



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS

ASST. CLERK OF THE BOARD



AMENDED AGENDA

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

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

REGULAR MEETING

November 12, 2024
8:