enter a physical solution, and that GSAs are bound, even if the judgment is inconsistent with a GSP or SGMA. (PA14-5149, 5154; PA15-5618:3-11 ["They [Authority] would be bound by the judgment"].) But, the Large Pumpers ignore that the court's duty to enter a physical solution exists only "where necessary" after considering "any existing [GSP] or program." (Code Civ. Proc., § 849.) They also ignore that the Basin and Authority are still subject to SGMA, and specifically oversight by DWR and possible state intervention from the SWRCB, if the Basin is not being sustainably managed. (§ 10737.4.) The possibility of SWRCB intervention only disappears if a judgment in an adjudication is submitted to DWR and DWR finds it to be an appropriate alternative to a GSP. (*Id.*)

In approving the GSP, DWR considered similar arguments to those the Large Pumpers will raise here. (MJN-E-2620 [arguing GSP underestimates water in storage], 2621 [use of lower specific yield value results in "higher recharge estimate"];

PA7-3205-3295 [Storage Report], but see PA7-3215 [“amount of recoverable groundwater in storage is limited by factors listed above, ... determination of recoverable water was not made as part of this study”].) In approving the GSP, DWR found these arguments merely make “different assumptions, which [DWR] staff note were less conservative than those made by the Authority.” (PA10-4158, fn 68.)

Phase 2 and 3 are intended to be used only to advocate for a judgment that will substantially impair, if not completely prevent, the Authority from implementing its GSP. Such a judgment would violate Section 10737.8. To the extent the Large Pumpers argue that they may not succeed in their stated goal, and a judgment consistent with the GSP may issue, then the phases will have served no purpose but to redundantly perform analyses that are a part of the GSP at considerable additional costs, in violation of Section 10737.2. Granting Searles’ Motion was an abuse of discretion.

It is unreasonable to believe the Legislature intended a process by which arguments rejected by DWR when approving a GSP could be revived in an adjudication and form the basis of a judgment that must then return to DWR for review of the same arguments that it previously rejected. This Court should grant the Petition and avoid this absurd result.

4. The legislative history makes clear an adjudication action cannot be used to displace a DWR-approved GSP.

The Streamlined Adjudication Statutes and SGMA are

intended to operate together to ensure that adjudication of groundwater rights interferes as little as possible with the Authority's statutory duty to implement sustainable groundwater management.

The Streamlined Adjudication Statutes, enacted through AB 1390, codified common law procedures for groundwater adjudications, and streamlined certain procedural aspects of that law. AB 1390 went through amendments and eventually became a companion bill reliant on SB 226. (Petition, ¶¶ 42-43, 45-51.) This was intended to address the concern that a disgruntled minority would try to use an adjudication to subvert a GSP.

The Assembly Committee on Water, Parks, and Wildlife stated the following regarding an early version of AB 1390:

“This has the potential to de-stabilize local agencies efforts to comply with SGMA. At every turn where locals attempt to develop a plan provision that is disliked but necessary – such as charging fees or limiting withdrawals in any way – a dissatisfied minority could pull the rug out from under the plan development by filing an adjudication action and thus enveloping the future of the plan in a cloud of uncertainty as the subsequent action could supersede all SGMA requirements. This is compounded by the fact that locals will still have to develop and implement SGMA plans, even if an adjudication is pending. The Act was purposely drafted that way so that entities could not throw themselves into decades-

long adjudications as a way of circumventing sustainable basin management.

(PA14-5081.)

It was after these comments that AB 1390 was amended to remove a provision that would have exempted an adjudicated basin from SGMA. The author and sponsor of AB 1390 expressly stated “*the bill’s purpose [was] to streamline the adjudication process **without impacting SGMA**....*” (PA14-5085, italics in original, bold added.) AB 1390 went through many amendments and became a companion bill to SB 226.

As adopted, it was understood that the Streamlined Adjudication Statutes would “set[] out the general provisions for streamlining groundwater adjudications that would be applicable to any basin,” and that “*SB 226 relies on the new CCP provisions created by this bill but then sets out additional standards and procedures for the court to apply in basins that are subject to SGMA in order to ensure minimal interference with GSP development and maintain consistency with SGMA objectives.*” (PA14-5104, italics added.)

Respondent court has ignored the standards and procedures enacted in SB 226 to ensure an adjudication does not interfere with SGMA. In doing so, Respondent is permitting the exact scenario these bills were meant to prevent.

V. CONCLUSION

In sum, the plain language and legislative history of SGMA and the Streamlined Adjudication Statutes show that when a basin requires a GSP, a litigant cannot use an adjudication to

attack the validity of the GSP. This includes attacking the technical information within it, such as a water budget or the safe/sustainable yield.¹² Nor can a litigant seek to displace the physical solution within a GSP.

SGMA does not eliminate adjudications, but the Legislature was concerned about the cost and length of adjudications, and was especially concerned with parties using an adjudication as an end-run around SGMA. While adjudications are still warranted to determine who holds groundwater rights in a basin and their priorities, when it comes to the amount of water available, the GSP has already developed the technical information, and a court should not change that calculation.

SGMA and the Streamlined Adjudication Statutes, read together, show the Legislature intended that adjudication proceed as follows:

- (1) The GSP is adopted (§§ 10727; 10720.7);
- (2) The GSP, including the sustainable yield calculation, is presumed valid unless invalidated in a reverse validation action (§ 10726.6(a); Code of Civ. Proc. § 869);
- (3) DWR reviews the GSP for compliance with SGMA (§ 10733.4);
- (4) Using the determinations and technical studies in the

¹² While theoretically possible that the water budget and/or sustainable yield estimate in a GSP cannot be used as the safe yield estimate to determine groundwater rights in an adjudication, that is not the case in this Basin.

GSP, the court determines groundwater rights, thus “minimiz[ing] interference,” and “avoid[ing] redundancy” and “unnecessary costs” (§ 10737.2);

(5) The court considers the GSP as the physical solution for the basin, and, in effect, supplements the GSP, only if necessary, to be consistent with the water rights it has determined (Code Civ. Proc. § 849(b)); and

(6) The court enters judgment upon finding that it will not “substantially impair” the ability of the GSA, SWRCB, or DWR to comply with SGMA and to achieve sustainable groundwater management (§ 10737.8).

(7) The GSA then considered groundwater rights determined in the adjudication in its management of the basin. (§ 10723.2 [GSA “shall consider the interests of all beneficial uses and users of groundwater These interests include ... groundwater rights”].)

This Court should issue a writ of mandate directing Respondent court to accept the GSP’s safe/sustainable yield calculation for all purposes in the adjudication proceeding, unless and until that calculation is invalidated in a reverse validation action, and to accept the GSP as the basis for any physical solution in adjudicating groundwater rights, adding restrictions only where necessary.

Dated: October 8, 2024

RICHARDS, WATSON & GERSHON
A Professional Corporation
JAMES L. MARKMAN
T. PETER PIERCE
KYLE H. BROCHARD
JACOB METZ

By: /s/ Kyle H. Brochard
KYLE H. BROCHARD
Attorneys for Petitioner
Indian Wells Valley Groundwater Authority

VERIFICATION

I, Kyle H. Brochard, declare as follows:

1. I am an attorney licensed to practice before all courts of the State of California. I am a shareholder in the law firm of Richards, Watson & Gershon, counsel of record for Petitioner. I am the attorney primarily responsible for Petitioner in this Court.

2. I have reviewed and am familiar with the records and files that are the basis of the foregoing Petition for Writ of Mandate or Other Appropriate Relief ("Petition"). Because of my personal knowledge of the relevant facts pertaining to the trial court proceedings, I, rather than Petitioner, verify the foregoing Petition.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on October 8, 2024, at Brea, California

/s/ Kyle H. Brochard

Kyle H. Brochard

CERTIFICATE OF CONFORMITY

Counsel of record certifies under Rule 8.486, subdivision (a)(6) of the California Rules of Court that the Verified Petition for Writ of Mandate or Other Appropriate Relief, together with the Memorandum of Points of Authorities in Support, contains 13,892 words as calculated by the computer program used to prepare this Petition.

Dated: October 8, 2024 RICHARDS, WATSON & GERSHON
A Professional Corporation
JAMES L. MARKMAN
T. PETER PIERCE
KYLE H. BROCHARD
JACOB METZ

By: /s/ Kyle H. Brochard
KYLE H. BROCHARD
Attorneys for Petitioner
Indian Wells Groundwater Authority



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

November 5, 2024

Reference ID:
2024-748

Assessment Appeals Board Formation County Counsel ACTION REQUIRED

ITEM SUBMITTED BY

John Vallejo, County Counsel

ITEM PRESENTED BY

John Vallejo, County Counsel

RECOMMENDED ACTION:

Approve Ordinance 1311 titled, "An Ordinance of the Board of Supervisors, County of Inyo, State of California Creating Chapter 3.25 of the Inyo County Code Establishing the Inyo County Local Assessment Appeals Board and Modifying Section 3.28.030 of the Inyo County Code to Replace the References to the Local Board of Equalization with References to the Assessment Appeals Board."

BACKGROUND / SUMMARY / JUSTIFICATION:

On September 3, Assessor David Stottlemire made a presentation to the Board regarding the benefits of transitioning from a Board of Equalization to Assessment Appeals Board (AAB) for the hearing of property tax assessment appeals. The current property tax assessment appeals process is managed by the Board of Supervisors, sitting as the Local Board of Equalization (BOE). The Board came to the consensus that there is an opportunity to enhance efficiency and effectiveness by transitioning from the BOE to an Assessment Appeals Board (AAB) comprised of experts in real estate and/or the assessment appeal hearing process.

This ordinance is the first step in that transition. Although we indicated in the staff report of the last meeting that we would also bring local rules for the AAB as well as appoint qualified members, as indicated during that meeting we expect this process will be completed at some point in the near future.

Background

The BOE is composed of the Board of Supervisors, who have numerous responsibilities beyond assessment appeals. The creation of a dedicated AAB would allow the Board of Supervisors to focus on broader governance issues that are becoming increasingly complex, while placing assessment appeals in the hands of specifically qualified members of our community.

Although this concept has been considered for some time, creating an Inyo County AAB has not yet occurred due to the difficulty in recruiting a sufficient number of qualified individuals to serve as members. Inyo County consulted with Mono County to determine if they were interested in a regional AAB partnership. While Mono County initially expressed interest, there was a lack of interest from individuals serving on the Mono AAB in transitioning to a regional AAB. Regardless, the Inyo County Assessor recently expended significant effort reaching out to local citizens to gauge their willingness to serve on the AAB and a sufficient number of individuals expressed a willingness to serve on the AAB to move this matter forward.

Authority

Pursuant to Revenue and Taxation Code section 1624, AAB members in Inyo County may be appointed if they meet the following qualifications:

- Have a minimum of five years of professional experience in this state as:
 - A certified public accountant or public accountant
 - A licensed real estate broker
 - An attorney
 - A property appraiser accredited by a nationally recognized professional organization
 - A property appraiser certified by the Office of Real Estate Appraisers
 - A property appraiser certified by the State Board of Equalization
- Or is a person who the nominating member of the Board of Supervisors believes possesses competent knowledge of property appraisal and taxation.

Transitioning to an AAB is expected to provide the following benefits:

1. Streamlined Decision-Making

A smaller panel allows for quicker, more focused discussions, leading to timely resolutions. An AAB can efficiently handle cases without compromising the quality of decisions.

2. Expertise and Diversity

Appointing members allows for targeted expertise. A diverse but knowledgeable AAB panel ensures a well-rounded perspective on property assessments.

Recruitment can be a challenge in smaller counties, but offering incentives typically overcomes most of these challenges. Incentives generally include a stipend and mileage reimbursement for attending meetings. Recruitment for AAB members is currently underway through November 18 (notice of vacancy is attached). Letters from qualified applicants will be brought to the Board for consideration and appointment of individuals in December, at which time the Board will also be asked to consider adoption of AAB local rules.

FISCAL IMPACT:

There is no funding impact associated with this presentation. However, there will be financial implications the Board will later need to consider with the formation of an Assessment Appeals Board, including funding possible stipends and mileage reimbursement for members.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board may decline to approve the ordinance. This is not recommended as switching to an Assessment Appeals Board is in the best interest of the County and Board of Supervisors, as discussed above.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

High Quality Services | High-Quality County Government Services
High Quality Services | Improved Access to Government

APPROVALS:

John Vallejo	Created/Initiated - 10/18/2024
Darcy Ellis	Approved - 10/18/2024
John Vallejo	Approved - 10/23/2024
Amy Shepherd	Approved - 10/28/2024
Nate Greenberg	Final Approval - 10/29/2024

ATTACHMENTS:

1. Assessment Appeal Board Formation Ordinance
2. Notice of Vacancy - Assessment Appeals Board

ORDINANCE XXX

AN ORDINANCE OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA CREATING CHAPTER 3.25 OF THE INYO COUNTY CODE ESTABLISHING THE INYO COUNTY LOCAL ASSESSMENT APPEALS BOARD AND MODIFYING SECTION 3.28.030 OF THE INYO COUNTY CODE TO REPLACE THE REFERENCES TO THE LOCAL BOARD OF EQUALIZATION WITH REFERENCES TO THE ASSESSMENT APPEALS BOARD

WHEREAS, pursuant to Revenue and Taxation Code section 1620, the Inyo County Board of Supervisors sitting as the Board of Equalization, has determined that in order to provide for a more efficient and effective process for adjudication of local assessment appeals it shall create a local Assessment Appeals Board.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO ORDAINS AS FOLLOWS:

SECTION ONE: Chapter 3.25 shall be added to the Inyo County Code as follows:

“Chapter 3.25 Inyo County Assessment Appeals Board

3.25.010 Creation of assessment appeals board.

Pursuant to the provisions of Section 16 Article XIII of the California Constitution and Section 1620 *et. seq.*, of the California Revenue and Taxation Code, the board of supervisors of Inyo County does hereby create an assessment appeals board.

3.25.020 Board purpose and duties.

The assessment appeals board is created to constitute the county board of equalization that shall equalize the values of all property on the local assessment roll by adjusting individual assessments. It shall be the duty of the assessments appeals board to exercise its powers in the manner and subject to the limitations specified by California law.

3.25.030 Membership of board.

The assessment appeals board shall consist of five members, three regular members and two alternates.

3.25.040 Selection procedure.

The board of supervisors shall appoint directly the members of the assessment appeals board. Approval of each member shall be by majority vote of the board of supervisors.

3.25.050 Term of office.

A. The term of office of members selected to serve on the assessment appeals board shall be for three years beginning on the first Monday in September except that upon the original selection of members to serve on the assessment appeals board, the member first selected shall serve for a term of three years beginning on the first Monday in September preceding the date of the creation of the board, the second member selected shall serve for term of two years beginning on such date, and the third member selected shall serve for a term of one year beginning on such date.

B. Those members selected as alternates, shall serve for a three-year term except that upon the original selection to the board the alternates shall serve for a term of three years beginning on the first Monday in September preceding the date of the creation of the board.

C. The Board of Supervisors shall appoint the members and alternates of the assessment appeals board, upon the expiration of any term of office or the occurrence of a vacancy on such board. Unless otherwise

directed by the Board, said appointment process shall adhere to the County's then existing appointment policy.

3.25.060 Qualifications.

A person qualifies to be appointed to the assessment appeals board pursuant to California Revenue and Taxation Code section 1624, as may be amended. At the time of the adoption of this section, that code section establishes eligibility for those with five years or more of professional experience in California as one of the following: A certified public accountant or public accountant, a licensed real estate broker, an attorney, or a property appraiser accredited by a nationally recognized professional organization. That code section further establishes eligibility of a person who the nominating member of the board of supervisors has reason to believe is possessed of competent knowledge of property appraisal and taxation, so long as documentation of qualifying experience of appeals board members shall be filed with the clerk of the board. No person shall be qualified to be a member of the assessment appeals board who has, within the three years immediately preceding his or her appointment, been an employee of the Inyo County assessor's office.

New members of the assessment appeals board shall complete a State Board of Equalization course as soon as reasonably practicable upon taking office and within the first year of their appointment.

3.25.070 Annual meeting—Time.

Pursuant to Revenue and Taxation Code section 1604, the assessment appeals board shall hold at least one annual meeting on the third Monday in July. The board shall not conduct any hearings on pending appeals at that meeting (nor shall the clerk schedule any such hearings for that meeting). Rather, the board shall simply review its docket of pending appeals, consider any proposed stipulations of value that may have been reached at that point between the assessor and taxpayers, and schedule such additional board meetings as may be necessary to hear appeals in which no stipulations have yet been reached. Accordingly, the assessor or his or her representative shall appear at this meeting, but neither taxpayers nor their representatives shall be required to appear. In scheduling hearing dates, the board shall allow sufficient time for the clerk to provide legal notice of those hearings in accordance with Property Tax Rule 307 (18 California Code of Regs 307).

3.25.080 Applicable Process.

The business of the assessment appeals board shall be conducted in compliance with applicable Revenue and Taxation Code provisions set forth in Division 1, Part 3, Chapter 1, Articles 1 and 1.5, Sections 1601-1630, as may be amended from time to time, applicable Property Tax Rules duly adopted by the California State Board of Equalization codified in the California Code of Regulations and from any local assessment appeals board rules duly adopted by the Inyo County Board of Supervisors that do not conflict with said State laws and regulations.

3.25.090 Removal of assessment appeal board member.

Assessment appeal board members shall serve at the will and pleasure of the board of supervisors. An assessment appeal board member may be removed from the assessment appeals board prior to the expiration of the term by a majority vote of the board of supervisors.

3.25.100 [RESERVED]

3.25.110 Clerk of the board—Powers and duties.

The clerk of the board of supervisors, or designee, shall be the clerk of the assessment appeals board and shall keep a record of their proceedings.

3.25.120 Compensation.

The members of the assessment appeals board shall receive reasonable compensation and travel expenses and mileage as provided for by the Inyo County Board of Supervisors.”

SECTION TWO: Section 3.28.030 of the Inyo County Code shall be amended to replace all references to the “board of equalization” and “equalization board” with references to the “assessment appeals board.”

SECTION THREE: EFFECTIVE DATE

This Ordinance shall take effect and be in full force and effect thirty (30) days after its adoption. Before the expiration of fifteen (15) days from the adoption hereof, this Ordinance shall be published as required by Government Code Section 25124. The Clerk of the Board is hereby instructed and ordered to so publish this Ordinance together with the names of the Board members voting for and against same.

PASSED AND ADOPTED THIS _____ DAY OF _____ 2024.

AYES:

NOES:

ABSTAIN:

ABSENT:

Chairperson Matt Kingsley,
Inyo County Board of Supervisors

ATTEST: NATE GREENBERG
Clerk of the Board

By: _____
Assistant Clerk of the Board



EL CAMINO SIERRA

BOARD OF SUPERVISORS COUNTY OF INYO

P. O. BOX N • INDEPENDENCE, CALIFORNIA 93526

TELEPHONE (760) 878-0373

e-mail: dellis@inyocounty.us

MEMBERS OF THE BOARD
TRINA ORRILL
JEFF GRIFFITHS
SCOTT MARCELLIN
JENNIFER ROESER
MATT KINGSLEY

NATE GREENBERG
Clerk of the Board

DARCY ELLIS
Assistant Clerk of the Board

NOTICE OF VACANCY Inyo County Assessment Appeals Board

NOTICE IS HEREBY GIVEN that the Inyo County Board of Supervisors is accepting letters of interest to fill five (5) vacancies on a proposed Assessment Appeals Board:

- One three-year term ending September 5, 2027
- One two-year term ending September 6, 2026
- One one-year term ending August 31, 2025
- Two three-year terms for alternates ending September 5, 2027

An Assessment Appeals Board is charged with hearing and ruling on property tax assessment appeals, in the manner and subject to the limitations specified by California law.

Per California Revenue and Taxation Code, an individual is eligible to serve on an Assessment Appeals Board if he or she has five years or more of professional experience in California as one of the following: a certified public accountant or public accountant, a licensed real estate broker, an attorney, or a property appraiser accredited by a nationally recognized professional organization. Individuals are also eligible if a member of the Board of Supervisors has reason to believe they are possessed of competent knowledge of property appraisal and taxation, so long as documentation of qualifying experience of appeals board members shall be filed with the clerk of the board. No person shall be qualified to be a member of the assessment appeals board who has, within the three years immediately preceding his or her appointment, been an employee of the Inyo County assessor's office.

If you are interested in serving on the Assessment Appeals Board and meet the above qualifications, please submit a letter of interest requesting appointment to the Inyo County Board of Supervisors at P.O. Box N, Independence, CA 93526 or dellis@inyocounty.us, no later than Monday, November 18 at 5 p.m. Postmarks do not count.

For more information about the Assessment Appeals Board, contact the Assessor's Office at (760) 878-0302.

Attention Legal Notices:

PLEASE PUBLISH IN THE Thursday, Oct. 17 issue.



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

November 5, 2024

Reference ID:
2024-827

Payment Authorization for Invoice from Crestwood Behavioral Health Health & Human Services ACTION REQUIRED

ITEM SUBMITTED BY

Gina Ellis , Assistant HHS Director

ITEM PRESENTED BY

Anna Scott, Health & Human Services Director

RECOMMENDED ACTION:

Authorize payment to Crestwood Behavioral Health for prior-year invoice in the amount of \$23,630.

BACKGROUND / SUMMARY / JUSTIFICATION:

On June 25, 2024, the Board approved Amendment No. 3 to the contract with Crestwood Behavioral Health, expanding the scope of work to include additional facilities for residential treatment services with varying levels of care. Around the same time HHS brought the amendment to the Board, an additional client was unexpectedly placed in one of the facilities. The cost of this additional placement caused the department to exceed the contract amount by \$9,610. As a result, staff have been unable to pay the June 2024 invoice. Staff respectfully requests permission to pay this final invoice for FY 23-24. A contract is in place for FY 24-25, services are running smoothly, and the facility has been excellent to work with.

FISCAL IMPACT:

Funding Source	Non-General Fund (Mental Health Realignment)	Budget Unit	045200
Budgeted?	Yes	Object Code	5265
Recurrence	One-Time Expenditure	Sole Source?	No

If Sole Source, provide justification below

Current Fiscal Year Impact

Due to the increase in placements, this placement facility has been budgeted and can cover this additional expense.

Future Fiscal Year Impacts

N/A

Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to authorize payment of \$23,630 to Crestwood Behavioral Health for this prior-year invoice related to residential treatment services. However, this is not recommended, as the facility provided the services in accordance with the FY 23/24 contract.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Enhanced Health, Social, & Senior Services

APPROVALS:

Gina Ellis	Created/Initiated - 10/17/2024
Darcy Ellis	Approved - 10/17/2024
Gina Ellis	Approved - 10/17/2024
Melissa Best-Baker	Approved - 10/18/2024
Anna Scott	Approved - 10/18/2024
Grace Chuchla	Approved - 10/21/2024
John Vallejo	Approved - 10/21/2024
Amy Shepherd	Approved - 10/22/2024
Anna Scott	Approved - 10/22/2024
Nate Greenberg	Final Approval - 10/26/2024

ATTACHMENTS:

1. Crestwood Behavioral Health - June 2024 Invoice



July 03, 2024

Lucy Vincent
Inyo County
Mental Health Services
1360 N. Main St., Suite 21
Bishop, CA 93514

Invoice #: 20240601
Contract #:

Enclosed is the billing invoice for the month of **June 2024**. Please review and reimburse the balance due of \$23,630.00.

Please remit payment to:
Crestwood Behavioral Health
PO Box 7095
Stockton, CA 95267-0095

If you have any questions regarding the billing, please contact the facility or our corporate accounts receivable department.

"Under the penalty of perjury under the laws of the State of California, I hereby certify that the above claim for services complies with all terms and conditions referenced in the Agreement with your county."

Executed at Stockton, California, July 03, 2024

Signed:

A handwritten signature in blue ink, appearing to read "M. Stefanou".

Maria Stefanou
Title: Chief Financial Officer

Agency: Crestwood Behavioral Health, Inc.
Enclosure

June 2024 Charges Detail for: Inyo County

Invoice #: 20240601

Contract #:

Crestwood Behavioral Health

P.O. Box 7095

Stockton, CA 95267-0095

Resident Name	SSN	Medical Record #	Start Date	Stop Date	IMD Days	IMD Rate	IMD Gross	BH Days	BH Rate	BH Gross	Patch Days	Patch Rate	Patch Gross	SOC	Resident Net
			06/01/2024	06/30/2024	0	\$0.00	\$0.00	0	\$0.00	\$0.00	30	\$100.00	\$3,000.00	\$0.00	\$3,000.00
1104 - STOCKTON SNF/STP - 1730128174			TOTAL		0		\$0.00	0		\$0.00	30		\$3,000.00	\$0.00	\$3,000.00
			06/05/2024	06/30/2024	26	\$403.00	\$10,478.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$10,478.00
			06/01/2024	06/07/2024	7	\$366.00	\$2,562.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$2,562.00
			06/08/2024	06/30/2024	23	\$330.00	\$7,590.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$7,590.00
					30		\$10,152.00	0		\$0.00	0		\$0.00	\$0.00	\$10,152.00
1115 - BAKERSFIELD MHRC - 1275610800			TOTAL		56		\$20,630.00	0		\$0.00	0		\$0.00	\$0.00	\$20,630.00
Current Total for - Inyo County					56		\$20,630.00	0		\$0.00	30		\$3,000.00	\$0.00	\$23,630.00

Invoice #: 20240601
Contract #:

Resident Name	SSN	Medical Record #	Start Date	Stop Date	IMD Days	IMD Rate	IMD Gross	BH Days	BH Rate	BH Gross	Patch Days	Patch Rate	Patch Gross	SOC	Resident Net
					0		0	0	0	0	0	0	0	0	0
Adjustments Total for: Inyo															\$0.00
Adjusted Total for: Inyo															\$29,630.00



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

November 5, 2024

Reference ID:
2024-804

Agreement Between County of Inyo and Precision Civil Engineering for the Provision of Professional Services Related to the REAP 2 Grant - Zoning and General Plan Design Standards Review

Planning Department

ACTION REQUIRED

ITEM SUBMITTED BY

Danielle Visuano, Associate Planner

ITEM PRESENTED BY

Danielle Visuano, Associate Planner

RECOMMENDED ACTION:

Approve the contract between the County of Inyo and Precision Civil Engineering, Inc. for the provision of planning services in the amount not to exceed \$209,000 for the period of November 5, 2024 to December 31, 2025 and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

Consultant, Precision Civil Engineering, Inc., was the successful respondent to a Request for Proposals issued by the County. Precision Civil Engineering, Inc. will conduct a review of residential design standards and their relationships to the current California Building Code. This information will be used to identify zoning and General Plan design and density requirements that could be inhibiting more infill development, such as second units and Accessory Dwelling Units (ADU). Proposed changes to current standards will be focused on promoting more housing opportunities primarily by increasing allowable residential density in the communities of Big Pine, Independence, and Lone Pine. Code language addressing accessory dwelling units will also be reviewed for opportunities to go beyond what the State presently requires. There will also be a review of vacant and underutilized residentially zoned parcels. A primary component of this work will include public outreach, including surveys and a series of community meetings.

Once land for zone changes and updates to current zoning for infill opportunities are identified, a California Environmental Quality Act (CEQA) evaluation for any proposed zoning and/or General Plan standards changes will be conducted. Any changes to either the County's Zoning or General Plan designations will also be reviewed for consistency between the two. Changes to General Plan designations will be necessary with regard to allowed density by district and the potential for proposed infill development.

After the CEQA evaluation is completed, the draft zone changes and General Plan amendments will be taken to the Planning Commission and Board of Supervisors for adoption.

FISCAL IMPACT:

Funding Source	Grant Funded	Budget Unit	023800
Budgeted?	Yes	Object Code	5265
Recurrence	N/A	Sole Source?	No

If Sole Source, provide justification below

Current Fiscal Year Impact
Not to exceed \$209,000 for the period of November 1, 2024 to December 31, 2025
Future Fiscal Year Impacts
Not to exceed \$209,000 for the period of November 1, 2024 to December 31, 2025
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could direct staff to renegotiate the contract or not approve the contract. Neither of these options is recommended as this firm has met the terms of the Request for Proposals and it could take approximately three to six months to find another consultant.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Improve Housing Opportunities

APPROVALS:

Danielle Visuano	Created/Initiated - 10/10/2024
Darcy Ellis	Approved - 10/10/2024
Christian Milovich	Approved - 10/18/2024
Keri Oney	Approved - 10/18/2024
Aaron Holmberg	Approved - 10/18/2024
John Vallejo	Approved - 10/21/2024
Amy Shepherd	Approved - 10/23/2024
Nate Greenberg	Approved - 10/26/2024
Danielle Visuano	Final Approval - 10/27/2024

ATTACHMENTS:

1. REAP 2 - Consultant Contract

AGREEMENT BETWEEN COUNTY OF INYO

AND _____

FOR THE PROVISION OF _____

SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the _____ services of _____ (hereinafter referred to as "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 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 Agreement will be made by the _____. Requests to the 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 Consultant by the County under this Agreement. County by this Agreement 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 Agreement.

Services and work provided by the 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. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

2. TERM.

The term of this Agreement shall be from _____ to _____ unless sooner terminated as provided below. In addition, County shall have two options to extend the Agreement for additional one-year periods as follows:

- A. From _____ through _____
- B. From _____ through _____

County shall exercise such options by giving written notice to Contractor at least thirty (30) days before the expiration of the Agreement, or an extension thereof.

The notice shall specify the period of the options being exercised. The option to extend shall be upon the same terms and conditions stated in this Agreement.

3. CONSIDERATION.

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

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

C. No additional consideration. Except as expressly provided in this Agreement, 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, 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 \$ _____ (initial term) \$ _____ (option 1) and \$ _____ (option 2) for a total of \$ _____ Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Consultant shall submit to the County, once a month, an itemized statement of all hours spent by 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. Consultant's statement to the County will also include an itemization of any travel or per diem expenses, which have been approved in advance by County, incurred by Consultant during that period. The itemized statement for travel expenses and per diem will include receipts for lodging, meals, and other incidental expenses in accordance with the County's accounting procedures and rules. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Consultant on the last day of the month.

F. Federal and State taxes.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to 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 Consultant's when it is anticipated that total annual payments to 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 Consultant under this

Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.

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

4. WORK SCHEDULE.

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 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 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 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 Agreement or as otherwise may be required. Further, during the term of this Agreement, 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 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 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. 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>.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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 Agreement. 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.

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 Consultant by County pursuant to this Agreement are, and at the termination of this Agreement 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 Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Consultant will convey possession and title to all such properties to County.

8. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES.

For the duration of this Agreement 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 CONSULTANT.

All acts of Consultant, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent Consultant's, and not as agents, officers, or employees of County. 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**, 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 Agreement 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 Agreement.

B. 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 Consultant in fulfillment of this Agreement.

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

10. DEFENSE AND INDEMNIFICATION.

Design Professional/Consultant agrees to indemnify, including the cost to defend, entity 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 Design Professional/Consultant and its employees or agents in the performance of 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; and does not apply to any passive negligence of the County unless caused at least in part by the Design Professional/Consultant.

11. RECORDS AND AUDIT.

A. Records. Consultant shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, ordinances, regulations, and directions. Consultant shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. 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 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 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, 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. 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. 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 Consultant thirty (30) days written notice of such intent to cancel. 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 Consultant. County has relied upon the skills, knowledge, experience, and training of Consultant as an inducement to enter into this Agreement. Consultant shall not assign or subcontract this Agreement, 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 Agreement without the prior written consent of County.

15. 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 Agreement 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.

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.

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

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.

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, 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, 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 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 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:

_____	Department
_____	Address
_____	City and State

Consultant:

_____	Name
_____	Address
_____	City and State

24. ENTIRE AGREEMENT.

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

///

////

AGREEMENT BETWEEN COUNTY OF INYO

AND Precision Civil Engineering Inc.

FOR THE PROVISION OF Professional SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS

DAY OF ,

COUNTY OF INYO

CONSULTANT

By: _____

By: _____

Signature

Signature

Print or Type Name

Print or Type Name

Dated: _____

Dated: 9/20/2024

APPROVED AS TO FORM AND LEGALITY:

Christian E. Milovich

Christian E. Milovich (Oct 3, 2024 15:03 PDT)

County Counsel

APPROVED AS TO ACCOUNTING FORM:

Amy Shepherd

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

K. Oney

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

Carol Blakely

County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO

AND _____

FOR THE PROVISION OF _____ **SERVICE**

TERM:

FROM: _____ **TO:** _____

SCOPE OF WORK:

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND Precision Civil Engineering Inc.

FOR THE PROVISION OF Professional **SERVICES**

TERM:

FROM: 11/05/2024 **TO:** 12/31/2024

SCHEDULE OF FEES:

Inyo County will pay Precision Civil Engineering Inc., through a REAP 2 grant allocated by the California Department of Housing and Community Development (HCD) to complete the tasks at the rates specified, as identified in Exhibit A Scope of Work including the Schedule and Budget, and not to exceed \$209,000. The County will pay Precision Civil Engineering Inc. as the tasks specified in the SOW are completed to the satisfaction of Inyo County and the HCD. Invoicing from Precision Civil Engineering Inc. will meet HCD's requirements as found in the SOW included in Agreement # 23-REAP2-17931(Attached). The percentage of total payment shall not exceed the percentage of completed project at any time during the project duration. Final payment will be made when all work agreed to by Precision Civil Engineering Inc., as identified in the SOW, is completed to the satisfaction of Inyo County and HCD. Costs incurred for materials necessary to complete the tasks as stated in the SOW will be paid out of the \$209,000 total cost of the contracted work and only for tasks included in the SOW.

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO

AND _____

FOR THE PROVISION OF _____ **SERVICES**

TERM:

FROM: _____ **TO:** _____

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO

AND _____

FOR THE PROVISION OF _____ SERVICES

TERM:

FROM: _____ **TO:** _____

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

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

November 5, 2024

Reference ID:
2024-819

Filling of Vacancies on Northern Inyo Airport Advisory Committee

Public Works

ACTION REQUIRED

ITEM SUBMITTED BY

Ashley Helms, Deputy Public Works Director - Airports

ITEM PRESENTED BY

Ashley Helms, Deputy Public Works Director - Airports

RECOMMENDED ACTION:

Reappoint Mike Patterson and Peter Tracy, and appoint Harivanden P. Bhakta, each to a four-year term on the Northern Inyo Airport Advisory Committee, ending October 31, 2028.

BACKGROUND / SUMMARY / JUSTIFICATION:

Four terms on the Northern Inyo Airport Advisory Committee expired on October 31, 2024, including three regular voting members and one alternate voting member. Prior to their expiration, these positions were filled by Michael Patterson, Peter Tracy, Eileen Burger, and Jessica Diaz. Per your Board's appointment policy, the committee members were notified of the expiration of their terms and the opportunity to reapply. The vacancies were publicly advertised in accordance with the appointment policy.

Three letters of interest were received: from Mr. Patterson, Mr. Tracy, and Mr. Bhakta, each requesting appointment to a four-year voting term. Ms. Burger sent a notice that she was not seeking reappointment. The alternate voting term will remain vacant at this time.

FISCAL IMPACT:

There are no fiscal impacts related to this item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to make the appointments, but this is not recommended as it would result in continued committee vacancies.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

High Quality Services | High-Quality Government Services

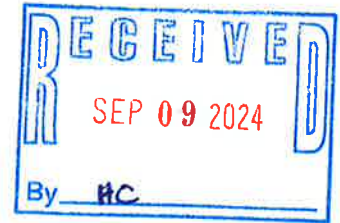
APPROVALS:

Ashley Helms	Created/Initiated - 10/14/2024
Darcy Ellis	Approved - 10/14/2024
Ashley Helms	Approved - 10/28/2024
Nate Greenberg	Final Approval - 10/29/2024

ATTACHMENTS:

1. NIAAC - Eileen Burger Resignation
2. 1st Notice of Vacancy - NIAAC 2024
3. 2nd Notice of Vacancy - NIAAC 2024
4. Mike Patterson - NIAAC Appointment
5. Harry Bhakta - NIAAC Appointment
6. Peter Tracy - NIAAC Appointment

Eileen Burger
PO Box 448
Big Pine, CA 93513



September 6, 2024

Inyo County Board of Supervisors
Assistant Clerk of the Board, Darcy Ellis
PO Drawer N
Independence, CA 93526

Dear Ms Ellis and Inyo County Supervisors,

I am writing to let you know of my decision to resign from my position on the Northern Inyo Airport Advisory Committee. My current (third) four-year term expires at the end of October, and I am aware that the Board will want to advertise this vacancy, knowing that I will not seek reappointment.

I am grateful for the opportunity I had to be part of the NIAAC for 12 years, and to participate in discussions, etc, around some significant changes at Bishop Airport during this period.

Respectfully,

Eileen Burger



EL CAMINO SIERRA

BOARD OF SUPERVISORS COUNTY OF INYO

P. O. BOX N • INDEPENDENCE, CALIFORNIA 93526

TELEPHONE (760) 878-0373

e-mail: dellis@inyocounty.us

MEMBERS OF THE BOARD
TRINA ORRILL
JEFF GRIFFITHS
SCOTT MARCELLIN
JENNIFER ROESEER
MATT KINGSLEY

NATE GREENBERG
Clerk of the Board

DARCY ELLIS
Assistant Clerk of the Board

NOTICE OF VACANCY NORTHERN INYO AIRPORT ADVISORY COMMITTEE

NOTICE IS HEREBY GIVEN that the Inyo County Board of Supervisors is accepting letters of interest to fill three (3) four-year terms on the Northern Inyo Airport Advisory Committee ending October 31, 2028.

If you are interested in filling the remainder of this term, please submit your request for appointment to the Clerk of the Board of Supervisors at P.O. Drawer N, Independence, CA 93526 or dellis@inyocounty.us. In order for your request for appointment to be considered, it must be received on or before Friday, October 11 at 5 p.m.

Attention, Legal Notices:

PLEASE PUBLISH IN THE September 26 issue of the Inyo Register.



EL CAMINO SIERRA

BOARD OF SUPERVISORS COUNTY OF INYO

P. O. BOX N • INDEPENDENCE, CALIFORNIA 93526

TELEPHONE (760) 878-0373

e-mail: dellis@inyocounty.us

MEMBERS OF THE BOARD
TRINA ORRILL
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MATT KINGSLEY

NATE GREENBERG
Clerk of the Board

DARCY ELLIS
Assistant Clerk of the Board

NOTICE OF VACANCY NORTHERN INYO AIRPORT ADVISORY COMMITTEE

NOTICE IS HEREBY GIVEN that the Inyo County Board of Supervisors is accepting letters of interest to fill two (2) four-year terms on the Northern Inyo Airport Advisory Committee ending October 31, 2028: one for a regular member and one for an alternate.

If you are interested in filling one of these vacancies, please submit your request for appointment to the Clerk of the Board of Supervisors at P.O. Drawer N, Independence, CA 93526 or dellis@inyocounty.us. In order for your request for appointment to be considered, it must be received on or before Friday, October 25 at 5 p.m.

Attention, Legal Notices:

PLEASE PUBLISH IN THE October 15 issue of the Inyo Register.

Ashley Helms

Subject: FW: NIAAC Appointment

From: Patterson, Michael <Michael.Patterson@gmr.net>

Sent: Thursday, September 26, 2024 12:58 PM

To: Darcy Ellis <dellis@inyocounty.us>

Subject: NIAAC Appointment

Good afternoon,

I would like to be considered for reappointment to the Northern Inyo Airport Advisory Committee. My term expires on 10/31/24. I am interested in the reappointment ending 10/31/28. We have aircraft based at the bishop airport that are operated Part 135.

Thanks,
Mike

Mike Patterson EMT-P, FP-C, CMTE | Regional Director

Pacific Fixed Wing Operations Reach 62, 66, Calstar 70 and SLF Ground Operations

C 760-784-1520 | O 760-872-2202 | F 760-872-2192 | Michael.Patterson@gmr.net



Ashley Helms

Subject: FW: Appointment airport.

From: HARIVANDEN P BHAKTA <harrypbhakta@hotmail.com>

Sent: Thursday, October 3, 2024 1:31 PM

To: Darcy Ellis <dellis@inyocounty.us>

Subject: Appointment airport.

You don't often get email from harrypbhakta@hotmail.com. [Learn why this is important](#)

Inyo County Supurvisors:

Dear Supervisors

My name is Harivanden P. Bhakta

Resident of Inyo county over 21 years.

I served in the panel for Bishop municipal in the past.

I am interested in serving again.

Please consider me for this post.

Thank you

Harivanden (Harry) P. Bhakta

Ashley Helms

From: Peter Tracy <inyomono@stanfordalumni.org>
Sent: Monday, October 14, 2024 4:37 PM
To: Darcy Ellis
Cc: Ashley Helms
Subject: Northern Inyo Airport Advisory Committee

Hi Darcy-

This reconfirms with you that I would like to be reappointed to the NIAAC committee.

Let me know if you need anything else.

Thanks,
Pete Tracy



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

November 5, 2024

Reference ID:
2024-835

Special Event Fee Waiver for Alabama Gates Event at Spainhower Park on November 16, 2024

Public Works

ACTION REQUIRED

ITEM SUBMITTED BY

Jorge Briceno, Parks & Recreation Manager

ITEM PRESENTED BY

Jorge Briceno, Parks & Recreation Manager

RECOMMENDED ACTION:

Approve the Special Event fee waiver for Sierra Forever of Bishop, CA to hold an event at Spainhower Park on November 16, 2024, from 3-5 p.m.

BACKGROUND / SUMMARY / JUSTIFICATION:

Sierra Forever (formerly the Eastern Sierra Interpretive Association) is looking to host an event celebrating/rememering the history of the Alabama Gates Occupation from 3-5 p.m. on November 16 at Spainhower Park in Lone Pine. The event includes a barbecue and is free to the public, educational, and is of historical importance to the local communities in the Eastern Sierra. Sierra Forever has communicated with the Parks Manager to ensure that volunteers will be responsible for clean-up after the event and Sierra Forever has also contracted waste services to bring an extra dumpster to Spainhower Park. Staff respectfully requests the Board approve waiver of Sierra Forever's fee to show support for this event.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	076900
Budgeted?	Yes	Object Code	5311
Recurrence	One-Time Expenditure	Sole Source?	No

If Sole Source, provide justification below

Current Fiscal Year Impact

Parks would lose the Special Event Fee associated with this, and could see up to \$100 in expense.

Future Fiscal Year Impacts

None

Additional Information

We expect an increase in the use of restrooms and trash receptacles from the event but no other services are being provided.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board may choose not to approve this fee waiver for a special event as recommended. This is not recommended as staff has spent considerable time to arrive at the negotiated agreement and it is unlikely that other concessions will be made.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Quality Parks and Recreation Amenities
Economic Enhancement | Local Businesses, Organizations, and Workforce
High Quality Services | High-Quality County Government Services

APPROVALS:

Jorge Briceno	Created/Initiated - 10/21/2024
Darcy Ellis	Approved - 10/22/2024
Jorge Briceno	Approved - 10/28/2024
Breanne Nelums	Approved - 10/28/2024
Keri Oney	Approved - 10/28/2024
Grace Chuchla	Approved - 10/28/2024
John Vallejo	Approved - 10/28/2024
Amy Shepherd	Approved - 10/29/2024
Michael Errante	Approved - 10/29/2024
Nate Greenberg	Final Approval - 10/29/2024

ATTACHMENTS:

1. Alabama Gates Event 2024

COUNTY OF INYO / PARKS AND RECREATION
1360 NORTH MAIN ST
BISHOP, CA 93514



Telephone: 760.873.5577
Fax: 760.873.5599
kcarrington@inyocounty.us

Application for Special Event / Facility Use Permit

Applicant/Permittee Name: Kim Stringfellow Organization: indep produce
Phone #: (619) 318-2351 Email: Kim@kimstringfellow.com
Address: POB

EVENT INFO

Park/Campground Requested: Spainhower Park L.P. Event Date(s): NOV 11/16/2024
Purpose/Type of Event: Part of Alabama Gates Weekend events
Start time (set-up): 10 AM (Event: 3 PM) End time (clean up): 6 PM
Activities (be specific): public BBQ professionally catered
Anticipated Attendance: 60 Will minors (under 18) be present: ☒ YES ☐ NO

EVENT DETAILS

- Is event open to the general public? ☒ YES ☐ NO Will you be charging admission? ☒ YES ☐ NO
- Is this a fundraiser? ☐ YES ☒ NO For what organization? only to cover cost of food.
- NO BOUNCE HOUSES & NO SLIP AND SLIDES KS (please initial)
- NO OPEN FLAMES BESIDES IN OUTDOOR FIRE PITS CLEARED OF NEARBY DEBRIS KS (please initial)
- DO NOT ATTACH ITEMS TO LIGHT FIXTURES KS (please initial)
- DO NOT OVERFILL TRASH CANS KS (please initial)
- DO NOT LEAVE EXCESS TRASH ON SITE KS (please initial)
- Will you be holding any of the following activities? ☐ YES ☒ NO CIRCLE THOSE THAT APPLY:
gun/knife show, wine/liquor tasting, haunted house, fireworks, athletic event, overnight camping
- Describe decorations (Adhesives are not allowed): NONE

FEES* (Fee waivers may be available for certain nonpolitical/noncommercial community service event.)

Enclose two (2) checks or money orders made payable to Inyo County:

- \$50.00 check/money order for the Day Use Fee
- \$150.00 check/money order for the refundable deposit
(ADD \$100.00 to your deposit if you will have alcohol.)

*Fees subject to change.

SERVICES

- Will you be using a caterer? ☒ YES ☐ NO Caterer's Name & Phone: TBA professional BBQ caterer / food truck
- Will caterer be selling alcohol? ☐ YES ☒ NO
- Will there be security at this event? ☐ YES ☒ NO Security Company: _____
- Do you need electricity? ☒ YES ☐ NO
- Do you need tables unlocked? ☒ YES ☐ NO

DEPOSIT & DAMAGES

Permittee shall be responsible for any damage or loss to furniture, fixtures, equipment, facilities, or property. Any person, group, or permittee causing damage, loss, or excessive cleanup shall forfeit deposit and be required to pay any additional costs incurred to restore the furniture, fixtures, equipment, facilities, or property. County staff will inspect the premises after the event and determine what portion, if any, of the deposit to refund. Inyo County will seek restitution for costs to return furniture, fixtures, equipment, facilities, or property to their original condition in excess of the value of your deposit. **Therefore, return everything to original condition.**



Application for Special Event / Facility Use Permit

CONDUCT OF PERSONS

Permittee shall be responsible for the orderly conduct of all persons, groups, and any associated pets and vehicles present or using the premises by invitation of the Permittee, whether expressed or implied, during all times covered by the Special Event / Facility Use Permit, as issued by the Parks Manager. At the County's discretion, Permittee may be required to provide security personnel and post-event remediation services.

ALCOHOL

Alcohol may be permitted by the Parks Manager during an event under certain conditions with insurance and additional precautions. In addition, the California Department of Alcohol Beverage Control (www.abc.ca.gov) requires a license if alcohol is offered for sale, and Inyo County Environmental Health (760.878.0238) may require a health permit if food is involved. If these agencies require a license or health permit, Permittee must provide copies to Inyo County prior to event.

If Permittee will be supplying alcoholic beverages or if the event is BYOB, the Permittee's general liability insurance must include host liquor liability coverage in an amount not less than \$1,000,000 (one million) per occurrence. If Permittee is using a caterer or other vendor to supply alcohol, that vendor must have liquor liability coverage. If Permittee intends to sell alcohol, either the Permittee or vendor providing the alcohol for sale must have a valid liquor sales license and liquor liability insurance covering the sale of alcohol.

~~* likely no alcohol but this may change. If so, I will contact county to fill out this section.~~

• Will alcohol be present at this event? ☐ YES ☒ NO If yes, please complete the rest of this section.
If you mark no, and alcohol is discovered, the deposit may be forfeited, and other action may be taken.

- Will consumption be limited to a fixed/secured area? ☐ YES ☐ NO
- Have those serving alcohol had alcohol awareness training? ☐ YES ☐ NO
- Have those serving alcohol been instructed not to serve minors or intoxicated guests? ☐ YES ☐ NO
- Is a designated driver program in place? ☐ YES ☐ NO

How will alcohol be provided? (Select one of the following)

- ☐ Distributed free of charge at free event by event host/employees/volunteers
- ☐ Distributed free of charge by event host/employees/volunteers, but admission fee is charged
- ☐ Distributed free of charge by licensed caterer
- ☐ Bring your own beverage
- ☐ Sold by the glass/cup by organizer (ABC License may be required)
- ☐ Sold by third party and third party keeps all proceeds (Third party must be licensed and insured)
- ☐ Sold by third party and proceeds shared with Permittee (Additional documentation may be required)

ADVERTISING, SOLICITATION, & SALES

The following are not permitted without the express written approval of the Parks Manager:

- Distribute any handbills or circulars
- Post, place, or erect bills, notices, paper, or advertising
- Publicize an event prior to obtaining necessary permit/s and paying all fees
- Sell or offer for sale any merchandise, articles, etc.
- Practice, carry on, conduct, or solicit on behalf of any trade, occupation, business, or profession

COUNTY OF INYO / PARKS AND RECREATION
1360 NORTH MAIN ST
BISHOP, CA 93514



Telephone: 760.873.5577
Fax: 760.873.5599
kcarrington@inyocounty.us

Application for Special Event / Facility Use Permit

INDEMNITY

By submitting this application, Permittee agrees to indemnify and defend Inyo County, its officials, officers, employees or volunteers (hereafter "Inyo County") against all losses arising from this event, and holds Inyo County harmless from and against all claims, actions, damages, costs (including without limitations and attorney's fees), injuries, or liability, arising out of Permittees' or its vendors' and/or subcontractors' acts, errors or omissions, negligence, or wrongful conduct (regardless of Inyo County's passive negligence, if any) in connection with this application and permit. Use of and parking at county facilities is at the exclusive risk of the permittee and their guests.

INSURANCE REQUIREMENTS

Per Inyo County Code 12.18.100, all Special Event / Facility Use permittees must procure insurance to the satisfaction of the County Risk Manager, unless a waiver is granted by the County Risk Manager. Permittee shall procure and maintain for the duration of the permit period insurance against claims for injuries to persons and damages to property which may arise from or in connection with the rental/permit of the facilities and the activities of the Permittee and any associated guests, agents, representatives, employees, or subcontractors. Coverage shall be at least as broad as Insurance Services Form CG 00 01 coverage general liability on an "occurrence" basic, including property damage, bodily injury, personal & advertising injury, and liquor liability (if alcohol is permitted) **with limits no less than \$1,000,000 per occurrence, \$2,000,000 aggregate.** At the discretion of the County Risk Manager, higher minimum limits may be required due to anticipated activities or expected number of attendees. If Permittee 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 higher limits maintained by the Permittee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Inyo County. Inyo County, its officials, officers, agents, employees, and volunteers are to be covered as additional insureds on the general liability policy with respect to liability arising out of the Special Event / Facility Use permit, work or operations performed on or on behalf of the Permittee including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage and additional insured status may be provided as an endorsement on the Permittee's insurance.

You must attach a certificate of insurance to this application. Failure to submit a certificate of insurance will result in denial of this application. The certificate holder box must read: "Inyo County, 1360 N. Main St, Bishop, CA 93514; risk@inyocounty.us." **The description box must list the date and location of the event as well as the following:** "Inyo County, its officials, officers, agents, employees, and volunteers are additional insured with respect to liability arising out of or in connect to event. All liability policies are primary and noncontributory as respects Inyo County. A 30-day notice of cancellation will be provided to certificate holder. Insured hereby grants a waiver of any right to subrogation which any insurer of the Insured may acquire against Inyo County by virtue of the payment of any loss under such insurance."

INSURANCE WAIVER REQUEST

County Risk Manager may waive the insurance requirements in certain circumstances in consideration of the planned activities, location, and attendance. **An insurance waiver does not relieve the permittee of their indemnification obligation.** No waiver shall be granted for athletic events, events with alcohol, commercial events, outdoor events expecting more than 250 attendees, or higher risk events identified as such by the County Risk Manager. Examples of events that might qualify for an insurance waiver include a small community event, child's birthday party, health education seminar, memorial, community outreach. **To request a waiver, explain here why your event should qualify for an insurance waiver:** KS

APPLICANT MUST SUBMIT EVERYTHING AT LEAST 2 WEEKS IN ADVANCE

THIS IS PART OF A FREE WEEKEND EVENT SERIES and IS non-profit, educational. Page 2 of 4

COUNTY OF INYO / PARKS AND RECREATION
1360 NORTH MAIN ST
BISHOP, CA 93514



Telephone: 760.873.5577
Fax: 760.873.5599
kcarrington@inyocounty.us

Application for Special Event / Facility Use Permit

ATHLETIC EVENTS

Events with athletic activities have the following additional requirements: (1) Permittee shall provide a complete site safety plan with a route map prior to the event; (2) Permittee shall provide evidence that the general liability policy includes coverage for injuries to athletic participants; (3) Permittee shall provide evidence of Participant Accident Insurance or copies of participant waivers to be used; and (4) Permittee shall provide completed participant waivers to County Risk Manager upon request in a timely manner after the event. No waiver of the insurance requirement may be granted for events with athletic activities.

ADDITIONAL INFORMATION

Please write any special requests or additional information for the Parks Manager here:

This BBQ event is part of Alabama Gates 2024 which celebrates the centennial of the A.G. occupation of 1924. Organized as free, public events. There will likely be a charge for food at cost (no profit).

AUTHORIZED SIGNATURE

I have read, understand, and agree to abide by the fees, rules, regulations, and provisions stated on this application, including but not limited to the indemnification section, and any special instructions provided to me or my organization by the Parks Manager. I will have no bounce houses and no slip and slides, I will have no open flames besides in designated outdoor fire pits cleared of nearby debris, I will not attach items to light fixtures, I will not overfill trashcans, and I will not leave trash on site. I will bring extra trash bags, and I will report any damage to property or injury to persons within eight hours to the phone number at the top of this page. I understand that trash or damages left behind may result in forfeiture of my deposit as well as possible other actions. By signing this application, I personally, or on behalf of the organization I am authorized to represent, bind the organization or myself to the terms and conditions set forth on the four pages of this permit.

Applicant/Permittee: _____

Date: 6/13/24

APPROVALS – Applicant please do not write below here.

1. Risk Manager: _____ Date: _____

If insurance waiver is approved, Risk Manager will initial here: _____

2. Parks Manager: *[Signature]* Date: 10/28/2024

COPIES: Once all three signatures are complete, payment (if applicable) is received, and insurance is received or waived, please send one PDF of all 4 pages to Risk, and one complete PDF to Permittee. Original goes to Department. Thanks!

-the end-



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

November 5, 2024

Reference ID:
2024-794

Authorization for Recycling & Waste Management to Purchase a New Caterpillar Excavator Public Works - Recycling & Waste Management ACTION REQUIRED

ITEM SUBMITTED BY

Teresa Elliott, Administrative Analyst

ITEM PRESENTED BY

Cap Aubrey, Assistant Public Works Director

RECOMMENDED ACTION:

- A) Declare Quinn Company of Lancaster, CA a sole-source provider of a new 2024 303.5 Excavator; and
B) Authorize the issuance of a purchase order in an amount not to exceed \$89,572 payable to Quinn Company of Lancaster, CA for a new 2024 303.5 Excavator.

BACKGROUND / SUMMARY / JUSTIFICATION:

On August 3, 2021, the Board approved a 5-year equipment replacement plan for replacing heavy equipment at the Inyo County landfills. Inyo County Recycling and Waste Management (RWM) is in need of a mini excavator for use at all landfills. If the Board approves this purchase, the new machine will be utilized at all landfills to dig trenches, repair and improve landfill drainage, dig utility trenches, separate waste piles, and clean up illegal dumping off site.

FISCAL IMPACT:

Funding Source	Non-General Fund	Budget Unit	045700
Budgeted?	Yes	Object Code	5650
Recurrence	One-Time Expenditure	Sole Source?	Yes

If Sole Source, provide justification below

Inyo County's Solid Waste equipment fleet is all Caterpillar brand. While there are some foreign competitors, the availability of parts and service for those machines is questionable. The staff have the training and Caterpillar software necessary to maintain Caterpillar-branded machinery. Purchasing the equipment from the Quinn Company in Lancaster comes as a result of Caterpillar allocating exclusive territories for their dealerships and Quinn Co services Inyo County.

Current Fiscal Year Impact
\$89,572
Future Fiscal Year Impacts
N/A

Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to authorize the purchase of this excavator at this time. This is not recommended because this piece of equipment is critical to Recycling & Waste Management operations.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

High Quality Services | High Quality Government Services

APPROVALS:

Teresa Elliott	Created/Initiated - 10/1/2024
Darcy Ellis	Approved - 10/1/2024
Teresa Elliott	Approved - 10/2/2024
Cap Aubrey	Approved - 10/2/2024
Breanne Nelums	Approved - 10/4/2024
Keri Oney	Approved - 10/8/2024
John Vallejo	Approved - 10/8/2024
Amy Shepherd	Approved - 10/8/2024
Nate Greenberg	Final Approval - 10/25/2024

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

November 5, 2024

Reference ID:
2024-801

Agreement with Tartaglia Engineering Public Works ACTION REQUIRED

ITEM SUBMITTED BY

Ashley Helms, Deputy Public Works Director -
Airports

ITEM PRESENTED BY

Ashley Helms, Deputy Public Works Director -
Airports

RECOMMENDED ACTION:

Approve the agreement between the County of Inyo and Tartaglia Engineering of Pismo Beach, CA for the provision of Airport Engineering Services in an amount not to exceed \$114,800 for the period of November 5, 2024 through June 30, 2026, or until project completion, and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

Federal Aviation Administration (FAA) design standards state that commercial service airports should "provide grooving or other surface friction treatment for primary and secondary runways" (AC 150/5300-13B page 6-6). A grooved surface aids with drainage and increases friction during rain events. The FAA has awarded Inyo County a grant for the Runway 12-30 Surface Treatment Project (Project), which includes grooving, seal coat and runway markings. This project will ensure that the main air carrier runway meets FAA design standards for grooving and will extend the life of the 2020 paving project by applying a rejuvenating seal coat.

On May 21, 2024, the Board approved the contract with Tartaglia Engineering for the design of the Project, and on September 10, 2024, the Board awarded the construction contract to American Road Maintenance. The construction work is scheduled to begin in November with the runway grooving. The contractor will return in the spring, when daily commercial flights end, to complete the seal coat and markings. The curing of the seal coat is very temperature sensitive, and there is not adequate time to complete the project this fall before the weather becomes unsuitable.

On September 9, 2024, Public Works circulated a Request for Proposal (RFP) for Airport Engineering Services. The RFP included the construction administration/inspection services for the Runway 12-30 Surface Treatment Project, as well as design and construction administration services for the replacement of the rotating beacon at the Bishop Airport. The beacon project will move forward in 2025. One proposal was received by the RFP deadline. Staff suggests awarding the construction administration/inspection contract to Tartaglia Engineering at this time, and amending the contract in the future if/when the Rotating Beacon Replacement Project is ready to move forward.

FISCAL IMPACT:

Funding Source	Grant Funded - Federal Aviation Administration Airport Improvement Program Grant	Budget Unit	630100
Budgeted?	Yes	Object Code	5700
Recurrence	One-Time Expenditure	Sole Source?	No

If Sole Source, provide justification below

Current Fiscal Year Impact
It is anticipated that the current scope of work will be completed within this fiscal year.
Future Fiscal Year Impacts
N/A
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board may choose not to approve this agreement as recommended, or direct staff to renegotiate the terms within it. This is not recommended, as the Public Works Department does not have the staff to perform daily construction inspection for this project. Additionally, the costs associated with this contract have been found to be reasonable. The majority of the cost is for daily construction inspection services, which are based on the number of working days allowed in the construction contract. Should the contractor complete the project in less time, there would be savings on the construction inspection fees paid under this agreement.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Federal Aviation Administration

STRATEGIC PLAN ALIGNMENT:

High Quality Services | Improved County Facilities

APPROVALS:

Ashley Helms	Created/Initiated - 10/11/2024
Darcy Ellis	Approved - 10/11/2024
Ashley Helms	Approved - 10/25/2024
Breanne Nelums	Approved - 10/25/2024
Grace Chuchla	Approved - 10/28/2024
John Vallejo	Approved - 10/28/2024
Amy Shepherd	Approved - 10/28/2024
Michael Errante	Approved - 10/28/2024
Nate Greenberg	Final Approval - 10/29/2024

ATTACHMENTS:

1. Tartaglia Engineering Contract

AGREEMENT BETWEEN COUNTY OF INYO

AND Tartaglia Engineering

FOR THE PROVISION OF Airport Engineering SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for Airport Engineering services of Tartaglia Engineering (hereinafter referred to as "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 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 Agreement will be made by the Deputy Public Works Director Ashley Helms. Requests to the 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 Consultant by the County under this Agreement. County by this Agreement 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 Agreement.

Services and work provided by the 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. PERFORMANCE PERIOD

(Choose Option 1 or Option 2)

☒ **Option 1 – Standard Contract**

A. This Contract shall go into effect on 11/5/2024, contingent upon approval by County, and Consultant shall commence work after notification to proceed by County's Contract Administrator. The Contract shall end on 6/30/2026, 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. CONSIDERATION

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

B. Travel and per diem. County shall reimburse Consultant for the travel expenses and per diem which Consultant incurs in providing services and work requested by County under this Agreement. Consultant shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Consultant for approval to incur travel and per diem expenses shall be submitted to the Deputy Public Works Director. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to 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 Consultant without the prior approval of the County.

C. No additional consideration. Except as expressly provided in this Agreement, 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, 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 Consultant for services and work performed under this Agreement shall not exceed one hundred and fourteen thousand, eight hundred \$ 114,800.00) Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Consultant for services or work performed which is in excess of the contract limit.

E. Billing and payment. Consultant shall submit to the County, once a month, an itemized statement of all hours spent by 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. Consultant's statement to the County will also include an itemization of any travel or per diem expenses, which have been approved in advance by County, incurred by Consultant during that period. The itemized statement for travel expenses and per diem will include receipts for lodging, meals, and other incidental expenses in accordance with the County's accounting procedures and rules. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Consultant on the last day of the month.

F. Federal and State taxes.

- (1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to 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 Consultant's when it is anticipated that total annual payments to 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 Consultant under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.
- (4) The total amounts paid by County to 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, Consultant shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE

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 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 Agreement will be performed within the time frame set forth by County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

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 Agreement or as otherwise may be required. Further, during the term of this Agreement, 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 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 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.

6. CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it, Consultant nor its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency from participation in this transaction. 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. CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offerer/Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

8. 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 Agreement. 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.

9. DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13)

The Consultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the County deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Consultant from future bidding as non-responsible.

Prompt Payment (§26.29)

The prime Consultant agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 14 days from the receipt of each payment the prime Consultant receives from County. The prime Consultant agrees further to return retainage payments to each subcontractor within 14 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the County. This clause applies to both DBE and non-DBE subcontractors.

10. TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the County encourages the Consultant to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Consultant must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

11. CLEAN AIR AND WATER POLLUTION CONTROL

(Applies to all contracts that exceed \$150,000)

Consultant agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control

Act as amended (33 USC § 1251-1387). The Consultant agrees to report any violation to the County immediately upon discovery. The County assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. Contractor must include this requirement in all subcontracts that exceeds \$150,000.

12. ENERGY CONSERVATION REQUIREMENTS

Consultant and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201 *et seq*).

13. FEDERAL FAIR LABOR STANDARDS ACT (FLSA)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

14. TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the County if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Consultant must require subcontractors provide immediate written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or

- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Consultant or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the County cancellation of the contract or subcontract for default at no cost to the County or the FAA.

15. CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any 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 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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.

16. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

17. CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is (●) is not () a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is (●) is not () is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.
- 3) **Term Definitions**
- 4) **Felony conviction:** Felony conviction means a conviction within the preceding twenty-four
- 5) (24) months of a felony criminal violation under any Federal law and includes
- 6) conviction of an offense defined in a section of the U.S. code that specifically classifies
- 7) the offense as a felony and conviction of an offense that is classified as a felony under 18
- 8) U.S.C. § 3559.
- 9) **Tax Delinquency:** A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

18. VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Consultant and all sub-tier Consultants must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled

veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

19. 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 Agreement are, and at the termination of this Agreement 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 Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Consultant will convey possession and title to all such properties to County.

20. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES

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

21. STATUS OF CONSULTANT

All acts of Consultant, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent Consultant's, and not as agents, officers, or employees of County. 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, 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 Agreement 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 Agreement.

B. 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 Consultant in fulfillment of this Agreement.

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

22. DEFENSE AND INDEMNIFICATION

For professional services rendered under this Contract, Consultant agrees to indemnify, including the cost to defend, entity 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 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; and does not apply to any passive negligence of the County unless caused at least in part 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.

23. ACCESS TO RECORDS, REPORTS AND AUDIT

A. Records. Consultant must prepare and maintain an acceptable cost accounting system and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, ordinances, regulations, and directions. The Consultant agrees to provide the County, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Consultant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. Consultant shall maintain these records for a minimum of four (4) years after final payment is made and the termination or completion of this Agreement. 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 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 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.

24. EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Consultant agrees as follows:

(1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be

limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

25. GENERAL CIVIL RIGHTS PROVISIONS

The Consultant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color,

national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Consultant and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

26. TITLE VI – COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. **Compliance with Regulations:** The Consultant (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Consultant of the Consultant’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Consultant’s noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Consultant under the contract until the Consultant complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Consultants, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

27. ASSIGNMENT

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

28. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Consultant or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

County will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. County reserves the right to withhold payments to Consultant until such time the Consultant corrects the breach or the County elects to terminate the contract. The County's notice will identify a specific date by which the Consultant must correct the breach. County may proceed with termination of the contract if the Consultant fails to correct the breach by the deadline indicated in the County's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

29. TERMINATION FOR CONVENIENCE

The County may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the County, the Consultant must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the County all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

County agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

County further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

30. TERMINATION FOR DEFAULT

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by County:** The County may terminate this Agreement in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by County approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project; or
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the County all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

County agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

County further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the County determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the County issued the termination for the convenience of the County.

b) **Termination by Consultant:** The Consultant may terminate this Agreement in whole or in part, if the County:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, County agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If County and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the County's breach of the contract.

In the event of termination due to County breach, the Engineer is entitled to invoice County and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. County agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

31. 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 thirty-seven (37) "Amendment" below.

32. CONFIDENTIALITY

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

33. CONFLICTS

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.

34. POST AGREEMENT 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 Agreement, for any personal benefit, gain, or enhancement. Further, 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, Consultant by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

35. 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.

36. 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 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 thirty-seven (37) "Amendment."

37. 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.

38. 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 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 - Airports

Department

703 Airport Rd

Address

Bishop, CA 93514

City and State

Consultant:

Tartaglia Engineering

Name

PO Box 476

Address

Pismo Beach, CA 93448

City and State

39. ENTIRE AGREEMENT

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

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AGREEMENT BETWEEN COUNTY OF INYO

AND Tartaglia Engineering

FOR THE PROVISION OF Airport Engineering **SERVICES**

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

COUNTY OF INYO

CONSULTANT

By: _____

Signature

Matt Kingsley

Print or Type Name

Dated: _____

By: John Smith

Signature

John Smith

Print or Type Name

Dated: 10/22/2024

APPROVED AS TO FORM AND LEGALITY:

Grace Weitz

Grace Weitz (Oct 16, 2024 16:30 PDT)

County Counsel

APPROVED AS TO ACCOUNTING FORM:

Christie Martindale

Christie Martindale (Oct 22, 2024 15:46 PDT)

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

K. Oney

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

Carol Helling

County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND Tartaglia Engineering
FOR THE PROVISION OF Airport Engineering SERVICES**

TERM:

FROM: 11/5/2024 **TO:** 6/30/2026

SCOPE OF WORK:

SCOPE OF THE PROJECT

The Treatment Project is focused on preservation of the surface of Runway 12-30 and on establishing a friction element to the 49-CFR, Part 139 Runway at Bishop Airport, Inyo County, California.

Elements of construction include:

- Obliterate specific markings on the runway (centerline and taxiway lead-in lines).
- Perform runway grooving on the recently improved (overlaid) asphalt pavement surface.
- Apply an emulsified asphalt seal coat to the grooved, runway and paved shoulder surface, shielding all remaining pavement markings, prohibiting application of the seal coat on the marked surface.
- After cure, all removed markings (runway centerline and taxiway lead-in lines) will be reestablished in a two-coat pavement marking process.
- Markings that remain and are not coated will receive a single coat of marking paint.

The work is anticipated to occur in two distinct sequences with a short cure period in between:

Sequence 1:

- Obliterate specific markings.
- Runway grooving.
- Apply an emulsified asphalt seal coat, shielding most markings.
- Apply first coat of pavement markings.

Break in action between sequences to allow proper cure time for the first coat of markings. Preference is 20+ days.

Sequence 2:

- Apply second coat of pavement markings.

The Engineer's probable cost of construction at the time of bids was \$1,319,240. A total of six (6) bids were received, ranging from a low of \$722,250.00 to a high of \$1,119,770.00. The low bid appears to be in order and the County of Inyo is currently preparing a construction contract to the low bidder, American Road Maintenance, Inc.

SCOPE OF SERVICES: Construction & Completion Phases

Tartaglia Engineering is currently under contract with the County of Inyo for professional services within the Preliminary Engineering, Design, and Bidding Phases of this project. The scope of this second contract (or amendment to the initial contract), is the Construction and Completion Phases of this airport improvement project.

Services to be provided by Tartaglia Engineering may include, but not necessarily be limited to, the following:

Construction Phase

- A. Provide project management, communication, invoicing, and overall coordination of Tartaglia Engineering and associated subconsultants through the work of this phase.
- B. Schedule, chair, and take minutes at a Pre-Construction Conference:
 - Work to be accomplished in two Phases – about a month apart.
 - Airport safety and security. Badging and escort protocol. Gate / access means and methods.
 - The Construction Safety and Phasing Plan (CSPP).
 - Include general discussion about scope, phasing and sequencing, impacts to airfield operations.
 - Include a detailed discussion about mechanics of project completion.
 - Review contractor submittals, pay requests, RFI process, contractor provided schedules and the need for an approved base-line schedule.
 - Coordination of Quality Control and Quality Assurance, layout of the limits of pavement operations.
 - Establish day / time for weekly progress meetings.
- C. Construction contract management:
 - Active communication between all parties of interest including the County and contractor. Provide project updates and advance scheduling information in a format suitable for County dissemination to interested parties.
 - Support the County in securing DIR registration for the project and in assuring contractor responsibilities for DIR registration and upload of payroll statements.
 - Construction site environmental management.
 - Actively manage, respond to, and document through log record all Requests for Information (RFI's), and other contractor-initiated communication, along with official responses.
 - Material submittal review and processing.
 - Monitoring of contractor progress relative to the contract time for performance and contractor-provided, engineer-approved base line schedule.
 - Attendance at periodic construction progress meetings. Generate progressive meeting minutes.
 - Perform field engineering including interpretation of plans and specifications, as necessary, to confirm intent and eliminate any perceived ambiguity.
 - Manage issues during construction as they develop. Render opinion regarding contract obligation, additional work based on unforeseen conditions or circumstances, County-initiated modification or change, etc. Prepare and issue Requests for Proposals (RFP's),

receive and negotiate cost proposals, prepare Change Orders, and gain County and FAA approval of same.

- Review and approval of contractor periodic progress payments.
- Receive, document, and verify DBE levels of participation.
- Periodic review of the CSPP to confirm effectiveness. Modify if appropriate with revisions submitted to FAA for review and approval.
- Participate in Preliminary Final and Final Inspections. Prepare and distribute Punch List.
- Prepare final correspondence to the Airport for acceptance of work. Prepare and submit Notice of Project Final Acceptance.

D. Construction observation:

- Active inspection of all contractor operations.
- Field engineering and interpretation of plan and specification.
- Engaging dialog with the contractor through ‘look-ahead’ tailgate meetings:
 - Issues and opportunities.
 - Phasing and sequencing.
 - Lighting, delineation, and FOD check.
 - Perimeter security issues, and gate access protocol.
 - Identify expectations for performance.
- Daily inspection reports to include the following, at a minimum:
 - Day, date, and contract day.
 - Weather and working conditions (twice each shift).
 - Men and equipment.
 - Work accomplished.
 - Materials delivered.
 - Materials testing.
- Site inspection for compliance with CSPP. Provide input regarding any necessary modifications to the plan.
- Monitor contractor performance regarding site access, path of travel, escort, vehicle and equipment delineation, etc.
- Photo documentation of all activities.
- Review material certifications (weight tickets, material tags, etc., for compliance with approved submittals).
- Review contractor-prepared “As-Built” marked up drawings.
- Document contractor performance relative to construction site storm water management.
- Establish individual pay items quantities through field measurement or from material delivery tickets.
- Determine periodic pay and final pay quantities.
- Participate in preliminary and final inspections, with input to the Punch List.

E. Survey – Control:

- Provide control in the field for contractor use.
- Provide electronic file copy of plans and excel point data files for contractor use with supporting technical interface to assure correct datum, orientation, control, etc.
- Review contractor-provided survey cut sheets, layout documentation, and surface acceptance surveys: limits of pavement removal and pave back, and pavement markings.

- F. The following deliverables are due at the conclusion of the Construction Phase:
- Daily construction inspection reports.
 - Weekly Construction Progress and Inspection Reports (FAA Form 5370-1) with photos.

Completion Phase

- A. Provide project management, communication, invoicing, and overall coordination of Tartaglia Engineering and associated subconsultants through the work of this phase.
- B. Establish final pay quantities and final compensation to contractor. Prepare Balancing Change Order.
- C. Receive the contractor-prepared, marked-up as built plans. With RPR input, revise electronic file version of the project plans to reflect the completed project.
- D. Assure complete contractor vacation of the airport and yard, returning all security badges, removal of any contractor locks, removal of all excess materials and disposal facilities for solid and sanitary waste, etc.
- E. Confirm receipt of all close-out submittals.
- F. Prepare a Final Engineer's Report documenting the project from start to successful completion, including photo documentation and all materials testing results.
- G. Prepare a Construction Project Final Acceptance form (5100-129) and provide to the County for signature and processing to the FAA.
- H. Provide final accounting documentation for the contractor and professional support team. Provide documentation to County in support of either a grant amendment or de-obligation of unused grant funds.
- I. The following deliverables are due at the conclusion of the Completion Phase:
- Final Engineer's Report.
 - Project accounting, including final contractor pay quantities and balancing change order.
 - Project photos.
 - As-Built plans.
 - Material submittals.
 - Results of all payroll interviews.
 - Documentation regarding final pay to all DBE's.
 - Close-out submittals.
 - Tartaglia Engineering letter certifying the project as complete and in support of grant closure.

PROFESSIONAL REPRESENTATION / CONTROL

The work of this contract will be performed under the control, oversight, and at the direction of John A. Smith. Mr. Smith is a California registered civil engineer (RCE 46852). Mr. Smith will provide engineering stamp approvals for plans, specifications, and reports.

The survey control data for this project will be prepared by Matthew Cunningham, a California registered land surveyor (L 8120).

TIME FOR PERFORMANCE

Construction Phase:

Proposed improvements are to be constructed in two phases, with a total construction time allocation of 55 working days.

Within the Construction Phase, Tartaglia Engineering is prepared to serve this undertaking in-line with the County-provided construction schedule, commencing our work several weeks ahead of the Pre-Construction Conference, remaining engaged through both Phase 1 and 2, until all construction is complete and accepted.

Completion Phase:

Tartaglia Engineering will complete tasks included in the Completion Phase within 60 calendar-days of final construction acceptance, following Phase 2.

CONSULTING TEAM

Tartaglia Engineering staff will be performing the work of this contract.

ADDITIONAL SERVICES

While not currently anticipated, from time to time the need for additional services develops during the Construction Phase of improvement projects, either through minor project expansions, the identification of information or conditions previously not known, or through common sense association with the scope of project work related to phasing, controlled access, or economic advantage due to economic advantages of scale. Tartaglia Engineering is available to provide additional services as needed, at the request of the County. Additional services can be provided on a Time and Materials (T&M) basis, at rates identified on the Tartaglia Engineering Fee Schedule, or additional services can be procured through fee estimates based on County-prepared scope of work summaries.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND Tartaglia Engineering
FOR THE PROVISION OF Airport Engineering SERVICES**

TERM:

FROM: 11/5/2024 **TO:** 6/30/2026

SCHEDULE OF FEES:

Exhibit C
Hourly Rates of Compensation

Runway 12-30 Surface Treatment Project
August 26, 2024

The following hourly rates apply to this contract. Values indicated include direct salary / hourly compensation, overhead costs, and necessary tools, equipment, or technology necessary to perform work, unless otherwise identified.

Position	Hourly Rate
Principal-In-Charge.....	\$227.00
Licensed Land Surveyor	\$159.00
Registered Civil Engineer	\$165.00
Project Manager.....	\$141.00
Environmental Coordinator / CPESC	\$118.00
Engineer / Survey Technician III.....	\$127.00
Engineer / Survey Technician II	\$108.00
Engineer / Survey Technician I.....	\$84.00
Clerical.....	\$65.00
Professional Travel Time.....	\$98.00
Inspector: Day, Straight Time	\$154.00
Day, Overtime.....	\$180.00
Night, Straight Time	\$167.00
Night, Overtime.....	\$191.00
(Minimum night shift = 4 hours)	
Survey Party: One Man.....	\$223.00
Two Man	\$303.00

(Compensation to field surveyors performing construction staking and layout, and to construction inspectors, shall be in accordance with prevailing wage requirements.)

Direct expenses shall be reimbursed as follows:

Mileage	\$0.65 per mile
Per diem	\$195.00 per man-day
Reproduction, postage, express mail shipping, advertising.....	At Cost
Sub-consultant services.....	At Cost
Supplies including monuments and construction staking material.....	At Cost
Permit, plan check, and agency inspection fees.....	At Cost

Tartaglia Engineering DIR# 1000049201

Fee Schedule subject to change after May 31, 2025

		Prin. In Charge	Land Survey.	Prof. C. Eng.	Tech. III	Tech. II	Tech. I	Clerical	Survey 1-Man	Inspector ST	Inspector OT	Light Crew	Prof. Travel	Mileage	Per- Diem	Total
Task	Description	\$227.00	\$159.00	\$165.00	\$127.00	\$108.00	\$84.00	\$65.00	\$223.00	\$154.00	\$180.00	\$155.00	\$98.00	\$0.65	\$195.00	
	Construction Phase															
A	Management of team & work	4.0						6.0								\$1,298.00
B	Pre-Construction Conference	1.0		6.0									11.0	580.0	1.0	\$2,867.00
C	Construction management	8.0		30.0	8.0	12.0		6.0								\$9,468.00
D	Construction observation			22.0	12.0			11.0		320.0	30.0		110.0	5800.0	50.0	\$84,849.00
E	Survey control		4.0		8.0			2.0								\$1,782.00
	Supplies, Postage															\$236.00
	Sub-Total, Construction Phase															\$100,500.00
	Completion Phase															
A	Management of team & work	2.0						2.0								\$584.00
B	Final pay quantities			2.0	2.0											\$584.00
C	As-built plans	2.0		6.0	8.0	12.0										\$3,756.00
D-E	Project closeout	4.0		8.0									11.0	580.0	1.0	\$3,878.00
F-G	Final Report	2.0		16.0	12.0			2.0								\$4,748.00
H	Final documentation															\$0.00
	Supplies, Postage															\$750.00
	Sub-Total, Completion Phase															\$14,300.00
	Total: Construction and Completion Phase Services															\$114,800.00
1	Task items line up, one for one, with tasks identified in the Scope of Services portion of Exhibit A.															
2	The first 60 minutes and 60 miles from Tartaglia office to destination airport are at no cost to airport, both ways.															
3	It is 350 miles from Grover Beach to Bishop Airport. Tartaglia will charge 290 miles, one-way.															
4	It is a 6 hour, 30-minute drive from Grover Beach to Bishop Airport. Tartaglia will charge 5.5 hours, one-way.															
5	Tartaglia does not mark-up third party invoicing, printing, shipping, supplies, etc.															
6	The Construction Phase is identified as 55 working days. Tartaglia will be on-site the entire time work is taking place. We feel confident we can service this project according to the following:															
	Full time shifts: 35 @ 8 hours each		Overtime: 15 days @ 2 hours each day					Part time shifts: 10 @ 4 hours each day								
	Travel to / from: 10 trips over / back. Includes Pre-Con and Final Inspection															

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND Tartaglia Engineering**
FOR THE PROVISION OF Airport Engineering SERVICES

TERM:

FROM: 11/5/2024 **TO:** 6/30/2026

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

ATTACHMENT D

**AGREEMENT BETWEEN COUNTY OF INYO
AND Tartaglia Engineering**
FOR THE PROVISION OF Airport Engineering SERVICES

TERM:

FROM: 11/5/2024 **TO:** 6/30/2026

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

**AGREEMENT BETWEEN COUNTY OF INYO
AND Tartaglia Engineering
FOR THE PROVISION OF Airport Engineering SERVICES**

**CONTRACT PROVISION GUIDELINES FOR OBLIGATED SPONSORS AND
AIRPORT IMPROVEMENT PROGRAM PROJECTS**

SEE ATTACHED FEDERAL CONTRACT PROVISIONS



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Access to Records and Reports

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

Breach of Contract Terms

Any violation or breach of terms of this contract on the part of the Consultant or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

Civil Rights – General Provisions

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.



Civil Rights: Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, *et seq.*).



Civil Rights: Consultant Compliance with Nondiscrimination Requirements

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such



provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Clean Air and Water Pollution Control

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed \$150,000.

Contract Workhours and Safety Standards Act Requirements

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the



same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

Copeland “Anti-Kickback” Act

Contractor must comply with the requirements of the Copeland “Anti-Kickback” Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

Davis-Bacon Requirements

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer’s payroll records accurately set forth the



time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act



have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding. The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is



responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

4. Apprentices and Trainees.



(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid



not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR §§ 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR § 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR § 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).



- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC § 1001.

Debarment and Suspension

CERTIFICATION OF OFFEROR / BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must confirm each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

Disadvantaged Business Enterprise

(49 CFR § 26.13) The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;



- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29) The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from [Name of recipient]. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of Inyo County. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f); acceptable/sample text provided) –

The prime contractor must not terminate a DBE subcontractor listed in response to the Request for Proposal or Request for Qualification (or an approved substitute DBE firm) without prior written consent of Inyo County. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent Inyo County. Unless Inyo County consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

Inyo County may provide such written consent only if Inyo County agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to Inyo County its request to terminate and/or substitute a DBE the prime contractor must give notice in writing to the DBE subcontractor, with a copy to Inyo County, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise Inyo County and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why Inyo County should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), Inyo County may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.



Distracted Driving: Text When Driving

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not



apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.



Federal Fair Labor Standards Act (Federal Minimum Wage)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from requirement directly with the U.S. Department of Labor – Wage and Hour Division.

Professional Services – 29 CFR § 213 exempts employees in a bona fide executive, administrative or professional capacity. Because professional firms employ individuals that are not covered by this exemption, the Sponsor's agreement with a professional services firm must include the FLSA provision

Certification Regarding Lobbying

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any 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 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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.



Prohibition of Segregated Facilities

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

Occupational Safety and Health Act of 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

Rights to Inventions

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.



Seismic Safety

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

Certification of offeror / Bidder Regarding Tax Delinquency and Felony Convictions

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is (☒) is not (☐) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is (☒) is not (☐) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government’s interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency’s SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.



Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Termination for Convenience (Professional Services)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Termination for Cause (Professional Services)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) **Termination by Owner:** The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:
1. Perform the services within the time specified in this contract or by Owner approved extension;
 2. Make adequate progress so as to endanger satisfactory performance of the Project; or
 3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs,



estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant:** The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Trade Restriction Certification

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and



- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

Veteran's Preference

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.



Certification Regarding Domestic Preferences for Procurements

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.



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

November 5, 2024

Reference ID:
2024-817

Purchase of Full-Size 4x4 Seven-Passenger Vehicle

County Administrator

ACTION REQUIRED

ITEM SUBMITTED BY

Miquela Beall

ITEM PRESENTED BY

Miquela Beall

RECOMMENDED ACTION:

- A) Declare Jim Charlon Ford of Ridgecrest, CA a sole-source provider of a full-size 4x4 seven-passenger vehicle; and
- B) Authorize the issuance of a purchase order in an amount not to exceed \$76,239.84.

BACKGROUND / SUMMARY / JUSTIFICATION:

The County fleet is made up of primarily leased vehicles through Enterprise Fleet Management. The exceptions to leases are law enforcement vehicles, specialty vehicles, and vehicles that are being funded through a grant for purchase only (not use cost or fees). Law enforcement vehicles and specialty vehicles must be factory ordered through a vendor/broker and in these cases we utilize piggy-back purchasing agreements to ensure the best price. The vehicle that we are requesting to purchase through this sole source is a single civilian SUV through a grant. In these cases, factory-ordering a vehicle does not usually save the County a significant amount of funds. Also, often times in these cases, especially over the past few years, single vehicle orders are more likely to be canceled by the manufacturer as they focus their resources on filling the larger orders first. For all of these reasons, it is best to purchase this vehicle out of existing dealer stock.

Motor Pool is requesting to purchase from Jim Charlon Ford through sole source instead of formal RFP process due to lack of competition in this region. The local dealership does not make an SUV large enough to fit the required needs. Jim Charlon Ford is the next nearest dealership and the closest dealership to that can provide a full size SUV with ample storage space. The nearest dealership after Jim Charlon Ford is over 150 miles from the County seat. The difference in location is also an important consideration with respect to maintaining the vehicle. Jim Charlon Ford is still the closest dealership that can perform recall and warranty work on the vehicle.

FISCAL IMPACT:

Funding Source	Grant Funded	Budget Unit	045200
Budgeted?	Yes	Object Code	5655
Recurrence	One-Time Expenditure	Sole Source?	Yes

If Sole Source, provide justification below

Jim Charlon Ford is actually the only vendor that is close and there is a lack of competition.

Current Fiscal Year Impact

Up to \$76,239.84 for the current fiscal year.

Future Fiscal Year Impacts

N/A

Additional Information

This is a grant funded and the purchase will be reimbursed.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve this request, but that is not recommended. If the sole source request is not approved, time and resources would be wasted writing and issuing a Request for Proposals for which Jim Charlon is the only vendor that would meet the qualifications. In that time, a suitable vehicle may no longer be available.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

High Quality Services | High-Quality County Government Services

APPROVALS:

Miquela Beall	Created/Initiated - 10/21/2024
Darcy Ellis	Approved - 10/22/2024
Denelle Carrington	Approved - 10/22/2024
John Vallejo	Approved - 10/22/2024
Amy Shepherd	Approved - 10/22/2024
Nate Greenberg	Final Approval - 10/26/2024

ATTACHMENTS:

1. Sole Source Form
2. Quote



County of Inyo

Sole Source Authorization Form

Vendor: Jim Charlon Ford

Date: 10/09/2024

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.

☒ 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
<input checked="" 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.
	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:

<u>Denelle Carrington</u> <small>Denelle Carrington (Oct 10, 2024 14:51 PDT)</small>
Department Head Signature

Sole Source Approval
<u>Denelle Carrington</u> <small>Denelle Carrington (Oct 10, 2024 14:51 PDT)</small>
Purchasing Agent Signature
<u>Grace Weitz</u> <small>Grace Weitz (Oct 10, 2024 15:21 PDT)</small>
County Counsel Signature
<u>Amy Shepherd</u>
Auditor-Controller Signature

BUYER		CO-BUYER		Deal #:	
Work #: Email:		Salesperson:		Deal Type: Retail	
				Deal Date: 10/07/2024	
				Print Time: 01:54pm	
VEHICLE					
New	<input checked="" type="checkbox"/>	Stock #:	Description:	VIN:	Mileage:
Used	<input type="checkbox"/>		2024 Expedition		
Demo	<input type="checkbox"/>				
TRADE					
AFTERMARKETS					
Total Aftermarkets: \$ 0.00			Sale Price: \$ 69,900.00		
			Total Financed Aftermarkets: \$ 0.00		
			Total Trade Allowance: \$ 0.00		
			Trade Difference: \$ 69,900.00		
			Doc Fee: \$ 85.00		
			State & Local Taxes: \$ 5,423.84		
			Total License and Fees: \$ 831.00		
			Total Cash Price: \$ 76,239.84		
			Total Trade Payoff: \$ 0.00		
			Delivered Price: \$ 76,239.84		
Cash Down Payment + Deposit: \$ 0.00					
Sub Total: \$ 76,239.84					
Service Agreement: \$ 0.00					
Maintenance Agreement: \$ 0.00					
GAP Insurance: \$ 0.00					
Credit Life, Accident & Health: \$ 0.00					
Other: \$ 0.00					
Amount Financed: \$ 76,239.84					
Amount Financed: \$ 76,239.84					



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

November 5, 2024

Reference ID:
2024-809

Budget Amendment and Amendment No. 1 to the Contract between the County of Inyo and Meyer Land Surveying of Oak Hills, CA Public Works ACTION REQUIRED

ITEM SUBMITTED BY

Travis Dean, Engineering Assistant

ITEM PRESENTED BY

Michael Errante, Public Works Director

RECOMMENDED ACTION:

- A) Amend the Fiscal Year 2024-2025 Public Works Budget 011500 as follows: increase appropriation in Professional Services, Object Code 5265, by \$55,692.00 (*4/5ths vote required*);
- B) Amend the Fiscal Year 2024-2025 Maintenance Building & Grounds Budget 011100 as follows: decrease appropriation in Salaried Employees, Object Code 5001, by \$55,692.00 (*4/5ths vote required*); and
- C) Approve Amendment No. 1 to the contract between the County of Inyo and Meyer Land Surveying of Oak Hills, CA, increasing the contract to an amount not to exceed \$175,692.00 and extending the term end date from December 31, 2024 to June 30, 2026, and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

At the December 21, 2024 Board meeting, the Board approved the Contract between Inyo County and Meyer Land Surveying for County Surveyor services. Since that time, Meyer Land Surveying has provided said services with a high quality of expertise and experience. This amendment would allow Public Works to retain their services as the County Surveyor, and amend the budget to pay for said services.

Unfortunately, the funds for this amendment were not included in this fiscal year's budget, as this is the first time extending a contract for a consultant to provide County Surveyor services. In order to cover this budgetary shortfall, Public Works is reducing the overall expenditures in the Maintenance Building & Grounds Budget and increasing the expenditures in the Public Works Budget, which results in no change to the General Fund as a whole, as both of these budgets sit in the General Fund. Additional review of both budgets will occur during the Mid-Year Financial Review.

California Government Code section 27550, et seq., states:

"The surveyor shall be a person authorized to practice land surveying in this state. The surveyor shall be elected in the same manner and for the same term as other county officers unless the board of supervisors of the county shall have provided by ordinance for his or her appointment by the board. If so appointed, the surveyor shall serve at the will of the board."

Inyo County Code states:

"2.20.010 Appointment—Qualification.

A. Pursuant to Title 3, Division 2, Part 3, Chapter 11, Article 1 of the Government Code of the state, the county board of supervisors provides for the appointment of a county surveyor. The power of appointment, with its attendant procedure, shall be in lieu of the election procedure for county surveyor.

B. The surveyor shall be appointed by majority vote of the county board of supervisors, and upon such appointment the surveyor shall serve at the will of the board.

C. The surveyor shall be a licensed land surveyor or registered civil engineer of the state. (Ord. 186, 1970.)"

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	011500/011100
Budgeted?	Yes, with this budget amendment	Object Code	5265/5001
Recurrence	Ongoing Expenditure	Sole Source	No

If Sole Source, provide justification below

Current Fiscal Year Impact

Up to \$74,133 for the period between November 5, 2024, and June 30, 2025. This \$74,133 includes the budget amendment as well as the current remaining contractual balance in the amount of \$18,441. Reductions in the Maintenance Building & Grounds will be further reviewed during the Mid-Year Financial Review process.

Future Fiscal Year Impacts

It depends on the remaining contract after June 30, 2025.

Additional Information

There is sufficient salary savings to cover this budget amendment due to multiple vacancies in Building & Maintenance staffing.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve the amendment to the contract, but this is not recommended as the County would not have a County Surveyor.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Community Supporting Infrastructure Improvements

Economic Enhancement | Local Businesses, Organizations, and Workforce

High Quality Services | High-Quality County Government Services

High Quality Services | Improved Access to Government

APPROVALS:

Travis Dean	Created/Initiated - 10/23/2024
Darcy Ellis	Approved - 10/23/2024
Travis Dean	Approved - 10/23/2024
Breanne Nelums	Approved - 10/23/2024
Denelle Carrington	Approved - 10/25/2024
Keri Oney	Approved - 10/25/2024
Grace Chuchla	Approved - 10/28/2024
John Vallejo	Approved - 10/28/2024
Amy Shepherd	Approved - 10/29/2024

Michael Errante
Nate Greenberg

Approved - 10/29/2024
Final Approval - 10/29/2024

ATTACHMENTS:

1. Meyer Land Surveying Contract Budget Amendment 12.21.21
2. Contract Amendment No. 1

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 21st day of December 2021 an order was duly made and entered as follows:

*Public Works –
Meyer Land
Surveying Contract
& Budget
Amendment*

Moved by Supervisor Totheroh and seconded by Supervisor Roeser to:

- A) Amend the Fiscal Year 2021-2022 Public Works Budget 011500 as follows: increase appropriation in Professional Services, Object Code 5265, by \$120,000 (*4/5ths vote required*);
- B) Amend the Fiscal Year 2021-2022 General Fund Contingencies Budget #087100 as follows: decrease appropriation in Contingencies, Object Code 5901, by \$120,000 (*4/5ths vote required*);
- C) Approve the Contract between the County of Inyo and Meyer Land Surveying of Oak Hills, CA, for on-call County Surveyor Services in an amount not to exceed \$120,000 for the period of January 1, 2022 through December 31, 2024; and
- D) Authorize the chairperson to sign the contract, contingent upon obtaining appropriate signatures.

Motion carried unanimously 4-0, with Supervisor Kingsley absent.

WITNESS my hand and the seal of said Board this 21st
Day of December, 2021



LESLIE L. CHAPMAN
Clerk of the Board of Supervisors

Leslie L. Chapman

By: _____

Routing
CC Purchasing Personnel Auditor CAO Other: Public Works DATE: January 5, 2022



County of Inyo



Public Works

DEPARTMENTAL - ACTION REQUIRED

MEETING: December 21, 2021

FROM: Travis Dean

SUBJECT: Approval of Budget Amendment and the contract for on-call County Surveyor Services with Meyer Land Surveying of Oak Hills, CA

RECOMMENDED ACTION:

Request Board:

- A) Amend the Fiscal Year 2021-2022 Public Works Budget 011500 as follows: increase appropriation in Professional Services, Object Code 5265, by \$120,000 *(4/5ths vote required)*;
- B) Amend the Fiscal Year 2021-2022 General Fund Contingencies Budget #087100 as follows: decrease appropriation in Contingencies, Object Code 5901, by \$120,000 *(4/5ths vote required)*;
- C) Approve the Contract between the County of Inyo and Meyer Land Surveying of Oak Hills, CA, for on-call County Surveyor Services in an amount not to exceed \$120,000 for the period of January 1, 2022 through December 31, 2024; and
- D) Authorize the chairperson to sign the contract, contingent upon obtaining appropriate signatures.

SUMMARY/JUSTIFICATION:

Since the passing of Clint Quilter, Inyo County has been without a County Surveyor. In September, Inyo County put out a Request for Qualifications (RFQ) to hire a consultant to be the acting County Surveyor. We received two (2) responses, one from Lumos and Associates of Zephyr Cove, NV. and one from Meyer Land Surveying of Oak Hills, CA. Public Works had three (3) employees score the submissions, and all three (3) employees scored Meyer Land Surveying as the most qualified.

California Government Code section 27550, et seq., states;

The surveyor shall be a person authorized to practice land surveying in this state. The surveyor shall be elected in the same manner and for the same term as other county officers unless the board of supervisors of the county shall have provided by ordinance for his or her appointment by the board. If so appointed, the surveyor shall serve at the will of the board.

Inyo County Code states:

2.20.010 Appointment—Qualification.

A. Pursuant to Title 3, Division 2, Part 3, Chapter 11, Article 1 of the Government Code of the state, the county board of supervisors provides for the appointment of a county surveyor. The power of appointment, with its attendant procedure, shall be in lieu of the election procedure for county surveyor.

B. The surveyor shall be appointed by majority vote of the county board of supervisors, and upon such

appointment the surveyor shall serve at the will of the board.

C. The surveyor shall be a licensed land surveyor or registered civil engineer of the state. (Ord. 186, 1970.)

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve the contract, but this is not recommended as the County would not have a County Surveyor.

OTHER AGENCY INVOLVEMENT:

FINANCING:

Funded in Public Works 011500, Professional Services 5265. There are sufficient funds in the General Fund Contingencies Budget to facilitate these Budget Amendments.

ATTACHMENTS:

1. Meyer Land Surveying Contract
2. Rate Sheet - 2021-2022

APPROVALS:

Travis Dean	Created/Initiated - 12/9/2021
Darcy Ellis	Approved - 12/9/2021
Travis Dean	Approved - 12/9/2021
Denelle Carrington	Approved - 12/9/2021
Breanne Nelums	Approved - 12/9/2021
John Vallejo	Approved - 12/9/2021
Amy Shepherd	Approved - 12/13/2021
Michael Errante	Final Approval - 12/13/2021

**AGREEMENT BETWEEN COUNTY OF INYO
AND MEYER LAND SURVEYING
FOR THE PROVISION OF COUNTY SURVEYOR SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the County Surveyor services of Meyer Land Surveying (hereinafter referred to as "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 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 Agreement will be made by the Public Works Director. Requests to the 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 Consultant by the County under this Agreement. County by this Agreement 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 Agreement.

Services and work provided by the 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. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

2. TERM.

The term of this Agreement shall be from 1/1/22 to 12/31/24 unless sooner terminated as provided below. In addition, County shall have two options to extend the Agreement for additional one-year periods as follows:

- A. From N/A through N/A
- B. From N/A through N/A

County shall exercise such options by giving written notice to Contractor at least thirty (30) days before the expiration of the Agreement, or an extension thereof.

The notice shall specify the period of the options being exercised. The option to extend shall be upon the same terms and conditions stated in this Agreement.

3. CONSIDERATION.

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

B. Travel and per diem. County shall reimburse Consultant for the travel expenses and per diem which Consultant incurs in providing services and work requested by County under this Agreement. Consultant shall request approval by the County prior to incurring any travel or per diem expenses. Requests

by Consultant for approval to incur travel and per diem expenses shall be submitted to the Public Works Director. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to 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 Consultant without the prior approval of the County.

C. No additional consideration. Except as expressly provided in this Agreement, 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, 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 \$ 120,000.00 (initial term) \$ N/A (option 1) and \$ N/A (option 2) for a total of \$ 120,000.00 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Consultant shall submit to the County, once a month, an itemized statement of all hours spent by 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. Consultant's statement to the County will also include an itemization of any travel or per diem expenses, which have been approved in advance by County, incurred by Consultant during that period. The itemized statement for travel expenses and per diem will include receipts for lodging, meals, and other incidental expenses in accordance with the County's accounting procedures and rules. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Consultant on the last day of the month.

F. Federal and State taxes.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to 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 Consultant's when it is anticipated that total annual payments to 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 Consultant under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.

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

4. WORK SCHEDULE.

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 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 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 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 Agreement or as otherwise may be required. Further, during the term of this Agreement, 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 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 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. 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>.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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 Agreement. 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.

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 Consultant by County pursuant to this Agreement are, and at the termination of this Agreement 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 Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Consultant will convey possession and title to all such properties to County.

8. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES.

For the duration of this Agreement 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 CONSULTANT.

All acts of Consultant, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent Consultant's, and not as agents, officers, or employees of County. 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, 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 Agreement 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 Agreement.

B. 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 Consultant in fulfillment of this Agreement.

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

10. DEFENSE AND INDEMNIFICATION.

Design Professional/Consultant agrees to indemnify, including the cost to defend, entity 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 Design Professional/Consultant and its employees or agents in the performance of 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; and does not apply to any passive negligence of the County unless caused at least in part by the Design Professional/Consultant.

11. RECORDS AND AUDIT.

A. Records. Consultant shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, ordinances, regulations, and directions. Consultant shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. 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 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 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, 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. 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. 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 Consultant thirty (30) days written notice of such intent to cancel. 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 Consultant. County has relied upon the skills, knowledge, experience, and training of Consultant as an inducement to enter into this Agreement. Consultant shall not assign or subcontract this Agreement, 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 Agreement without the prior written consent of County.

15. 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 Agreement 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.

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.

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

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.

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, 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, 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 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 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
P.O. Drawer Q	Address
Independence, CA 93526	City and State

Consultant:

_____	Name
_____	Address
_____	City and State

24. ENTIRE AGREEMENT.

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


///

////

**AGREEMENT BETWEEN COUNTY OF INYO
AND MEYER LAND SURVEYING
FOR THE PROVISION OF COUNTY SURVEYOR SERVICES**


IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
7th DAY OF February, 2022.

COUNTY OF INYO

By: 
Signature
Dan Tothoroh
Print or Type Name

Dated: 02/07/2022

CONSULTANT

By: 
Signature
DANIEL MEYER
Print or Type Name

Dated: 1/4/2021

APPROVED AS TO FORM AND LEGALITY:


County Counsel


APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:


Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:


County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND MEYER LAND SURVEYING
FOR THE PROVISION OF COUNTY SURVEYOR SERVICES**

TERM:

FROM: 1/1/22 **TO:** 12/31/24

SCOPE OF WORK:

Performance of County Surveyor functions shall be in general conformance with applicable provisions of the Subdivision Map Act, the Professional Engineers and Land Surveyors Act, and the Inyo County Code. Project work shall include, but may not be limited to the following tasks:

- A. Provide technical review, comment and coordination with County Staff, applicant, and applicant's surveyor for the completion, approval and recordation (where applicable) of final tract maps, parcel maps, records of surveys, legal descriptions, corner records, certificates of compliance, lot line adjustments, official maps and similar land development documents. Provide signature on approval certificate of completed maps.
- B. Perform research and calculations that may be necessary for processing and approval of a given project.
- C. Provide technical review and comment on maps, plats, exhibits, figures, calculations, tables, charts, reports, legal descriptions and other documents submitted by applicant in support of approval for a given project. Correspond with applicant for submittal of any outstanding documentation or revision required to existing documents as necessary for project approval.
- D. Coordinate project work with the Inyo County Public Works Department and, where necessary, other departments.
 - i) This may include attendance at meetings with County staff, applicants, surveyors, or meetings from time to time.
 - ii) To the extent possible, allowing for project priorities and staff availability, Inyo County Public Works staff will provide initial technical review and comment to applicant.
 - iii) County staff shall be responsible for developing map conditions for tentative maps, but may request input from the County Surveyor. County staff shall be responsible for processing final tract and parcel maps to a near-complete level; the County Surveyor shall provide final review and approval.
 - iv) Copies of direct correspondence with applicant shall be forwarded to Public Works. Copies of direct correspondence with applicant's surveyor shall be forwarded to both Public Works and applicant.
- E. The County shall retain and maintain all permanent records. Work products shall be processed through the Public Works office. Map numbering and indexing shall be assigned and processed by the County.
- F. If necessary, coordinate modification to map-check procedures with Public Works staff.
- G. When requested by County, perform County Surveyor functions as set forth in Government Code sections 27550-27564, et seq.
- H. Tasks performed shall follow generally-accepted practices for the industry and shall meet the minimum requirements and guidelines established by the Professional Engineers and Land Surveyors Act.

ATTACHMENT B
AGREEMENT BETWEEN COUNTY OF INYO
AND MEYER LAND SURVEYING
FOR THE PROVISION OF COUNTY SURVEYOR SERVICES

TERM:

FROM: 1/1/22 **TO:** 12/31/24

SCHEDULE OF FEES:

	Regular	Overtime
Admin	\$67/hr.	\$100/hr.
Survey Crew	\$285/hr.	\$388/hr.
Project Surveyor (crew management)	\$150/hr.	\$205/hr.
PLS (map review, signatures, and stamp docs.)	\$165/hr.	\$235/hr.
Surveyor Assistant (office calcs, drafting, etc.)	\$125/hr.	\$195/hr.
Mapping/Checking Jr.	\$150/hr.	\$220/hr.
Survey Data Processor	\$165/hr.	\$235/hr.
GIS Analyst	\$145/hr.	\$195/hr.
Drone Pilot	\$165/hr.	\$235/hr.
Drone Pilot (crew)	\$285/hr.	\$388/hr.
Drone Processor	\$150/hr.	\$220/hr.
GPR (crew)	\$285/hr.	\$388/hr.
GPR Processor	\$150/hr.	\$220/hr.
Underground utility locating (Separate from GPR)	\$225/hr.	\$328/hr.

All Rates increase on July 1, 2022 approximately 6.7%

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND MEYER LAND SURVEYING
FOR THE PROVISION OF COUNTY SURVEYOR SERVICES**

TERM:

FROM: 1/1/22 **TO:** 12/31/24

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

For jobs that require travel, the County shall reimburse Contractor's mileage expenses at the IRS standard mileage rate in effect at the time of travel. Mileage shall be calculated from the Contractor's office to the jobsite.

For jobs that require overnight travel, the County shall reimburse Contractor as follows:

- Mileage driven shall be reimbursed per the IRS standard mileage rate in effect at the time of travel. Mileage shall be calculated from the Contractor's office to the jobsite.
- Hotels / overnight accommodations shall be reimbursed at actual cost to the contractor.
- County shall pay contractor a per diem of \$50 per employee, per day for each employee who travels.

Contractor is not required to obtain pre-approval from the County before incurring mileage expenses. Contractor is required to obtain pre-approval from the County before incurring all other travel expenses.

ATTACHMENT D

**AGREEMENT BETWEEN COUNTY OF INYO
AND MEYER LAND SURVEYING
FOR THE PROVISION OF COUNTY SURVEYOR SERVICES**

TERM:

FROM: 1/1/22 **TO:** 12/31/24

SEE ATTACHED INSURANCE PROVISIONS

Attachment D : Insurance Requirements for PW 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): ISO Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. The CGL policy shall contain, or be endorsed to contain, additional insured status as specified as follows.

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

Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8), and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage. May be waived with signed letter on Contractor’s letterhead certifying that no vehicle or mobile equipment will be used in the execution of the agreement.

Workers’ Compensation: as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. May be waived with signed letter on Contractor’s letterhead certifying that Contractor has no employees.

Professional Liability: Insurance as appropriate to the Contractor’s profession (errors and omissions, medical malpractice, etc.), with limit no less than \$1,000,000 per occurrence or claim, \$3,000,000 aggregate. Professional liability insurance coverage is normally required if Contractor is providing a professional service regulated by the state; however, other professional contractors, such a computer software designers and claims administration providers, should also have professional liability. Check with Risk Management if professional liability coverage is required.

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

Attachment 1: Insurance Requirements for PW Professional Services

OTHER INSURANCE PROVISIONS

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

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

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

Waiver of Subrogation

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

Self-Insured Retentions

Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County.

Acceptability of Insurers

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

Claims Made Policies (should be applicable only to professional liability)

If any of the required policies provide coverage on a claims-made basis:

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

Verification of Coverage

Contractor shall furnish Inyo County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting

Attachment 1: Insurance Requirements for PW Professional Services

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 submit the required documents to Inyo County prior to beginning work shall not waive the Contractor's obligation to provide the documents or to have the coverage described. 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-



CONSTRUCTION | MAPPING | GIS | SCANNING | 3D MODELING

2021-2022 RATES

	<u>Regular</u>	<u>Overtime</u>
Admin	\$67/hr.	\$100/hr.
Survey Crew	\$285/hr.	\$388/hr.
Project Surveyor (crew management).....	\$150/hr.	\$205/hr.
PLS (map review, signatures, and stamp docs.).....	\$165/hr.	\$235/hr.
Surveyor Assistant (office calcs, drafting, etc.).....	\$125/hr.	\$195/hr.
Mapping/Checking Jr.	\$150/hr.	\$220/hr.
Survey Data Processor	\$165/hr.	\$235/hr.
GIS Analyst	\$145/hr.	\$195/hr.
Drone Pilot	\$165/hr.	\$235/hr.
Drone Pilot (crew)	\$285/hr.	\$388/hr.
Drone Processor	\$150/hr.	\$220/hr.
GPR (crew)	\$285/hr.	\$388/hr.
GPR Processor	\$150/hr.	\$220/hr.
Underground utility locating (Separate from GPR)	\$225/hr.	\$328/hr.

All Rates increase on July 1, 2022 approximately 6.7%
Travel and Per diem TBD Job by Job as needed.

AMENDMENT NO. 1
To
Agreement Between COUNTY OF INYO and
Meyer Land Surveying
For
County Surveyor Services

WHEREAS, the County of Inyo (hereinafter referred to as “County”) and Meyer Land Surveying of Oak Hills, California (hereinafter referred to as “Consultant”), have entered into an Agreement for the provision of County Surveyor services dated February 7, 2022, on County of Inyo Standard Contract No. 156, for the term from January 1, 2022 to December 31, 2024. That Standard Contract was assigned to Meyer Land Surveying effective January 1, 2022. Meyer Land Surveying 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. Amend Paragraph 2 – “Term” to change the end date of the contract from December 31, 2024, to June 30, 2026.
2. Amend Paragraph 3(D) – “Consideration” to increase the not to exceed amount of the contract to \$175,692.00.
3. Amend Attachment B – “Schedule of Fees” to reflect the updated hourly rates in the attached rate sheet.

The effective date of this amendment to the Agreement is 12/31/2024.

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

AMENDMENT NO. 1
To
Agreement Between COUNTY OF INYO and
Meyer Land Surveying
For
County Surveyor Services


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

COUNTY OF INYO

By: _____


Dated: _____

CONSULTANT

By:  _____
Daniel Meyer (Oct 21, 2024 15:30 MDT)


Dated: _____

APPROVED AS TO FORM AND
LEGALITY:


Grace Weitz (Oct 21, 2024 16:03 PDT)

County Counsel

APPROVED AS TO ACCOUNTING
FORM:


Christie Martindale (Oct 21, 2024 16:54 PDT)

County Auditor



CONSTRUCTION | MAPPING | GIS | SCANNING | 3D MODELING

2024-2025 RATES

	<u>Regular</u>	<u>Overtime</u>
Admin	\$100/hr.	\$115/hr.
*Survey Crew	\$425/hr.	\$555/hr.
Project Surveyor (crew management)	\$175/hr.	\$265/hr.
PLS (map review, signatures, and stamp docs.).....	\$210/hr.	\$315/hr.
Surveyor Assistant (office calcs, drafting, etc.).....	\$130/hr.	\$195/hr.
Mapping/Checking Jr.	\$165/hr.	\$245/hr.
Survey Data Processor	\$195/hr.	\$290/hr.
GIS Analyst	\$155/hr.	\$230/hr.
Drone Pilot	\$175/hr.	\$260/hr.
*Drone Pilot (crew)	\$415/hr.	\$555/hr.
Drone Processor	\$175/hr.	\$260/hr.
*GPR (crew)	\$330/hr.	\$495/hr.
*GPR (one-man)	\$245/hr.	\$370/hr.
GPR Processor	\$175/hr.	\$260/hr.
*Underground utility locating	\$250/hr.	\$375/hr.
<i>(Separate from GPR)</i>		

All Rates increase on July 1, 2025, and are approximately 2% over current CPI.

Travel and Per diem TBD Job by Job as needed.

*For management, 17% added to total cost of survey crew



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

November 5, 2024

Reference ID:
2024-795

2023 Inyo County Crop and Livestock Report Agricultural Commissioner NO ACTION REQUIRED

ITEM SUBMITTED BY

Nathan Reade, Ag Commissioner

ITEM PRESENTED BY

Nathan Reade, Ag Commissioner

RECOMMENDED ACTION:

Receive presentation on the 2023 Inyo County Crop and Livestock Report.

BACKGROUND / SUMMARY / JUSTIFICATION:

This will be a general review of the 2023 Annual Crop and Livestock Report, which is submitted in accordance with Section 2279 of the California Food and Agriculture Code. Agriculture continues to be a solid industry that is an integral part of Inyo and Mono counties' economies.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board may decline to receive the review.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Economic Enhancement | Local Businesses, Organizations, and Workforce
High Quality Services | High-Quality County Government Services

APPROVALS:

Nathan Reade
Darcy Ellis
Nathan Reade
Nate Greenberg

Created/Initiated - 10/23/2024
Approved - 10/23/2024
Approved - 10/25/2024
Final Approval - 10/26/2024

ATTACHMENTS:

1. Crop Report 2023

2023

Inyo and Mono Counties Crop and Livestock Report



Counties of Inyo and Mono Agricultural Commissioner's Office
1360 N Main Street, Bishop, CA 93514

Counties of Inyo and Mono Agricultural Commissioner's Office 2023 Crop and Livestock Report

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DEPARTMENT STAFF

Agricultural Commissioner/Director of Weights & Measures

[Nathan Reade](#)

Supervising Agricultural Biologist

[Carl Olsen](#)

Ag/Weights & Measures/Cannabis Inspector

[David Miller](#)

Office Technician

[Janice Jackson](#)

Lead Field Technician

[Robert Miller](#)

Field Technician

[Sean Fekete](#)

Field Assistants

[Gene Dondero](#)

[William French](#)

[Roger Tucker](#)

[Robert Van Velzer](#)





COUNTIES OF INYO AND MONO



AGRICULTURE • WEIGHTS & MEASURES • OWENS VALLEY MOSQUITO ABATEMENT PROGRAM • EASTERN SIERRA WEED MANAGEMENT AREA
MAMMOTH LAKES MOSQUITO ABATEMENT DISTRICT • INYO COUNTY COMMERCIAL CANNABIS PERMIT OFFICE

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

Julie Henderson, *Director*
California Department of Pesticide Regulation

The Honorable Board of Supervisors,
County of Inyo

Matt Kingsley, *Chair*

The Honorable Board of Supervisors,
County of Mono

John Peters, *Chair*

Trina Orrill

Scott Marcellin

Jennifer Kreitz

Bob Gardner

Jennifer Roeser

Jeff Griffiths

Linda Salcido

Rhonda Duggan

I am pleased to present the 2023 Inyo and Mono Counties' Annual Crop and Livestock Report. This report is prepared pursuant to California Food and Agriculture Code 2279, and is a statistical compilation of agriculture production in Inyo and Mono Counties. These values reflect gross agricultural production within the two counties, and do not represent net profit or loss.

The gross combined agricultural production values for Inyo and Mono Counties in 2023 totaled \$61,101,000, representing a decrease of 5.8% from 2022 production values. Increases in pricing for production inputs such as fuel and fertilizer continued to weight on production. Decreases in pricing, particularly in the field crop categories, further strained our local producers.

Although alfalfa and other hay production was up in both counties, very significant decreases in pricing led to a year-over-year decrease in production value. Responses that we received from industry on grain hay varied quite a bit. Rangeland production remained static which is expected since much of the rangeland is federal leases, but pasture production did increase due to high runoff and water-spreading activities.

Cattle production decreased fairly significantly in both counties as reported, but pricing was up, helping this segment post growth over 2022. It is important to note that this increase does not indicate a commensurate increase in profits. Sheep pricing followed a similar path, with lower production and higher pricing showing so increase in production value over 2022. All other commodities saw an increase due primarily to higher pricing, with the exception of apiary which was flat year-over-year, and timber products which declined 37%.

I would like to thank our local producers for their help in providing data for this report. Without their voluntary input and contributions this report would be much less accurate.

Sincerely,

Nathan D. Reade
Agricultural Commissioner

Counties of Inyo and Mono Agricultural Commissioner's Office

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

Human Safety and Environmental Protection

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

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

Consumer Protection and Product Quality

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

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

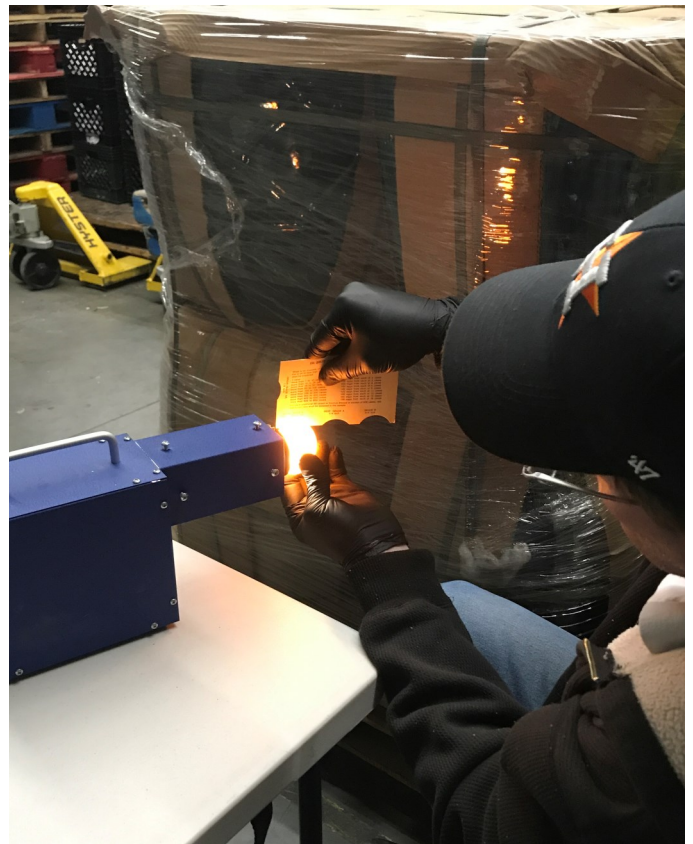
Special Agricultural Services

The Agriculture Department also provides other mandated services, including:

- Apiary Inspection
- Crop Statistics
- Sustainable Agriculture

Administrative and Education Outreach

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



Invasive Plant Management

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

Weights and Measures

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

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

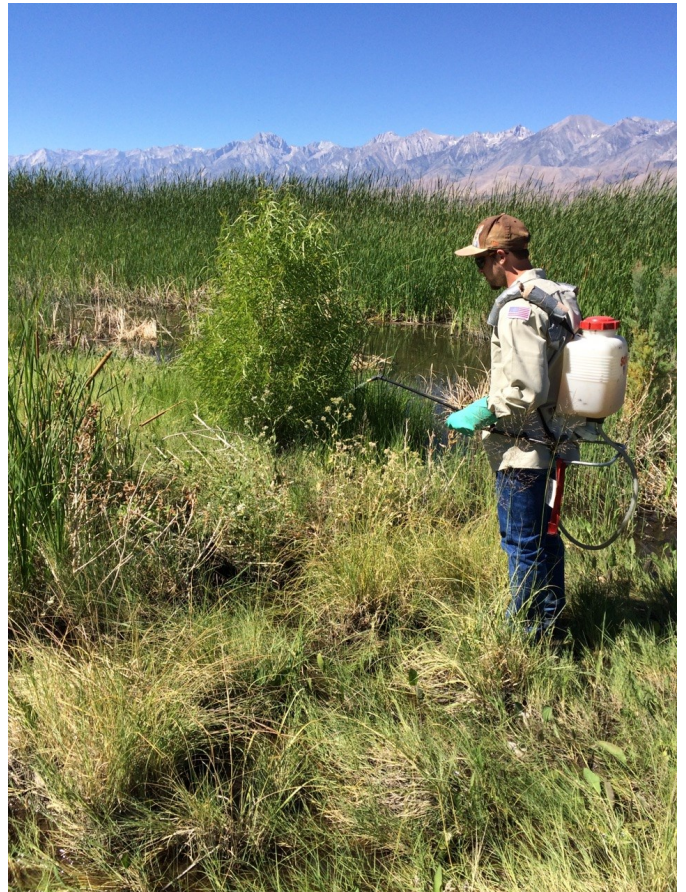
See page 15 for more information on this division.

Mosquito Abatement

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

Inyo County Commercial Cannabis Permitting Office

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



2023

Inyo County Crop and Livestock Statistics

Inyo County General Information

County Seat:	Independence	<u>Average Climate</u>	
County Population:	19,016 (2020 census)	Summer High	Winter Low
Land Area:	10,180 sq. miles	Bishop:	98° 22°
Population Density:	1.87 persons per sq. mile	Death Valley:	115° 37°
Highest Elevation:	14,505 ft. (Mount Whitney)		
Lowest Elevation:	-282 ft. (Badwater, D.V.N.P.)		

Unincorporated Areas

Big Pine	Olancho
Cartago	Pearsonville
Independence	Shoshone
Lone Pine	

Incorporated Cities

Bishop

Land Ownership

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



LIVESTOCK & LIVESTOCK PRODUCTS

	Year	Unit	Production	Value per Unit	Total	
Cattle & Calves	2023	Head	7,160	\$1,634	\$11,700,000	↑ 14%
	2022		7,860	\$1,307	\$10,287,000	
Sheep & Lambs*	2023	Head	3,900	\$253	\$987,000	↑ 13%
	2022		4,050	\$216	\$875,000	
Eggs	2023	Dozen	2,480	\$6.15	\$15,300	↓ 8%
	2022		2,300	\$7.25	\$16,700	
Wool	2023	Lbs	28,300	\$1.77	\$50,100	↑ 8%
	2022		29,380	\$1.58	\$46,400	
Miscellaneous**	2023				\$112,000	↑ 4%
	2022				\$108,000	
Total Value				2023	\$12,864,000	↑ 14%
				2022	\$11,333,000	

* Includes feeder lamb gain.

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

FIELD CROPS

	Year	Unit	Production	Value per Unit	Total	
Alfalfa Hay	2023	Ton	11,100	\$252	\$2,802,000	↓ 23%
	2022		9,760	\$371	\$3,629,000	
Pasture, Irrigated	2023	Acre	15,500	\$68	\$1,044,000	↑ 17%
	2022		13,500	\$66	\$891,000	
Pasture, Rangeland	2022	Acre	1,150,000	\$1.13	\$1,300,000	↑ 2%
	2021		1,150,000	\$1.11	\$1,279,000	
Miscellaneous*	2023	Acre	977	\$206	\$850,000	↓ 18%
	2022		464	\$338	\$904,000	
*Includes grain hay, sudangrass, and other hay				2023	\$5,996,000	↓ 11%
				2022	\$6,703,000	
			Total Value			

*Includes grain hay, sudangrass, and other hay

NURSERY PRODUCTS

	Year	Unit	Production	Value per Unit	Total	
Nursery Stock*	2023	Acre	221	-	\$4,560,000	↑ 3%
	2022		221	-	\$4,434,000	
*Includes palms, turf, and miscellaneous plants.				2023	\$4,560,000	↑ 3%
Total Value				2022	\$4,434,000	

FRUIT AND NUT CROPS

	Year	Unit	Production	Value per Unit	Total	
Miscellaneous*	2023	Acres	32	-	\$509,000	↑ 19%
	2022		32	-	\$426,000	
* Includes apples, apricots, blackberries, cherries, dates, figs, grapes (table), nectarines, peaches, pears, pecans, persimmons, plums, pomegranates, raspberries, and walnuts.				2023	\$509,000	↑ 19%
Total Value				2022	\$426,000	

APIARY PRODUCTS

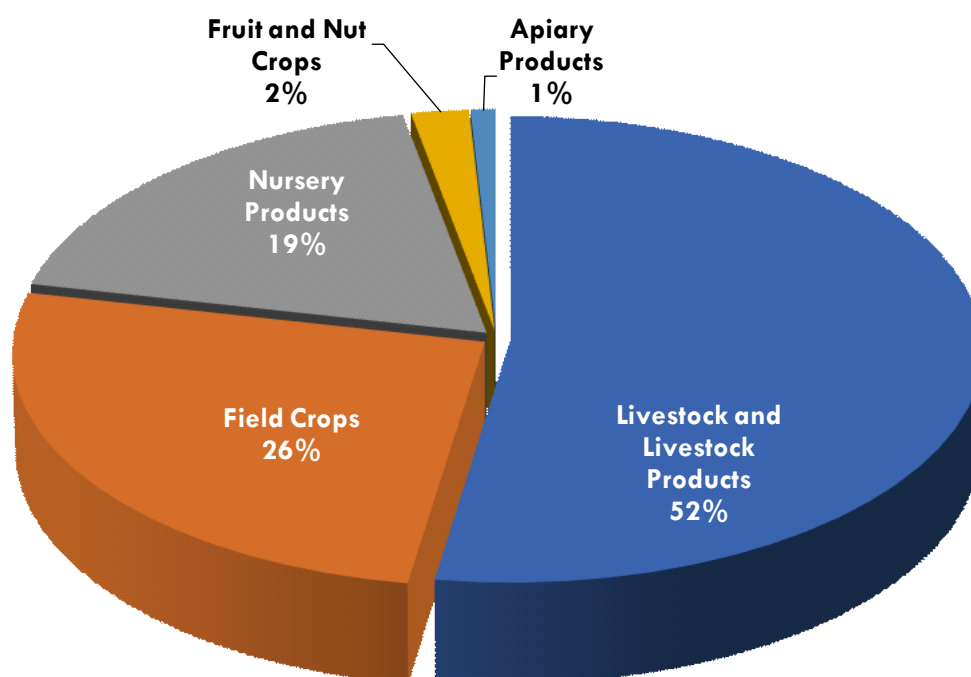
	Year	Unit	Production	Value per Unit	Total	
Honey	2023	Lb	50,000	\$4.38	\$219,000	0%
	2022		49,100	\$4.46	\$219,000	
Miscellaneous*	2023	-	-	-	\$4,700	↓ 6%
	2022		-	-	\$5,000	
* Includes beeswax and pollen.				2023	\$224,000	0%
Total Value				2022	\$224,000	



INYO COUNTY TOTALS

	Year	Total	
Livestock & Livestock Products	2023	\$12,864,000	↑ 14%
	2022	\$11,333,000	
Field Crops	2023	\$5,996,000	↓ 11%
	2022	\$6,703,000	
Nursery Products	2023	\$4,560,000	↑ 3%
	2022	\$4,434,000	
Fruit and Nut Crops	2023	\$509,000	↑ 10%
	2022	\$426,000	
Apiary Products	2023	\$224,000	0%
	2022	\$224,000	
Total Value	2023	\$24,513,000	↑ 6%
	2022	\$23,115,000	

INYO COUNTY AGRICULTURAL PRODUCTION BY CATEGORY



2023

Mono County Crop and Livestock Statistics

Mono County General Information

County Seat:	Bridgeport
County Population:	13,195 (2020 census)
Land Area:	3,049 sq. miles
Population Density:	4.33 persons per sq. mile
Highest Elevation:	14,252 ft. (White Mountain)

Unincorporated Areas

Benton	June Lake
Bridgeport	Lee Vining
Chalfant Valley	Topaz
Coleville	Tom's Place
Hammil Valley	Walker

Incorporated Cities

Mammoth Lakes

Average Climate

	Summer High	Winter Low
Bridgeport:	81°	8°
Hammil Valley:	98°	22°

Land Ownership

Federal:	84.7%
City of Los Angeles:	3.2%
State of California:	3.6%
Private:	6.5%



Livestock & Livestock Products

	Year	Unit	Production	Value per Unit	Total	
Cattle & Calves	2023	Head	8,090	\$1,634	\$13,218,000	↑ 14%
	2022		8,800	\$1,307	\$11,604,000	
Sheep & Lambs*	2023	Head	15,150	\$253	\$3,833,000	↑ 11%
	2022		15,950	\$216	\$3,445,000	
Wool	2023	Lbs	62,660	\$1.77	\$102,000	↑ 2%
	2022		62,660	\$1.58	\$100,000	
Miscellaneous**	2023				\$1,813,000	↑ 15%
	2022				\$1,583,000	
Total Value				2023	\$18,966,000	↑ 13%
				2022	\$16,732,000	

*Includes feeder lamb gain.

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

Field Crops

	Year	Unit	Production	Value per Unit	Total	
Alfalfa Hay	2023	Ton	59,000	\$231	\$13,630,000	↓ 34%
	2022		58,900	\$353	\$20,793,000	
Pasture, Irrigated	2023	Acre	22,000	\$76	\$1,524,000	↑ 5%
	2022		19,600	\$74	\$1,450,000	
Pasture, Rangeland	2023	Acre	1,078,000	\$1.46	\$1,572,000	↑ 2%
	2022		1,078,000	\$1.43	\$1,542,000	
Miscellaneous*	2023	Acre	1,800	-	\$807,000	↓ 31%
	2022		1,460	-	\$1,169,000	
*Includes garlic, grain hay, sudangrass, and other hay				2023	\$17,533,000	↓ 30%
Total Value				2022	\$24,954,000	

*Includes garlic, grain hay, sudangrass, and other hay

Forest Products

	Year	Total	
Timber and Firewood	2023	\$8,500	↓ 37%
	2022	\$13,500	
Total Value		2022 2021	\$8,500 \$13,500 ↓ 37%

Fruit & Nut Crops

	Year	Unit	Production	Value per Unit	Total	
Miscellaneous*	2023	Acres	17	-	\$57,000	↑ 19%
	2022		17	-	\$48,100	
Total Value				2023 2022	\$57,000 \$48,100	↑ 19%

* Includes grapes (wine), pome fruit, and stone fruit.

Nursery Products

	Year	Unit	Production	Value per Unit	Total	
Nursery Stock*	2023	Acre	1	-	\$23,100	↑ 4%
	2022		1	-	\$22,100	
Total Value				2023 2022	\$23,100 \$22,100	↑ 4%

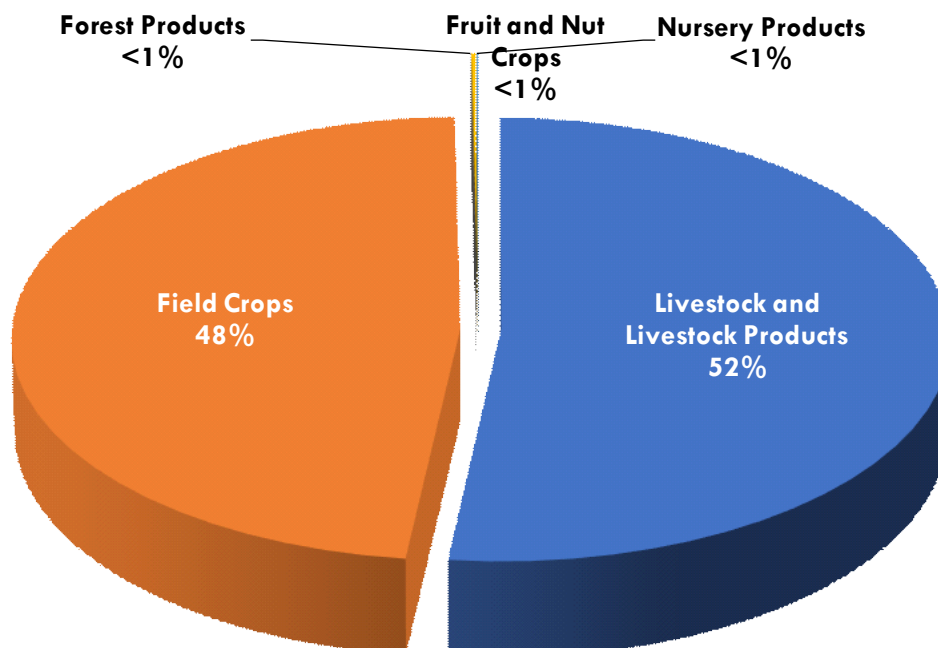
* Includes various ornamental plants



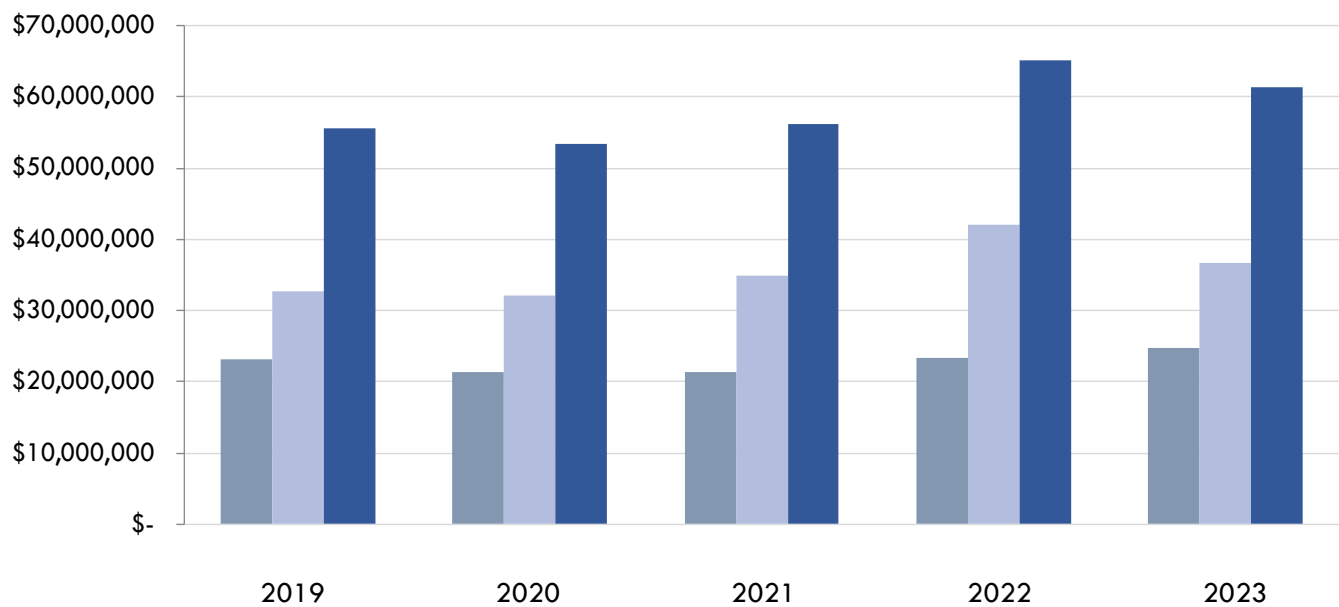
Mono County Totals

	Year	Total	
Livestock & Livestock Products	2023	\$18,966,000	↑ 13%
	2022	\$16,732,000	
Field Crops	2023	\$17,533,000	↓ 30%
	2022	\$24,954,000	
Forest Products	2023	\$8,500	↓ 37%
	2022	\$13,500	
Fruit & Nut Crops	2023	\$57,000	↑ 19%
	2022	\$48,100	
Nursery Products	2023	\$23,100	↑ 4%
	2022	\$22,100	
Total Value	2023	\$36,588,000	↑ 20%
	2022	\$41,770,000	

MONO COUNTY AGRICULTURAL PRODUCTION BY CATEGORY

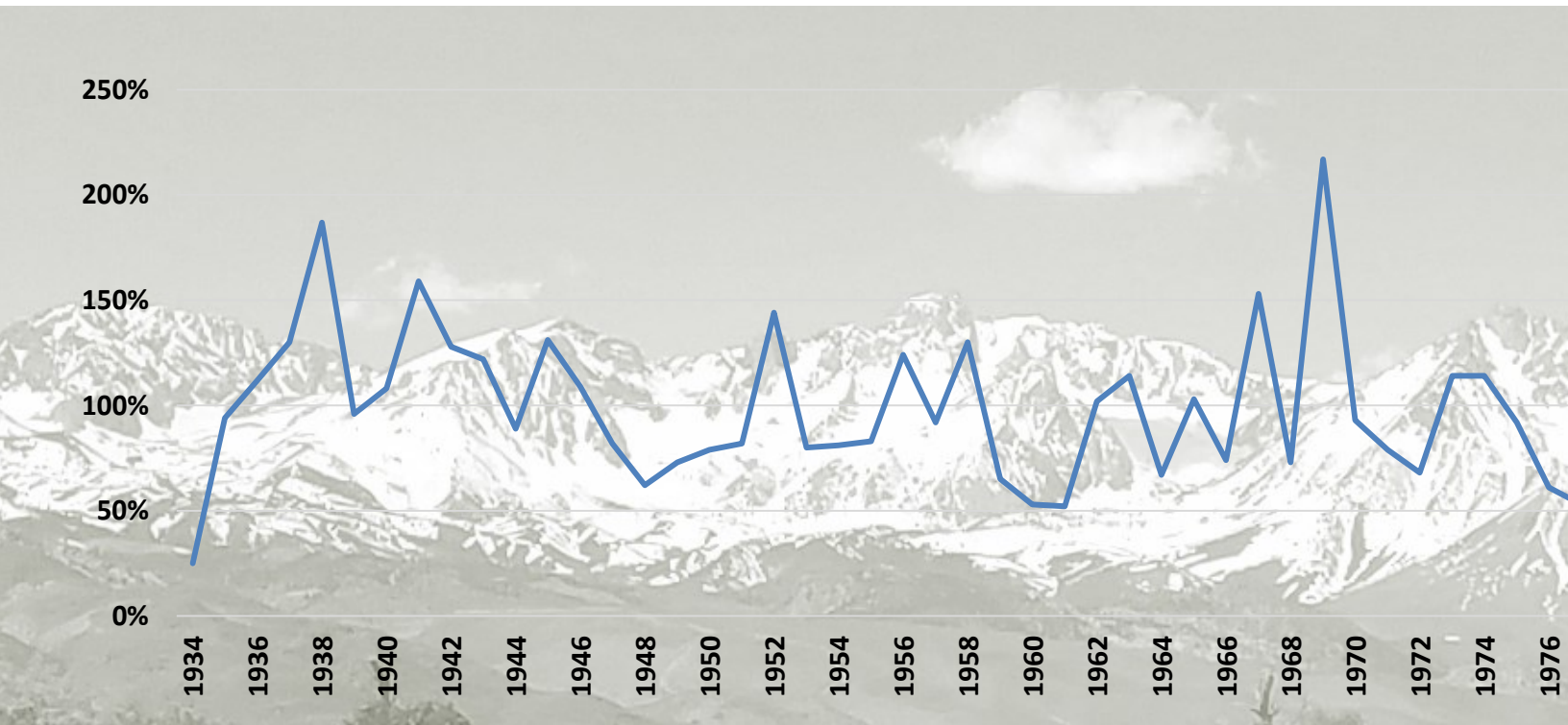


Five Year Comparison

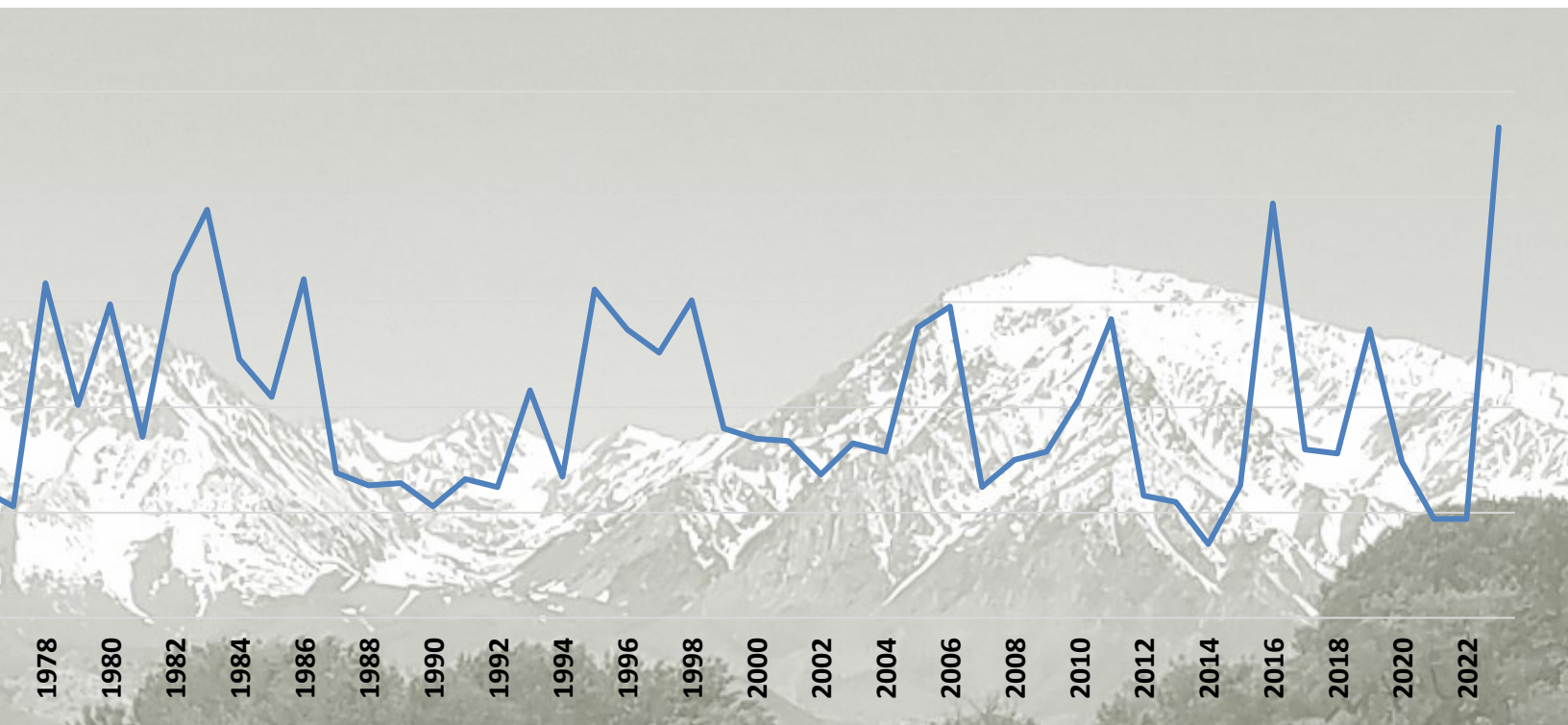
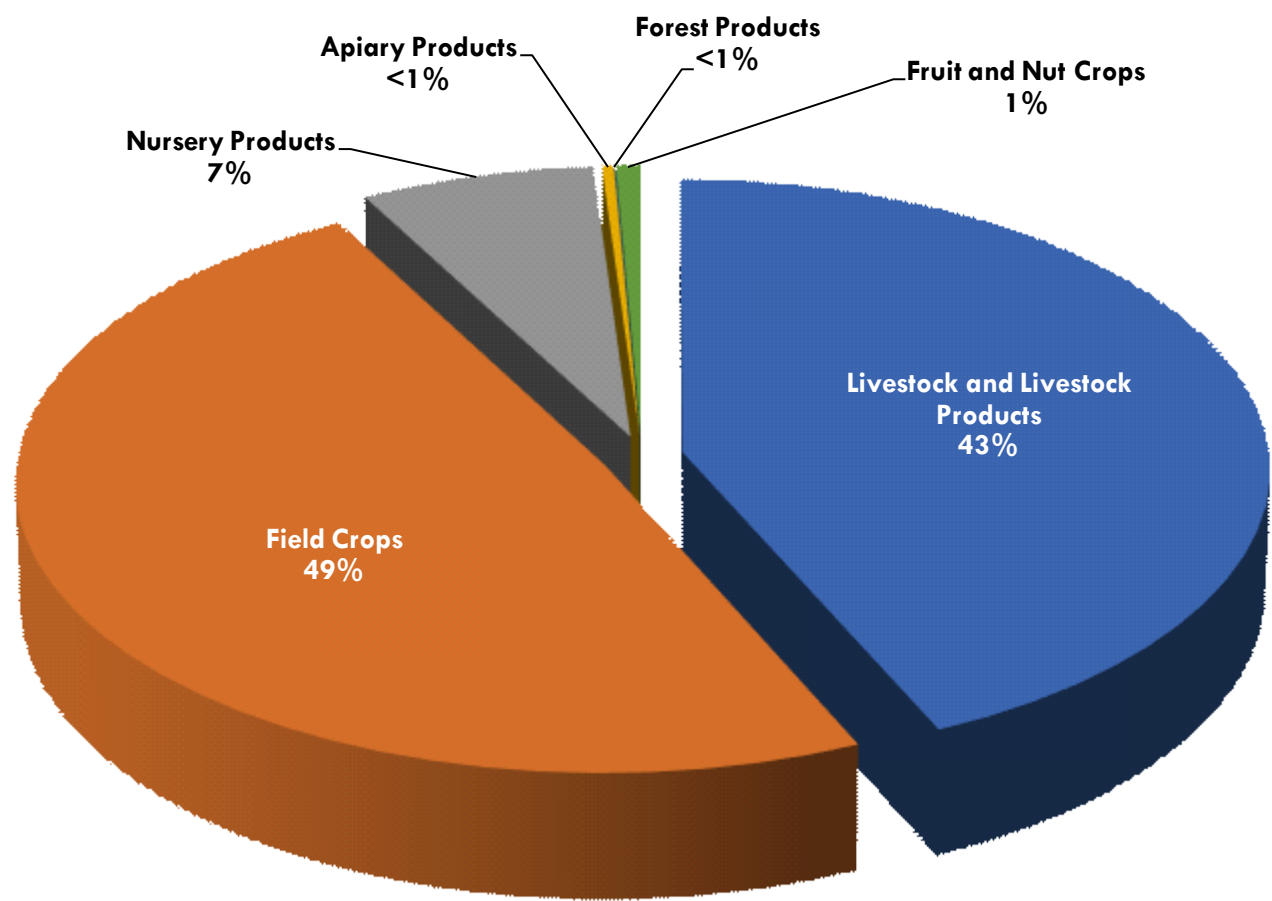


Inyo County Totals	\$22,905,000	\$21,164,000	\$21,230,000	\$23,115,000	\$24,513,000
Mono County Totals	\$32,538,000	\$32,016,000	\$34,789,000	\$41,770,000	\$36,588,000
Combined Totals	\$55,443,000	\$53,180,000	\$56,019,000	\$64,885,000	\$61,101,000

Eastern Sierra Runoff Chart



Combined Agricultural Production



Sustainable Agriculture

Invasive Plant Targets			
<u>Pest</u>	<u>Agent/Mechanism</u>	<u>Number of Sites</u>	<u>Acres</u>
Puncturevine	Biological Control	14 sites	~
Dalmatian Toadflax	Mechanical	3 sites	120
Yellow Starthistle	Mechanical/Herbicide	1 site	1
Russian Knapweed	Herbicide	10 sites	5,209
Canada Thistle	Herbicide	26 sites	5,265
Spotted Knapweed	Herbicide	10 sites	221
Scotch Thistle	Herbicide	10 sites	2,141
Camelthorn	Herbicide	1 site	1
Perennial Pepperweed	Herbicide	143	56,000

Weights & Measures

Device Inspection Program

We are responsible for inspection and certification of all commercially used meters (retail motor fuel, propane/vapor, and electric), scales (aggregate and cement hoppers, vehicle, livestock, computing, counter, platform and spring scales); and any other type of device that is used to weigh or measure to determine a value for the purpose of sales. Enforcement actions can include issuance of citations initiating prosecution of violations. Over 1,000 devices were inspected. 13 consumer complaints were received and investigated by the Inyo/Mono Counties' Weights and Measures Department throughout the year resulting in 1 notice of violation. Regular inspections protect consumers from misrepresentation and maintain fair competition between sellers.

Petroleum Program

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

Package Inspections

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

Weighmaster Enforcement

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

Device Repairman Regulation

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

Owens Valley Mosquito Abatement

What is the mosquito abatement program?

The purpose of the program is to control mosquito populations throughout the Owens Valley from Olancho to Round Valley and also in Mammoth Lakes so that these pests and their associated diseases are abated adequately.

Monitoring

The Owens Valley Mosquito Abatement Program (OVMAP) and Mammoth Lakes Mosquito Abatement District (MLMAD) conduct surveillance to determine mosquito populations using several methods. Mosquito traps are deployed in several locations throughout the Owens Valley and in the Town of Mammoth Lakes, and are checked frequently to determine level of adult mosquito populations. Disease monitoring is component of this trapping effort, and insects caught in traps are sent to sample for the presence of certain diseases that mosquitoes are known to spread. Complaints are logged and responded to, creating records that can also help with monitoring efforts. At times, staff will travel to areas where complaints are high and record landing rates of mosquitoes to further gauge population density.

Biocontrol

Mosquito Fish - The mosquito fish have been one of the most effective non-insecticidal and non-chemical methods of controlling mosquitoes for over eighty years. They breed throughout the summer and new broods are produced at intervals of about six weeks, with 50 to 100 young in a single brood. They are ready to begin the work of destroying mosquito larvae at once. Mosquito fish can eat mosquito larvae as fast as the larvae hatch from eggs, as many as 100 per day. Mosquito fish live 2-3 years and can tolerate a wide range of temperatures.

Larviciding - Routine larviciding of many hundreds of mosquito sources each week prevent immature mosquito larvae from reaching the flying and biting adult stage. This preferred first option for killing mosquitos is the cheapest and most effective method.

Adulticiding

When larviciding does not control mosquito populations adequately, OVMAP and MLMAD conduct adulticiding measures to protect our local communities from irritating insect bites and the potential for spreading of disease.

Public Outreach and Cultural/Environmental Control

Outreach to residents about altering or removing conditions that best suit mosquito breeding is another effective tool in the OVMAP/MLMAD toolbox. These controls include proper irrigation practices, pool maintenance, and even making sure small containers or tires stored outside do not fill with stagnant water. Reducing the habitat conducive to mosquito breeding in the very areas where we live is a large step toward fewer itchy bites. Outreach efforts occur throughout the year through personal contact and social media, as well as at community events such as the Tri-County Fair.

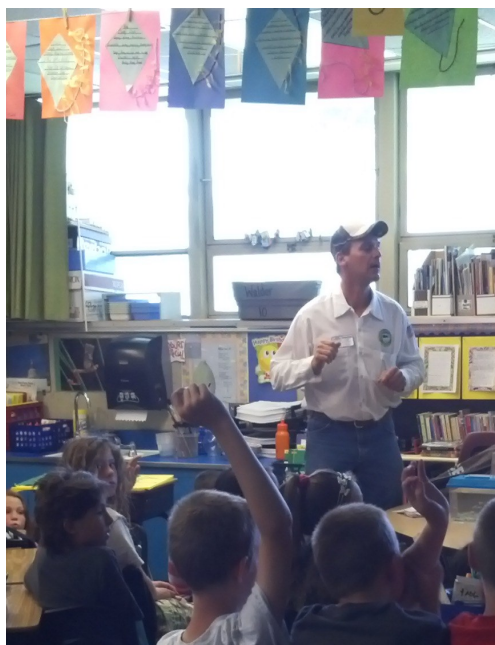


In Memory of David Miller

1966 - 2024

This Crop and Livestock Report is dedicated to the memory of Senior Agricultural Biologist/
Weights and Measures Inspector David Miller.

Dave was a dedicated and hardworking employee of the Inyo and Mono Counties Agriculture Department for 17 years, beginning his journey in mosquito control before obtaining his agriculture and weights & measures inspector licenses. Dave was a thoughtful and caring person, always there to help his coworkers or assisting with union activities.





The Evolution of California Agricultural Commissioners and Sealers

The California Agricultural Commissioners trace their origins back 143 years. The goal of the Agricultural Commissioners is to protect the State's crops from the ravages of pests both domestic and imported. Then, as now, one of the principle weapons employed was a legal device called a "quarantine", which is derived from the French word "quarante", meaning "forty". The quarantine came about as a detention device, its first use being in the year 1340 when passengers on ships bound for Venice, Italy, were detained on board ship for 40 days. This was considered a long enough period to determine whether or not those passengers carried with them the Black Plague, which was killing many people in Europe in the mid-14th century.

California's first statewide program, which was the beginning of the present Department of Food and Agriculture, began with "An Act For the Promotion of Viticultural Industries of the State" on April 5, 1880. It provided for the appointment of a Board of State Viticultural Commissioners whose duties included the study of the grape root rot disease, *Phylloxera*. The Act specified that the University of California was responsible for instruction and experiments - a concept still existing today - giving the University the authority for research and the Department the regulatory functions. The Act provided for seven viticultural districts.

Until the year 1911, the duties of the State Board of Horticulture, the State Commissioner of Horticulture, county boards of horticulture commissioners and the county horticulture commissioners were limited to just a few obligations. These obligations consisted of preventing the introduction into the state of pests from outside its boundaries, prevention of spread of insect pests and plant diseases through the media of nursery stock, fruit boxes, and other containers, and the inspection of nurseries. The years that followed would find the duties not only intensified in the same areas, but expanded into many other aspects of agriculture.

In the beginning the regulatory concern was to protect the California farmer from the depredations of exotic pests. After 1911, these duties were to be expanded to include concerns of the marketplace (standardization), and such cultural aids as assistance to the farmer in weed control and control of rodents and other damaging creatures. Later, they would enlarge to assure the farmer honest weights and measures, and protection from unscrupulous middlemen. Finally, the regulations would blossom into the full relationship of the farmer and the consumer.

Today, the California Department of Food and Agriculture and County Agricultural Commissioners are as busy helping the consumer as they are the farmer. They keep exotic pests away from the farmer's fields by fighting them in city gardens, where they nearly always are found first. By so doing, they are affording city people as much protection as farmers, for these pests generally can wreak as much havoc in the city as in the country. They provide for, and oversee, standardization practices, thus insuring the farmer's good markets for their products and insuring quality for consumers. They promote marketing of goods in a variety of ways, also assuring quality and quantity to consumers. They look after the health of livestock and plants, and the same benefits accrue to the consumer. They insist on measurement standards that also have dual blessings; and they assure the consumer and the farmer protection against the careless use of pesticides, thus affording protection to both people and the environment.



**COUNTIES OF INYO AND MONO
AGRICULTURAL COMMISSIONER'S OFFICE**

**1360 NORTH MAIN STREET
BISHOP, CA 93514
760.873.7860**





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

November 5, 2024

Reference ID:
2024-802

School Safety Month Update County Administrator - Emergency Services NO ACTION REQUIRED

ITEM SUBMITTED BY

Mikaela Torres, Emergency Services Manager

ITEM PRESENTED BY

Mikaela Torres, Emergency Services Manager

RECOMMENDED ACTION:

Receive presentation on School Safety Month.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Inyo County Office of Emergency Management (OEM) and Health and Human Services Disaster Prevention partnered with the Bishop Unified School District to host a series of workshops during School Safety Month. Since October is also the month of the Great ShakeOut — a global earthquake drill held on the third Thursday of the month— this program focused on earthquake preparedness.

Over four weeks, OEM and HHS held one-hour workshops for Rams Club 4th grade students, with each week spotlighting a different aspect of earthquake preparedness through engaging lectures and hands-on activities. Week 1 introduced students to earthquakes with a Jenga activity; week 2 covered communication planning; week 3 featured arts and crafts related to earthquake readiness; and week 4 concluded with an escape room challenge, testing students' knowledge through a series of puzzles.

These workshops are a pilot program aimed at expanding to other schools in Inyo County, with future sessions addressing other disasters such as floods, wildfires, and drought. This presentation will review the pilot program, highlighting both its successes and lessons learned.

FISCAL IMPACT:

There is no fiscal impact associated with this update.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

High Quality Services | Public Safety and Emergency Response

APPROVALS:

Mikaela Torres
Darcy Ellis
Mikaela Torres
Nate Greenberg

Created/Initiated - 10/28/2024
Approved - 10/28/2024
Approved - 10/28/2024
Final Approval - 10/29/2024

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

November 5, 2024

Reference ID:
2024-751

Updated County Grant Guidelines Board of Supervisors ACTION REQUIRED

ITEM SUBMITTED BY

County Administrator

ITEM PRESENTED BY

Nate Greenberg, County Administrative Officer,
Darcy Ellis, Assistant Clerk of the Board/Public
Relations Liaison

RECOMMENDED ACTION:

Review and approve updated guidelines for the Community Project Sponsorship Program and new guidelines for County Marketing grants and the Grants-in-Support program.

BACKGROUND / SUMMARY / JUSTIFICATION:

On July 23, 2024 staff presented to the Board a brief recap of the history of the Grants-in-Support (GIS) program and the Community Project Sponsorship Program (CPSP), an overview of their current status, and proposed updates to the latter program.

The ensuing discussion resulted in direction to staff to make adjustments to provide more transparency around the competitive CPSP grant application review process, more clarity around the competitive grant application scoring criteria, and more transparency and protection surrounding the use of the grant funds.

CPSP

The resulting proposed revisions to the CPSP are attached. Most of the changes apply to the entire CPSP and its three different components (Competitive grants, Line-Item grants, and Fishing grants), though some are related strictly to the competitive portion of the program. The revised guidelines now:

- Better delineate the three separate components of the program.
- Emphasize the need for applicants to be in good non-profit standing with the IRS and State of California, and have all Inyo County property taxes paid, **PRIOR** to submitting an application.
- Provide clear direction on the submission of the Tax Status Certification forms via which the Treasurer-Tax Collector certifies the above eligibility requirements.
- Emphasize the type and amounts of insurance required by the Risk Manager and under what circumstances.
- Include the requirement that grant recipients provide proof of payroll and time accounting - upon request of the Auditor-Controller - if any of the grant funding is used to pay for staff time.
- Include a deadline by which unused grant funds must be returned to the County (no later than January 31 of the following calendar year).

- Emphasize the requirement that all invoices and receipts must be provided by recipients when they submit their Final Report.
- Define what punitive actions might be taken by the County in the event of misuse of grant funding or inability to provide proof of how it was spent (paying back the funding and/or not being able to apply for future funding).
- Add the provision that any punitive action decided upon by the CAO may be appealed to the Board of Supervisors.
- Allow for regional entities to apply for CPSP grants as long as the project, event, or program in question demonstrates a "clear and direct benefit to the residents and/or visitors of Inyo County."
- Cap the maximum allowable competitive grant request at \$5,000 (down from \$10,000).
- Identify and define membership of the independent citizen review committee as:

- One current or former business owner in Southern Inyo County (Independence south).
- One current or former business owner in Northern Inyo County (Big Pine north).
- Two individuals with specific experience in the tourism industry/economic development and/or government finance experience (countywide).

- Specify that the members of the review panel will be selected by no fewer than three County representatives, including the Auditor-Controller or designee and the Assistant CAO.
- Include the disclaimer that it is the policy of Inyo County not to discriminate against any individual because of age, color, sex, disability, national origin, race, religion, or other status.

With feedback from past members of the review panel as well as past grant recipients, staff also revised the review panel evaluation criteria to remove ambiguity and eliminate redundancies (there are now 9 instead of 11).

The Competitive Grant Application and Final Report (also attached) were similarly streamlined to focus more on the intended impact of the event or project and its reach; how recipients intend to measure whether outcomes were successful; proposed event budget; and target audience. The application also now asks applicants to describe any other monetary or in-kind support they are currently receiving from the County of Inyo.

GIS/Marketing

Lastly, staff also prepared formal guidelines for the Grants in Support program (grant requirements are currently spread across several documents and not memorialized in a single source) and created guidelines for County Marketing grants. County Marketing grants are new in name only; they are existing line-item grants that were moved from the Advertising County Resources budget - which also included the CPSP grants as well as various other funding sources - into a new budget unit devoted solely to marketing. Additional funding sources were moved to the Economic Development budget and the Advertising County Resources budget was subsequently renamed the Community Project Sponsorship budget and now only includes grants related to the CPSP.

FISCAL IMPACT:

There is no financial impact associated with approval of the proposed guidelines.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board may decline to approve any or all of the proposed guidelines, or request edits or additions. Not approving the guidelines or delaying a decision could have a negative impact on grant recipients.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Auditor-Controller
Risk Management
Treasurer-Tax Collector

STRATEGIC PLAN ALIGNMENT:

High Quality Services | Improved Access to Government

APPROVALS:

Darcy Ellis	Created/Initiated - 10/16/2024
Darcy Ellis	Approved - 10/16/2024
Meaghan McCamman	Approved - 10/18/2024
Denelle Carrington	Approved - 10/21/2024
John Vallejo	Approved - 10/22/2024
Amy Shepherd	Approved - 10/25/2024
Alisha McMurtrie	Approved - 10/28/2024
Nate Greenberg	Final Approval - 10/29/2024

ATTACHMENTS:

1. Community Project Sponsorship Program Guidelines (with proposed revisions)
2. Revised Scoring Sheet
3. Proposed Grants-in-Support Guidelines
4. Proposed Marketing Grant Guidelines
5. NEW Tax Status Certification Form 202401



COMMUNITY PROJECT SPONSORSHIP PROGRAM GUIDELINES

I. Overview

The Community Project Sponsorship Program (CPSP) provides an opportunity for the County of Inyo to sponsor, in the form of financial contributions, specific events or projects undertaken by local agencies and non-profit organizations in Inyo County communities that enhance visitation to the community, or otherwise provide for the cultural or recreational enrichment of the citizens of Inyo County.

Commensurate with available funds, there are three components of the CPSP for which funding will be allocated: Line-Item Grants, Fishing Promotion, and Competitive Grants.

II. Funding/Use of Funds

Each year, as part of the County Budget process, the Board of Supervisors appropriates the amount of funding available for the CPSP program. CPSP funding will only be released after the County Budget is adopted (typically in September or October).

The CPSP is intended to provide funding, in the form of a County sponsorship, for a specific event or project. Accordingly, it should be considered one-time funding. Annual events or reoccurring projects are eligible to submit applications for competitive grants in consecutive years, but there is no assurance of receiving funding. The line-item grants are similarly distributed commensurate with available funds and should also be considered one-time funding as there is no assurance of receiving ongoing funding.

CPSP grant funds for Line-Item Grants, Fishing Derbies, and Competitive Grants shall only be used as described, and to carry out the specific event or project identified in the grant application/annual funding request.

Grant funds may be used to pay for staff time, exclusive of overtime and benefits, providing that only time spent working directly on the event or project is paid with grant funds. Grant applicants must be able to provide proof of payroll and time accounting for the event.

Once funds are awarded for the specified project or event, the recipient may not seek to re-allocate the funds for other projects or events, however worthy they may be. If grant funds cannot be expended for the purposes for which they were awarded, they must be returned to the County no later than January 31 of the following calendar year.

Funding for all three sectors of the program will be distributed upfront – however, all invoices and receipts are required to be submitted along with a Final Report (template provided). **Failure to produce the required documentation or intentional misuse of funding could result in punitive action, such as having to reimburse the County for the amount of unsubstantiated grant and not being eligible for future funding.** This decision will be made by the CAO and can be appealed to the Board of Supervisors.

III. Requirements

All CPSP grant applicants/recipients (Line-Item, Fishing, and Competitive) must:

- Successfully submit a complete CPSP Grant Application (Competitive) or CPSP Funding Request Form (Line-Item and Fishing);
- Provide a valid W-9 form;
- Provide documentation of IRS certification of 501(c)(3), 501(c)(4), 501(c)(6), or 501(c)(7);
- Provide certification of up-to-date non-profit status with the State of California;
- Provide certification that the organization does not owe taxes to the County of Inyo; and
- If grant funding will be used for any of the following activities, a written safety plan must be provided along with proof of insurance with a minimum of \$1,000,000 (\$1M) per occurrence, \$2,000,000 (\$2M) aggregate in general liability, with Inyo County, its officials, officers, employees, agents, and volunteers endorsed as additional insured:
 - Amusement rides
 - Animal rides
 - Animal Shows
 - Fairs/festivals
 - Fireworks/pyrotechnics
 - Gun/knife shows
 - Haunted houses
 - Motorsports events
 - Overnight camping/accommodations/lock-ins
 - Parades
 - Rodeos
 - Sporting events (including foot races)
 - Water-related activities
 - Wine/alcohol tasting
 - Any other higher hazard potential activity, as determined by Inyo County Risk Management

Insurance certifications and safety plans can be emailed to risk@inyocounty.us. For more information, contact Inyo County Risk Management at 760.872.2908.

Other requirements that the grant applicant/recipient is expected to comply with include, but are not limited to:

- All events and projects must be completed within the calendar year (January 1 to December 31) that begins in the fiscal year in which the grant was awarded.
- The County of Inyo must be listed as an event or project sponsor on all advertisements, promotional items, or other collateral materials (including brochures, websites, etc.) associated with the event or project. This includes featuring the County seal, website and/or being credited by name in writing. Acceptable credit lines include “Sponsored by the County of Inyo,” “Co-Sponsored by the County of Inyo,” “Funded in part by the County of Inyo,” or other similar phrasing. The official seal of the County of Inyo or the marketing brand/graphic for “The Other Side of California” shall be used. If the web pages of sponsors are being included in promotional material, www.inyocountyvisitor.com should be used, not the County’s general government web page.
- Press releases and news articles must mention the County of Inyo as an event or project sponsor.
- All content and photos, information, logos, etc. used in advertisements and promotional items must be appropriately licensed.
- Inyo County expects the grant recipient to grant the County the right to access and use, in County promotional or advertising campaigns, all artwork and collateral components (photos, drawings, logos, etc.) of the promotional or advertising materials funded with Community Project Sponsorship monies.
- Prepayment of print, Web, television, billboard, radio or other types of advertising is permitted.

Failure to comply with these guidelines may result in punitive action, such as the organization having to reimburse the County the amount of the grant funding and not being eligible for future CPSP funding.

IV. Final Report

After completing the project or event using CPSP grant funding, the grant recipient is required to provide a written report using the template provided no later than January 31 of the following calendar year.

Required information includes a description with highlights of the event/program/project, how it benefited the community, the total cost of the event, the

amount of the grant and other sources of funding, and a summary of expenditures by broad categories.

All receipts and invoices supporting expenditures for the amount of the grant must be attached to the Final Report. **Failure to provide receipts will result in the organization having to reimburse the County for the amount of unsubstantiated grant and not being eligible for future funding.**

V. Individual Grant Categories

COMPETITIVE GRANTS

Application Period

Applications for the competitive CPSP grants will be available after the Board of Supervisors adopts the County Budget, which usually occurs in September or October. Prior to the end of the year, the County will solicit and accept completed applications for events and projects that will be implemented in the coming calendar year. Eligible organizations may submit multiple, separate CPSP grant applications for different projects or events or components thereof.

Grant funding must be applied for in advance of the event or project (or component thereof) for which financial assistance is sought.

The maximum grant amount any organization may request for any single event or program is \$5,000.

Eligibility

In order to be eligible for a competitive CPSP grant, the organization must meet the following criteria:

- Be certified by the Internal Revenue Service as a non-profit organization under Internal Revenue Code Section 501(c)(3), 501(c)(4), 501(c)(6), or 501(c)(7) **at the time the application is submitted;**
- Have current non-profit status with the State of California **at the time the application is submitted;**
- Provide a clear and direct benefit to the residents and/or visitors of Inyo County; and
- Have no delinquent property taxes due to Inyo County **at the time the application is submitted.**

To be considered for a CPSP grant, the grant applications must:

- Be submitted by an eligible organization;
- Describe how grant funding will be used to support a specific project or event, or a specific component of an ongoing project or event, that enhances visitation to the community or otherwise provides for the cultural or recreational enrichment of the citizens of Inyo County; and

- Be complete and on time. Applications received after the deadline will not be considered.

All applications will be reviewed for eligibility based on the above requirements – which must be met at the time the application is submitted. Non-compliance with tax or non-profit status, or the insurance requirements listed on pg. 2, will result in **rejection of your application**.

Grants Selection Process

Applications for CPSP Competitive Grants will be reviewed for compliance with tax status, non-profit status, and insurance requirements. Any applicants found to be out of compliance in any of these areas at the time of application submittal will be deemed ineligible for the program and their applications will be rejected.

It is the sole responsibility of the applicant to ensure that its application is complete, and its eligibility clearly demonstrated.

Following the publicly announced submittal deadline, applications deemed complete and submitted by an eligible applicant will be forwarded to an independent Review Panel consisting of:

- One current or former business owner in Southern Inyo County (Independence south).
- One current or former business owner in Northern Inyo County (Big Pine north).
- Two individuals with specific experience in the tourism industry/economic development and/or government finance experience (countywide).

Panelists will be selected by three staff members and/or department heads, including the Auditor-Controller or designee, and the Assistant CAO.

It is the policy of Inyo County not to discriminate against any individual because of age, color, sex, disability, national origin, race, religion, or other status. The Review Panel will evaluate each application on its merits alone, using the following criteria:

- Objective [5 points].** Does the application seek funding for a specific event or project, or component thereof, that aligns with the goals of the CPSP: to enhance visitation to the community or otherwise provide for the cultural or recreational enrichment of the citizens of Inyo County?
- Scope of Benefit [20 points].** Will the event or project benefit the entire community, or primarily benefit only segments of, or specific organizations/businesses in the community? If the event or project is a fundraiser, how and to which organization(s) will the funds be disbursed? Does the benefit of the event or project extend to the greater region, or the County as a whole?
- Likelihood of Success [20 points].** Is the applicant likely to carry out what is being proposed, and do it well? Does the information contained in the application

seem realistic (e.g., total costs, total time, number of volunteers, etc.)? Does the applicant have a track record of successfully implementing the proposed or similar events or projects? Is the nature of the event or project such that it seems “doable”? If the applicant is a previous County grant recipient, how well did they comply with the terms and conditions of the grant?

- iv. **Overall Merit [20 points]**. What is the overall quality of the idea being proposed? Is it unique? Is it “tried and true”? Does the proposed activity create an appealing, dynamic, prosperous, and distinctive community identity? Does the event or project articulate or enhance what people love about the community in which they live, recreate, or vacation?
- v. **Direct Financial Benefit [5 points]**. Will the project or event provide a good return on investment financially (increased overnight stays in Inyo County, increased spending in local businesses)?
- vi. **Measurable Outcomes [5 points]**. Is the means the applicant proposes to use to measure the success of the project or event reasonable? Is it verifiable?
- vii. **Community Support [10 points]**. Does the project or event have strong community support? Of the total time allocated to the project or event, how many hours will volunteers provide? Are multiple community organizations collaborating to carry out the event or project? Is there evidence of monetary or in-kind support from the local business community?
- viii. **Leveraging of Resources [10 points]**. Does the proposed project or event have other sources of support – e.g., funds contributed by the organization, collaborations, co-sponsors, volunteers and other in-kind support – or does it rely 100% on the CPSP grant? What is the value of the in-kind services or donations being pledged to the event or project? If the amount requested is less than 50% of the cash needs for the event or project, what additional benefit(s) will be derived as a result of receiving CPSP funding?
- ix. **Clarity, Completeness, and Quality of Application [5 points]**. Was the application prepared and presented according to guidelines? Are the questions answered thoroughly with enough detail for the scorer to clearly understand what is being proposed? Is the benefit of the event or project clearly articulated? Is the proposed activity, including anticipated outcomes, clearly and concisely stated? Is the information presented in the application consistent? Are the expenses for which the CPSP grant funding is sought clearly identified, and such that reimbursement for eligible expenses can be easily made?

The Review Panel will meet privately to discuss the points assigned to each criteria category by individual members and to total the average score awarded in each criteria category. Applications must receive a total score of at least 70 points (out of 100 points possible) to be eligible for funding consideration. The Review Panel will make funding recommendations based on the scores each application receives. The Review Panel may

also recommend specific limitations on the use of grant funds.

LINE-ITEM GRANTS

Projects and events currently designated to receive Line-Item Grant awards are not required to submit a competitive grant application, but will be required to fill out an annual Funding Request Form.

Once the Board of Supervisors has approved the budget, recipients will receive a Tax Status Certification form that must be filled out and forwarded – by the grantee – to the Treasurer-Tax Collector’s Office. The Treasurer-Tax Collector’s Office will certify whether the grantee does not owe Inyo County any property taxes **and** that its non-profit status is current and in compliance with the IRS and State of California. Funding will not be distributed unless the Treasurer-Tax Collector signs the certification form.

Entities will also have to provide proof of sufficient insurance based on the requirements listed on pg. 2 of this document.

Entities that receive a signed certification form from the Treasurer-Tax Collector and who provide sufficient proof of insurance will be sent a Letter of Agreement that must be signed and returned along with an annual Request Form detailing plans for the funding, as well as other documentation cited on pg. 2 under “Requirements.” Once all forms are deemed complete by staff, the CAO will approve payment.

At its discretion, the Board of Supervisors can review and alter these Line-Item grants during its yearly budget review and approval process and decide whether to continue making Line-Item Grants available and, if so, in what funding levels to which projects.

Examples of current and past CPSP Line Item Grant Award Recipients include:

- California High School Rodeo State Finals
- Wild Wild West Marathon
- Laws Benefit Concert
- Tecopa Community Days
- Tri-County Fair/Rodeo
- Mule Days Celebration

(The list of grant recipients is subject to change from one fiscal year to the next.)

FISHING PROMOTION

The CPSP provides funding for a Fishing Promotion component that funds fishing derbies in four distinct Owens Valley communities as well as a valley-wide warm-water bass tournament, in the amount of \$7,500 each. The organizations that are currently designated to receive funding for fishing derbies have the right-of-first-refusal to continue receiving CPSP funds to keep sponsoring these events.

Once the Board of Supervisors has approved the budget, recipients will receive a Tax Status Certification form that must be filled out and forwarded – by the grantee – to the Treasurer-Tax Collector's Office. The Treasurer-Tax Collector's Office will certify whether the grantee does not owe Inyo County any property taxes **and** that its non-profit status is current and in compliance with the IRS and State of California. Funding will not be distributed unless the Treasurer-Tax Collector signs the certification form.

Entities will also have to provide proof of sufficient insurance based on the requirements listed on pg. 2 of this document.

Entities that receive a signed certification form from the Treasurer-Tax Collector and who provide sufficient proof of insurance will be sent a Letter of Agreement that must be signed and returned along with an application detailing plans for the funding, as well as other documentation cited on pg. 2 under "Requirements." Once all forms are deemed complete by staff, the CAO will approve payment.

At its discretion, the Board of Supervisors can review and alter these grants during its yearly budget review and approval process and decide whether to continue making Fishing Promotion Grants available and, if so, in what funding levels to which projects.

Examples of current and past Fishing Promotion grant recipients include:

- Bishop Chamber of Commerce (Blake Jones Trout Derby)
- Independence Fishing Derby (Independence Fishing Derby)
- Southern Inyo Early Opener (Lone Pine Chamber of Commerce)
- Eastern Sierra Bass Fishing (Eastern Sierra Bass Tournament)

(The list of grant recipients is subject to change from one fiscal year to the next.)



FINAL REPORT
COMMUNITY PROJECT SPONSORSHIP PROGRAM GRANT

General Information

Name of Organization: _____

Number of people in attendance: _____

Name and description of Event/Program/Project: _____

Describe how this event/program/project benefited the community: _____

Financial Information

Total Cost of the Event/Program/Project: \$ _____

Amount of Inyo County CPSP Grant: \$ _____

Other sources of funding: _____

Expenditures (Attach Receipts totaling amount of CPSP grant or more):

Budget Category	Description	Cost
Staff		
Services and Supplies		
Marketing		
Other (describe)		
Other (describe)		
Other (describe)		
	Total Expenditures	

Additional Information:

INYO COUNTY CPSP GRANT
SCORING CRITERIA

PROJECT NAME: _____

	SCORE
Benefit of project or event: Are the benefits clearly articulated? Will the project or event benefit many people in the community? Is the project or event regional in scope, or only focused on one town or area in the county? If the event is a fundraiser, will funds raised benefit the community? POINTS POSSIBLE = 25	
Likelihood of Success: Does the application seem realistic? Does the budget seem reasonable and accurate? Does the organization have a track record of successfully completing other similar projects? POINTS POSSIBLE = 20	
Community Support: Does the application clearly demonstrate that the community likes the project or event? POINTS POSSIBLE = 15	
Direct Financial Benefit: Will the project or event provide a good return on investment (increased overnight stays in Inyo County, increased spending in local businesses). POINTS POSSIBLE = 10	
Leveraging of Resources: Does the proposed project or event have other sources of support ie: funds contributed by the organization, collaborations, co-sponsors, volunteers and other in-kind support? POINTS POSSIBLE = 10	
Measurable Outcomes: Does the application clearly state how success will be measured? Are the methods reliable and reasonable? POINTS POSSIBLE = 10	
Quality of Application: Was the application prepared and presented according to guidelines? Are the questions answered thoroughly with enough detail for the scorer to clearly understand what is being proposed? POINTS POSSIBLE = 10	
TOTAL SCORE (100 POSSIBLE)	



GRANTS IN SUPPORT PROGRAM GUIDELINES

I. Overview

The County of Inyo makes available in its budget line-item Grants in Support to assist in supporting the missions of local agencies and non-profits that make significant contributions to the overall quality of life in Inyo County in the areas of public health and safety, childcare, historical preservation, education, and cultural enhancement.

Examples of current and past recipients include:

- Community Connection for Children
- Inyo Council for the Arts
- Laws Railroad Museum
- California Indian Legal Services
- Friends of the Eastern Sierra Avalanche Society
- Friends of the Mt. Whitney Fish Hatchery
- Southern Inyo Fire Protection District

(The list of grant recipients is subject to change from one fiscal year to the next.)

II. Funding/Use of Funds

The Board of Supervisors will appropriate the amount of funding available for GIS as part of the County Budget process. Grant funding will only be released after the County Budget is adopted (typically in September or October).

The line-item grants are distributed commensurate with available funds. As such, a GIS grant should be considered one-time funding as there is no assurance of receiving ongoing funding.

GIS grants shall only be used as described in the Letter of Agreement. If grant funds cannot be expended for the purposes for which they were awarded, they will be returned to the County no later than July 31.

Grant funds may be used to pay for staff time, exclusive of overtime and benefits, providing that only time spent working directly on the event or project is paid with grant funds. Grant applicants must be able to provide proof of payroll and time accounting for

the program.

Recipients will receive grant funding upon invoice, with the final invoice submitted no later than 15 days after the end of the fiscal year on June 30. **All receipts and invoices supporting the expenditures must be attached.**

Failure to produce the required documentation or intentional misuse of funding could result in punitive action, such as having to reimburse the County for the amount of unsubstantiated grant and not being eligible for future funding.

III. Process

Once the Board of Supervisors has approved the budget, recipients will receive a Tax Status Certification form that must be filled out and forwarded – by the grantee – to the Treasurer-Tax Collector’s Office. The Treasurer-Tax Collector’s Office will certify whether the grantee does not owe Inyo County any property taxes **and** that its non-profit status is current and in compliance with the IRS and State of California. Funding will not be distributed unless the Treasurer-Tax Collector signs the certification form.

Entities will also have to provide proof of sufficient insurance based on the requirements listed in the section below.

Entities that receive a signed certification form from the Treasurer-Tax Collector and who provide sufficient proof of insurance will be sent a Letter of Agreement that must be signed and returned along with any other documentation cited under “Requirements.” Once all forms are deemed complete by staff, the CAO will approve payment.

At its discretion, the Board of Supervisors can review and alter GIS grants during its yearly budget review and approval process and decide whether to continue making the line-item grants available and, if so, in what funding levels to which projects.

IV. Requirements

Grant recipients must:

- Provide a valid W-9 form;
- Provide documentation of IRS certification of 501(c)(3), 501(c)(4), 501(c)(6), or 501(c)(7);
- Provide certification of up-to-date non-profit status with the State of California;
- Provide certification that the organization does not owe taxes to the County of Inyo; and
- If grant funding will be used for any of the following activities, a written safety plan must be provided along with proof of insurance with a minimum of \$1,000,000 (\$1M) per occurrence, \$2,000,000 (\$2M) aggregate in general liability, with Inyo County, its officials, officers, employees, agents, and volunteers endorsed as additional insured:
 - Amusement rides
 - Animal rides

- Animal shows
- Fairs/festivals
- Fireworks/pyrotechnics
- Gun/knife shows
- Haunted houses
- Motorsports events
- Overnight camping/accommodations/lock-ins
- Parades
- Rodeos
- Sporting events (including foot races)
- Water-related activities
- Wine/alcohol tasting
- Any other higher hazard potential activity, as determined by Inyo County Risk Management

Insurance certifications and safety plans can be emailed to risk@inyocounty.us. For more information, contact Inyo County Risk Management at 760.872.2908.

Other requirements that the grant recipient is expected to comply with include, but are not limited to:

- A mid-year and final report are due in December and June, respectively. These reports must include a general organization description with highlights of the fiscal year, how the organization and its GIS grant benefited the community, and a summary of expenditures by broad categories (e.g., advertising, supplies, staff costs).
- The County of Inyo must be listed as an event or project sponsor on all advertisements, promotional items, or other collateral materials (including brochures, websites, etc.) associated with the event or project. This includes featuring the County seal, website and/or being credited by name in writing. Acceptable credit lines include "Sponsored by the County of Inyo," "Co-Sponsored by the County of Inyo," "Funded in part by the County of Inyo," or other similar phrasing. The official seal of the County of Inyo or the marketing brand/graphic for "The Other Side of California" shall be used. If the web pages of sponsors are being included in promotional material, and www.inyocountyvisitor.com should be used, not the County's general government web page.
- Press releases and news articles must mention the County of Inyo as an event or project sponsor.
- All content and photos, information, logos, etc. used in advertisements and promotional items must be appropriately licensed.
- Inyo County expects the grant recipient to grant the County the right to access and use, in County promotional or advertising campaigns, all artwork and collateral components (photos, drawings, logos, etc.) of the promotional or advertising materials funded with Community Project Sponsorship monies.

- Prepayment of print, Web, television, billboard, radio or other types of advertising is permitted.

Failure to comply with these guidelines may result in punitive action, such as the organization having to reimburse the County the amount of the grant funding and not being eligible for future GIS funding.



COUNTY MARKETING GRANTS GUIDELINES

I. Overview

The County of Inyo makes available in its County Marketing budget line-item grant funds for specific projects and other endeavors focused primarily on promoting Inyo County to visitors in an effort to boost tourism and support the economy.

Examples of current and past County Marketing grant recipients and projects include:

- Coordinated fishing promotion efforts (Bishop Chamber of Commerce)
- Online Inyo County visitor guide (Lone Pine Chamber of Commerce)
- Online Death Valley visitor guide (Lone Pine Chamber of Commerce)
- Images of Inyo Photo Contest (Lone Pine Chamber of Commerce)

(The list of grant recipients and projects is subject to change from one fiscal year to the next.)

II. Funding/Use of Funds

The Board of Supervisors will appropriate the amount of funding available for County Marketing as part of the County Budget process. Grant funding will only be released after the County Budget is adopted (typically in September or October). Projects and events currently designated to receive line-item County Marketing grant awards are not required to submit a competitive grant application, but will be required to fill out an annual Funding Request Form.

The line-item grants are distributed commensurate with available funds. As such, a County Marketing grant should be considered one-time funding as there is no assurance of receiving ongoing funding.

County Marketing grants shall only be used as described in the Letter of Agreement and Funding Request Form.

Grant funds may be used to pay for staff time, exclusive of overtime and benefits, providing that only time spent working directly on the event or project is paid with grant funds. Grant applicants must be able to provide proof of payroll and time accounting for the event.

Once funds are awarded for the specified project or event, the recipient may not seek to re-allocate the funds for other projects or events, however worthy they may be. If grant funds cannot be expended for the purposes for which they were awarded, they must be returned to the County no later than January 31 of the following calendar year.

Funding for all three sectors of the program will be distributed upfront – however, all invoices and receipts are required to be submitted along with a Final Report (template provided). **Failure to produce the required documentation or intentional misuse of funding could result in punitive action, such as having to reimburse the County for the amount of unsubstantiated grant and not being eligible for future funding.** This decision will be made by the CAO and can be appealed to the Board of Supervisors.

III. Process

Once the Board of Supervisors has approved the budget, recipients will receive a Tax Status Certification form that must be filled out and forwarded – by the grantee – to the Treasurer-Tax Collector's Office. The Treasurer-Tax Collector's Office will certify whether the grantee does not owe Inyo County any property taxes **and** that its non-profit status is current and in compliance with the IRS and State of California. Funding will not be distributed unless the Treasurer-Tax Collector signs the certification form.

Entities will also have to provide proof of sufficient insurance based on the requirements listed below.

Entities that receive a signed certification form from the Treasurer-Tax Collector and who provide sufficient proof of insurance will be sent a Letter of Agreement that must be signed and returned along with an annual Funding Request Form detailing plans for the funding, as well as other documentation cited under the "Requirements" section. Once all forms are deemed complete by staff, the CAO will approve payment.

IV. Requirements

All County Marketing grant recipients must:

- Successfully submit a complete Funding Request Form;
- Provide a valid W-9 form;
- Provide documentation of IRS certification of 501(c)(3), 501(c)(4), 501(c)(6), or 501(c)(7);
- Provide certification of up-to-date non-profit status with the State of California;
- Provide certification that the organization does not owe taxes to the County of Inyo; and
- If grant funding will be used for any of the following activities, a written safety plan must be provided along with proof of insurance with a minimum of \$1,000,000 (\$1M) per occurrence, \$2,000,000 (\$2M) aggregate in general liability, with Inyo County, its officials, officers, employees, agents, and volunteers endorsed as additional insured:
 - Amusement rides
 - Animal rides
 - Animal shows
 - Fairs/festivals
 - Fireworks/pyrotechnics

- Gun/knife shows
- Haunted houses
- Motorsports events
- Overnight camping/accommodations/lock-ins
- Parades
- Rodeos
- Sporting events (including foot races)
- Water-related activities
- Wine/alcohol tasting
- Any other higher hazard potential activity, as determined by Inyo County Risk Management

Insurance certifications and safety plans can be emailed to risk@inyocounty.us. For more information, contact Inyo County Risk Management at 760.872.2908.

Other requirements that the grant recipient is expected to comply with include, but are not limited to:

- All events and projects must be completed within the calendar year (January 1 to December 31) that begins in the fiscal year in which the grant was awarded.
- The County of Inyo must be listed as an event or project sponsor on all advertisements, promotional items, or other collateral materials (including brochures, websites, etc.) associated with the event or project. This includes featuring the County seal, website and/or being credited by name in writing. Acceptable credit lines include "Sponsored by the County of Inyo," "Co- Sponsored by the County of Inyo," "Funded in part by the County of Inyo," or other similar phrasing. The official seal of the County of Inyo or the marketing brand/graphic for "The Other Side of California" shall be used. If the web pages of sponsors are being included in promotional material, www.inyocountyvisitor.com should be used, not the County's general government web page.
- Press releases and news articles must mention the County of Inyo as an event or project sponsor.
- All content and photos, information, logos, etc. used in advertisements and promotional items must be appropriately licensed.
- Inyo County expects the grant recipient to grant the County the right to access and use, in County promotional or advertising campaigns, all artwork and collateral components (photos, drawings, logos, etc.) of the promotional or advertising materials funded with Community Project Sponsorship monies.
- Prepayment of print, Web, television, billboard, radio or other types of advertising is permitted.

Failure to comply with these guidelines may result in punitive action, such as the organization having to reimburse the County the amount of the grant funding and not being eligible for future CPSP funding.

V. Final Report

After completing the project or event using County Marketing grant funding, the grant recipient is required to provide a written report using the template provided no later than January 31 of the following calendar year.

Required information includes a description with highlights of the event/program/project, how it benefited the community, the total cost of the event, the amount of the grant and other sources of funding, and a summary of expenditures by broad categories.

All receipts and invoices supporting expenditures for the amount of the grant must be attached to the Final Report. **Failure to provide receipts will result in the organization having to reimburse the County for the amount of unsubstantiated grant and not being eligible for future funding.**

**FINAL REPORT
COUNTY MARKETING GRANT**

General Information

Name of Organization: _____

Number of people in attendance: _____

Name and description of Event/Program/Project: _____

Describe how this event/program/project benefited the community: _____

Financial Information

Total Cost of the Event/Program/Project: \$ _____

Amount of Inyo County CPSP Grant: \$ _____

Other sources of funding: _____

Expenditures (Attach Receipts totaling amount of CPSP grant or more):

Budget Category	Description	Cost
Staff		
Services and Supplies		
Other (describe)		
Total Expenditures		

Additional Information:

COUNTY OF INYO
TREASURER-TAX COLLECTOR
POST OFFICE DRAWER O
INDEPENDENCE, CA 93526-0614
(760) 878-0312
Inyotc@inyocounty.us



ALISHA McMURTRIE
TREASURER-TAX COLLECTOR

CERTIFICATION OF TAX STATUS

Organization Information:

ORGANIZATION NAME	
NAME OF EVENT/PROJECT	
MAILING ADDRESS	
TELEPHONE	
EMAIL ADDRESS	
CONTACT PERSON	
FEDERAL TAX ID # (EIN)	
STATE TAX ID #	EIN: SALES TAX ID #:
NON-PROFIT:	STATE CHARITY REGISTRATION #: SOS/FTB CORPORATE ORG. #:

Event Location Information (where the event will be held-MUST BE COMPLETED):

NAME OF PROPERTY OWNER (if different from organization)	
Physical Address	
APN or PIN Number	

APPLICANT SIGNATURE

DATE

For Tax Collector Use Only
DO NOT COMPLETE

According to the records of this office, the status for the above referenced applicant follows:

☐ The applicant has delinquent property taxes due to the County of Inyo. Please contact our office for additional details.

☐ The applicant's non-profit status prevents them from conducting activities in Inyo County.

STATUS: _____.

☐ There are no taxes due the County and the applicant is in good standing with all applicable Agencies.

SIGNATURE AND TITLE

DATE



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

November 5, 2024

Reference ID:
2024-829

Appointment of a County Financial Evaluation Officer County Counsel ACTION REQUIRED

ITEM SUBMITTED BY

John Vallejo, County Counsel

ITEM PRESENTED BY

John Vallejo, County Counsel

RECOMMENDED ACTION:

A) Approve Resolution No. 2024-36, titled, "Resolution of the Board of Supervisors, County of Inyo, State of California, Appointing The Child Support Services Director As The County Financial Evaluation Officer Pursuant to Government Code Section 27750," and authorize the Chairperson to sign; and
B) Designate a team to perform the County-Court consultation as provided for by Penal Code Section 987.2(b).

BACKGROUND / SUMMARY / JUSTIFICATION:

Currently pending before the Inyo County Superior Court is a case involving a charge of first degree murder punishable by the death penalty. The defendant in the case has a privately retained, and paid for, defense counsel, but there is a motion pending to relieve that private counsel and for the Court to appoint two public defender attorneys. If this is to occur, and assuming the defendant is not able to pay some or all of the cost, the County will be responsible for the cost for these legal services. The County's understanding is the defendant intends to declare he cannot afford to pay the cost of his attorney(s). The County is also informed, however, that the defendant likely has substantial assets that could be utilized to pay the cost of his defense team. (Please note that if the defendant is acquitted, he will not be responsible for these costs regardless of his ability to pay.)

Two public defenders are available for a defendant in a death penalty case, but there are stringent experience requirements for public defenders to be appointed to a death penalty case. While appointments of public defenders is generally business as usual, in this matter the County does not have a contracted public defender that is qualified to be lead counsel, and the County may not have a contracted public defender that is qualified to be the second chair. As such, if the court appoints counsel, the defendant will be appointed a private attorney, possibly two, and that cost will not be covered under existing public defender contracts.

County Financial Evaluation Officer:

Penal Code ("PC") section 987(c) provides two methods by which a Court may determine if a criminal defendant is indigent and therefore unable to pay for the cost of appointed defense counsel. One of those methods is for the Court to send the defendant to a County Financial Evaluation Officer (CFEO), and for the CFEO to make a recommendation to the Court regarding the defendant's ability to pay for some or all of the appointed defense counsel costs. Inyo County does not currently have a CFEO appointed for this purpose. Staff recommends your Board make this appointment today, as authorized

by Government Code ("GC") section 22750, so that we can advise the Court at the next hearing in the criminal matter that we are ready and prepared for a CFEO to conduct a financial investigation and to make an ability-to-pay recommendation to the Court pursuant to PC 987(c) and GC 27754. Staff recommends your Board appoint Amy Weurdig as the CFEO.

Consultation Team:

On a related note, assuming the defendant does not have the ability to pay, PC section 987.2(b) provides that the Court establishes a reasonable rate to pay for appointed defense counsel, "after consultation with the board of supervisors as to the total amount of compensation and expenses to be paid, which shall be within the amount of funds allocated by the board of supervisors for the cost of assigned counsel in those cases." As noted above, the County does not have a contracted public defender qualified to be the lead counsel in this matter, and we may also not have a contracted public defender qualified to be second chair. Two private attorneys, one from out of the area and one local, indicated their intention to become appointed in the case, and also indicated a request to substantially increase the hourly pay rate that the Court otherwise provides to assigned counsel. With the above in mind, and given that the process to conduct the County-Court consultation is not clearly set forth in the statutes and a direct consultation with the Board of Supervisors will not be very efficient, staff recommends that your Board designate a team comprised of the at least the CAO and Assistant CAO, and other individuals you deem important to participate in the consultation, in order to facilitate a streamlined process for the County to provide meaningful input to the Court regarding what a reasonable rate of pay is for this matter. If and when the Court appoints an out-of-contract attorney(s), staff will bring back a budget amendment accordingly.

FISCAL IMPACT:

The exact fiscal impact associated with this request is still unknown. However, should the staff recommendation of appointing Child Support Services Director Amy Weurdig as CFEO, it is anticipated that the County would be charged for staff time necessary to complete audit and financial analysis work. It is unlikely that this time will exceed \$10,000 in cost, and can be paid from the Public Defender budget.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could take no action. This is not recommended since there is a significant likelihood that the appointment of legal counsel for the case at issue will be very costly and will be the County's responsibility to pay if we are unable to determine if the defendant has the ability to pay some or all of the costs.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Not Applicable

APPROVALS:

John Vallejo	Created/Initiated - 10/18/2024
Darcy Ellis	Approved - 10/18/2024
Amy Shepherd	Approved - 10/28/2024
Denelle Carrington	Approved - 10/28/2024
John Vallejo	Approved - 10/28/2024
Nate Greenberg	Final Approval - 10/29/2024

ATTACHMENTS:

1. County Financial Evaluation Officer Appointment Resolution
2. Government Code 27750
3. Penal Code 987
4. Penal Code 987.2
5. Government Code 27754

RESOLUTION NO. 2024-XX

A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, APPOINTING THE CHILD SUPPORT SERVICES DIRECTOR AS THE COUNTY FINANCIAL EVALUATION OFFICER PURSUANT TO GOVERNMENT CODE SECTION 27750

WHEREAS, pursuant to Government Code 27750 the county may designate a county officer to make financial evaluations of defendants and other persons liable for reimbursable costs under the law.

WHEREAS, a county officer so designated shall be known as the County Financial Evaluation Officer, whose duties shall be to determine, according to the standards set by the board of supervisors and at the direction of the court, the financial ability of parties who have incurred, or will incur, attorney's fees or other court-related or court-ordered costs, which costs by law must be waived or the services provided free of charge if the party is indigent.

WHEREAS, it is the wish and desire of the Board of Supervisors to adopt this resolution to assure compliance with Government Code and to meet the needs of County service; and

WHEREAS, the affected department and employee has agreed to accept this title and all related responsibility.

NOW THEREFORE, BE IT RESOLVED AND SO ORDERED, , the Inyo County Board of Supervisors hereby appoints the Child Support Services Director as the County Financial Evaluation Officer in compliance with Government Code 27750 for purposes of conducting an evaluation and recommendation under California Penal Code section 987(c).

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

West's Annotated California Codes
Government Code (Refs & Annos)
Title 3. Government of Counties (Refs & Annos)
Division 2. Officers (Refs & Annos)
Part 3. Other Officers (Refs & Annos)
Chapter 15. County Financial Evaluation Officer (Refs & Annos)

West's Ann.Cal.Gov.Code § 27750

§ 27750. Designation of officer; duties

Effective: July 1, 2021

[Currentness](#)

(a) The board of supervisors of any county may designate a county officer to make financial evaluations of defendants and other persons liable for reimbursable costs under the law. A county officer so designated shall be known as the county financial evaluation officer, whose duties shall be to determine, according to the standards set by the board of supervisors and at the direction of the court, the financial ability of parties who have incurred, or will incur, court-related or court-ordered costs, which costs by law must be waived or the services provided free of charge if the party is indigent.

(b) This section shall become operative on July 1, 2021.

Credits

(Added by [Stats.2020, c. 92 \(A.B.1869\)](#), § 18, eff. Sept. 18, 2020, operative July 1, 2021.)

West's Ann. Cal. Gov. Code § 27750, CA GOVT § 27750

Current with urgency legislation through Ch. 1002 of 2024 Reg.Sess. Some statute sections may be more current, see credits for details.

West's Annotated California Codes

Penal Code (Refs & Annos)

Part 2. Of Criminal Procedure

Title 6. Pleadings and Proceedings Before Trial (Refs & Annos)

Chapter 1. Of the Arraignment of the Defendant (Refs & Annos)

West's Ann.Cal.Penal Code § 987

§ 987. Right to counsel; assignment and duties of counsel; financial statement; cocounsel

Effective: July 1, 2021

Currentness

(a) In a noncapital case, if the defendant appears for arraignment without counsel, the defendant shall be informed by the court that it is their right to have counsel before being arraigned, and shall be asked if they desire the assistance of counsel. If the defendant desires and is unable to employ counsel the court shall assign counsel to defend them.

(b) In a capital case, if the defendant appears for arraignment without counsel, the court shall inform the defendant that they shall be represented by counsel at all stages of the preliminary and trial proceedings and that the representation is at their expense if they are able to employ counsel or at public expense if they are unable to employ counsel, inquire of them whether they are able to employ counsel and, if so, whether they desire to employ counsel of their choice or to have counsel assigned, and allow them a reasonable time to send for their chosen or assigned counsel. If the defendant is unable to employ counsel, the court shall assign counsel to defend them. If the defendant is able to employ counsel and either refuses to employ counsel or appears without counsel after having had a reasonable time to employ counsel, the court shall assign counsel.

The court shall at the first opportunity inform the defendant's trial counsel, whether retained by the defendant or court-appointed, of the additional duties imposed upon trial counsel in any capital case as set forth in paragraph (1) of subdivision (b) of Section 1240.1.

(c) In order to assist the court in determining whether a defendant is able to employ counsel in any case, the court may require a defendant to file a financial statement or other financial information under penalty of perjury with the court or, in its discretion, order a defendant to appear before a county officer designated by the court to make an inquiry into the ability of the defendant to employ their own counsel. If a county officer is designated, the county officer shall provide to the court a written recommendation and the reason or reasons in support of the recommendation. The determination by the court shall be made on the record. Except as provided in Section 1214, the financial statement or other financial information obtained from the defendant shall be confidential and privileged and shall not be admissible in evidence in any criminal proceeding except the prosecution of an alleged offense of perjury based upon false material contained in the financial statement. The financial statement shall be made available to the prosecution only for purposes of investigation of an alleged offense of perjury based upon false material contained in the financial statement at the conclusion of the proceedings for which the financial statement was required to be submitted.

(d) In a capital case, the court may appoint an additional attorney as a cocounsel upon a written request of the first attorney appointed. The request shall be supported by an affidavit of the first attorney setting forth in detail the reasons why a second attorney should be appointed. Any affidavit filed with the court shall be confidential and privileged. The court shall appoint a second attorney when it is convinced by the reasons stated in the affidavit that the appointment is necessary to provide the

defendant with effective representation. If the request is denied, the court shall state on the record its reasons for denial of the request.

(e) This section shall become operative on July 1, 2021.

Credits

(Added by Stats.2020, c. 92 (A.B.1869), § 32, eff. Sept. 18, 2020, operative July 1, 2021.)

Notes of Decisions (280)

West's Ann. Cal. Penal Code § 987, CA PENAL § 987

Current with urgency legislation through Ch. 1002 of 2024 Reg.Sess. Some statute sections may be more current, see credits for details.

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Proposed Legislation

West's Annotated California Codes

Penal Code (Refs & Annos)

Part 2. Of Criminal Procedure

Title 6. Pleadings and Proceedings Before Trial (Refs & Annos)

Chapter 1. Of the Arraignment of the Defendant (Refs & Annos)

West's Ann.Cal.Penal Code § 987.2

§ 987.2. Assigned counsel; compensation; public defenders; multiple county representation; recovery of costs

Effective: July 1, 2021

Currentness

(a) In any case in which a person, including a person who is a minor, desires but is unable to employ counsel, and in which counsel is assigned in the superior court to represent the person in a criminal trial, proceeding, or appeal, the following assigned counsel shall receive a reasonable sum for compensation and for necessary expenses, the amount of which shall be determined by the court, to be paid out of the general fund of the county:

(1) In a county or city and county in which there is no public defender.

(2) In a county of the first, second, or third class where there is no contract for criminal defense services between the county and one or more responsible attorneys.

(3) In a case in which the court finds that, because of a conflict of interest or other reasons, the public defender has properly refused.

(4) In a county of the first, second, or third class where attorneys contracted by the county are unable to represent the person accused.

(b) The sum provided for in subdivision (a) may be determined by contract between the court and one or more responsible attorneys after consultation with the board of supervisors as to the total amount of compensation and expenses to be paid, which shall be within the amount of funds allocated by the board of supervisors for the cost of assigned counsel in those cases.

(c) In counties that utilize an assigned private counsel system as either the primary method of public defense or as the method of appointing counsel in cases where the public defender is unavailable, the county, the courts, or the local county bar association working with the courts are encouraged to do all of the following:

(1) Establish panels that shall be open to members of the State Bar of California.

(2) Categorize attorneys for panel placement on the basis of experience.

(3) Refer cases to panel members on a rotational basis within the level of experience of each panel, except that a judge may exclude an individual attorney from appointment to an individual case for good cause.

(4) Seek to educate those panel members through an approved training program.

(d) In a county of the first, second, or third class, the court shall first utilize the services of the public defender to provide criminal defense services for indigent defendants. In the event that the public defender is unavailable and the county and the courts have contracted with one or more responsible attorneys or with a panel of attorneys to provide criminal defense services for indigent defendants, the court shall utilize the services of the county-contracted attorneys prior to assigning any other private counsel. Nothing in this subdivision shall be construed to require the appointment of counsel in any case in which the counsel has a conflict of interest. In the interest of justice, a court may depart from that portion of the procedure requiring appointment of a county-contracted attorney after making a finding of good cause and stating the reasons therefor on the record.

(e) In a county of the first, second, or third class, the court shall first utilize the services of the public defender to provide criminal defense services for indigent defendants. In the event that the public defender is unavailable and the county has created a second public defender and contracted with one or more responsible attorneys or with a panel of attorneys to provide criminal defense services for indigent defendants, and if the quality of representation provided by the second public defender is comparable to the quality of representation provided by the public defender, the court shall next utilize the services of the second public defender and then the services of the county-contracted attorneys prior to assigning any other private counsel. Nothing in this subdivision shall be construed to require the appointment of counsel in any case in which the counsel has a conflict of interest. In the interest of justice, a court may depart from that portion of the procedure requiring appointment of the second public defender or a county-contracted attorney after making a finding of good cause and stating the reasons therefor on the record.

(f) In any case in which counsel is assigned as provided in subdivision (a), that counsel appointed by the court and any court-appointed licensed private investigator shall have the same rights and privileges to information as the public defender and the public defender investigator. It is the intent of the Legislature in enacting this subdivision to equalize any disparity that exists between the ability of private, court-appointed counsel and investigators, and public defenders and public defender investigators, to represent their clients. This subdivision is not intended to grant to private investigators access to any confidential Department of Motor Vehicles' information not otherwise available to them. This subdivision is not intended to extend to private investigators the right to issue subpoenas.

(g) Notwithstanding any other provision of this section, where an indigent defendant is first charged in one county and establishes an attorney-client relationship with the public defender, defense services contract attorney, or private attorney, and where the defendant is then charged with an offense in a second or subsequent county, the court in the second or subsequent county may appoint the same counsel as was appointed in the first county to represent the defendant when all of the following conditions are met:

(1) The offense charged in the second or subsequent county would be joinable for trial with the offense charged in the first if it took place in the same county, or involves evidence which would be cross-admissible.

(2) The court finds that the interests of justice and economy will be best served by unitary representation.

(3) Counsel appointed in the first county consents to the appointment.

(h) The county may recover costs of public defender services under Chapter 6 (commencing with Section 4750) of Title 5 of Part 3 for any case subject to Section 4750.

(i) Counsel shall be appointed to represent, in a misdemeanor case, a person who desires but is unable to employ counsel, when it appears that the appointment is necessary to provide an adequate and effective defense for the defendant. Appointment of counsel in an infraction case is governed by Section 19.6.

(j) As used in this section, “county of the first, second, or third class” means the county of the first class, county of the second class, and county of the third class as provided by Sections 28020, 28022, 28023, and 28024 of the Government Code.

(k) This section shall become operative on July 1, 2021.

Credits

(Added by Stats.2020, c. 92 (A.B.1869), § 34, eff. Sept. 18, 2020, operative July 1, 2021.)

Notes of Decisions (96)

West's Ann. Cal. Penal Code § 987.2, CA PENAL § 987.2

Current with urgency legislation through Ch. 1002 of 2024 Reg.Sess. Some statute sections may be more current, see credits for details.

West's Annotated California Codes

Government Code (Refs & Annos)

Title 3. Government of Counties (Refs & Annos)

Division 2. Officers (Refs & Annos)

Part 3. Other Officers (Refs & Annos)

Chapter 15. County Financial Evaluation Officer (Refs & Annos)

West's Ann.Cal.Gov.Code § 27754

§ 27754. Ability to pay costs; inquiry by officer; failure of defendant to appear; order to pay costs; court determination

[Currentness](#)

Notwithstanding any provision of the Penal Code to the contrary, in any court where a county financial evaluation officer is available, if there are any costs which a person might have to reimburse the county for under the Penal Code based on his or her financial ability at the conclusion of the proceedings, the court shall order such person to appear before the county financial evaluation officer, who shall make an inquiry into such person's ability to pay these costs, as well as other court-related costs. When the person is so ordered to appear before the county financial evaluation officer, the court shall then determine if there are other costs which he or she might have to pay that depend on his or her financial ability, and if so, shall order that the county financial evaluation officer make an inquiry into the person's ability to pay all or a portion of all such costs. The person shall have the right to dispute the county financial officer's evaluation, in which case he or she shall be entitled to a hearing pursuant to [Section 27755 of the Government Code](#) in the court that concluded the proceedings.

If the person, after having been ordered to appear before the county financial evaluation officer, has been given proper notice and fails to appear before the county financial evaluation officer as ordered, the county financial evaluation officer shall recommend to the court that the person be ordered to pay the full amount of such costs. Proper notice to the person shall contain all of the following:

- (a) That he or she has a right to a statement of such cost as soon as it is available.
- (b) The person's procedural rights under [Section 27755 of the Government Code](#).
- (c) The time limit within which the person's appearance is required.
- (d) A warning that if the person fails to appear before the county financial evaluation officer, such officer will recommend that the court order the person to pay such cost in full.

If the county financial evaluation officer determines that the person has the ability to pay all or a portion of these costs, with or without terms, and he or she concurs in this determination and agrees to the terms of payment, the county financial evaluation officer, upon his or her written evaluation and the person's written agreement, shall petition the court for an order requiring the person to pay that sum to the county in a manner which is reasonable and compatible with the person's financial ability. This order need not be obtained in the court which concluded the proceedings, and may be granted without further notice to the person, provided a copy of the order is served on the person by mail.

However, if the county financial evaluation officer cannot reach an agreement with the person with respect to either the person's liability for the costs, the amount of such costs, his or her ability to pay the same, or the terms of payment, the matter shall be deemed in dispute and referred by the county financial evaluation officer back to the court for a hearing pursuant to [Section 27755 of the Government Code](#).

Credits

(Added by Stats.1985, c. 1485, § 2.)

West's Ann. Cal. Gov. Code § 27754, CA GOVT § 27754

Current with urgency legislation through Ch. 1002 of 2024 Reg.Sess. Some statute sections may be more current, see credits for details.

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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

November 5, 2024

Reference ID:
2024-837

Nominations for California State Association of Counties Representatives Board of Supervisors ACTION REQUIRED

ITEM SUBMITTED BY

Clerk of the Board

ITEM PRESENTED BY

Assistant Clerk of the Board

RECOMMENDED ACTION:

Nominate from among Board of Supervisors members a director and alternate to serve on the California State Association of Counties (CSAC) Board of Directors for year 2024-2025.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Inyo County Board of Supervisors has been asked to nominate a director and alternate to serve on the California State Association of Counties (CSAC) Board of Directors for year 2024-2025. Supervisors nominated will be appointed by the CSAC Executive Committee to one-year terms commencing with the first day of the annual CSAC conference, scheduled this year for November 18-22 in Los Angeles County.

CSAC's Board of Directors will be holding its first meeting of the year during the upcoming conference and it is important that Inyo County has its newly appointed Board representative at the first meeting, in part because officers and Executive Committee members will be nominated at that time.

Supervisor Trina Orrill currently serves as Inyo County's representative on the CSAC Board of Directors; Supervisor Jeff Griffiths serves as the alternate.

FISCAL IMPACT:

There is no financial impact associated with this agenda item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to nominate representatives to the California State Association of Counties (CSAC) Board of Directors, or delay its nominations. Neither course of action is recommended as it would impact our representation within CSAC.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

APPROVALS:

Darcy Ellis	Created/Initiated - 10/22/2024
Darcy Ellis	Approved - 10/22/2024
Nate Greenberg	Final Approval - 10/26/2024

ATTACHMENTS:

1. CSAC Board Nomination Memo
2. 2023-24 Board of Directors Roster
3. CSAC Board Selection Form for 2024-25



OFFICERS

President

Bruce Gibson
San Luis Obispo County

1st Vice President

Jeff Griffiths
Inyo County

2nd Vice President

Susan Ellenberg
Santa Clara County

Past President

Chuck Washington
Riverside County



CEO

Graham Knaus

September 26, 2024

TO: Chairs, Boards of Supervisors

FROM: Graham Knaus, CEO

SUBJECT: Nomination and Selection of CSAC Board of Directors Members

In accordance with the CSAC Constitution, we would like to provide you with information about the nomination process for CSAC Board of Directors members and alternates.

CSAC Board members and alternates are nominated by their respective Boards of Supervisors and appointed by the CSAC Executive Committee. The nomination is for a one-year term commencing with the CSAC Annual Meeting. Any member of your Board of Supervisors is eligible for the directorship.

The 2024 Annual Meeting will commence on Monday, November 18th. At this meeting, the new Board will meet first by caucus (urban, suburban, and rural) to nominate CSAC Officers and Executive Committee members, and again as a full Board to elect the 2024-2025 Executive Committee and to conduct other Association business.

Please note that if your county is nominating a new member to serve on the CSAC Board of Directors and you want that representative to vote on behalf of your county during the CSAC Annual Meeting, you must appoint this representative prior to the start of the Annual Meeting on Monday, November 18th.

Attached is the current Board roster, along with a nomination form. If you do not submit a 2024-2025 nomination, your current Board representative and alternate will continue to serve.

Please note that counties can change Board members and/or alternates at any point throughout the year, subject to final appointment by the CSAC Executive Committee.

If you have any questions or need further information, please contact Korina Jones at kjones@counties.org or Chase Palm at cpalm@counties.org.

cc: 2023-2024 Board of Directors
Clerks, Board of Supervisors

CALIFORNIA STATE ASSOCIATION OF COUNTIES

Board of Directors

2023-2024

SECTION

U=Urban

S=Suburban

R=Rural

President:

First Vice President:

Second Vice President:

Immediate Past President:

Bruce Gibson, San Luis Obispo

Jeff Griffiths, Inyo

Susan Ellenberg, Santa Clara

Chuck Washington, Riverside

Members of the CSAC Executive Committee are highlighted for your reference

SECTION	COUNTY	DIRECTOR
U	Alameda County	Keith Carson
R	Alpine County	Terry Woodrow
R	Amador County	Richard Forster
S	Butte County	Tod Kimmelshue
R	Calaveras County	Benjamin Stopper
R	Colusa County	Kent Boes
U	Contra Costa County	John Gioia
R	Del Norte County	Chris Howard
R	El Dorado County	John Hidahl
U	Fresno County	Buddy Mendes
R	Glenn County	Grant Carmon
R	Humboldt County	Michelle Bushnell
S	Imperial County	Jesus Eduardo Escobar
R	Inyo County	Trina Orrill
S	Kern County	Leticia Perez
R	Kings County	Rusty Robinson
R	Lake County	Bruno Sabatier
R	Lassen County	Gary Bridges
U	Los Angeles County	Kathryn Barger
R	Madera County	Leticia Gonzalez
S	Marin County	Mary Sackett
R	Mariposa County	Rosemarie Smallcombe
R	Mendocino County	John Haschak
S	Merced County	Scott Silveira
R	Modoc County	Ned Coe
R	Mono County	John Peters
S	Monterey County	Luis Alejo
S	Napa County	Ryan Gregory
R	Nevada County	Heidi Hall

U	Orange County	Doug Chaffee
S	Placer County	Bonnie Gore
R	Plumas County	Tom McGowan
U	Riverside County	V. Manuel Perez
U	Sacramento County	Rich Desmond
R	San Benito County	Bea Gonzales
U	San Bernardino County	Jesse Armendarez
U	San Diego County	Nora Vargas
U	San Francisco City & County	Rafael Mandelman
U	San Joaquin County	Robert Rickman
S	San Luis Obispo County	Bruce Gibson
U	San Mateo County	Noelia Corzo
S	Santa Barbara County	Das Williams
U	Santa Clara County	Susan Ellenberg
S	Santa Cruz County	Manu Koenig
R	Shasta County	Kevin Crye
R	Sierra County	Lee Adams
R	Siskiyou County	Ed Valenzuela
S	Solano County	Erin Hannigan
S	Sonoma County	James Gore
S	Stanislaus County	Vito Chiesa
R	Sutter County	Dan Flores
R	Tehama County	Candy Carlson
R	Trinity County	Ric Leutwyler
S	Tulare County	Amy Shuklian
R	Tuolumne County	Ryan Campbell
U	Ventura County	Kelly Long
S	Yolo County	Lucas Frerichs
R	Yuba County	Don Blaser

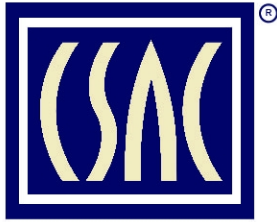
TREASURER

Belia Ramos, Napa County

ADVISORS

Sarah Carrillo, County Counsel, Tuolumne County

Jeff Van Wagenen, Riverside County CEO, California Association of County Executives,
President



California State Association of Counties
1100 K Street, Suite 101
Sacramento, CA 95814
Phone (916) 327-7500
Facsimile (916) 321-5047

NOMINATION OF CSAC BOARD OF DIRECTORS MEMBER FOR YEAR 2024 – 2025

The Board of Supervisors nominates the following named Supervisor(s) to a position on the CSAC Board of Directors for the 2024 – 2025 Association year beginning Monday, November 18, 2024.

County Name:

Director:

Alternate(s):

Name of individual completing form:

Does the Board of Directors member plan to attend the CSAC Annual Conference:

Yes:

No:

PLEASE RETURN TO:

Chase Palm via email at: cpalm@counties.org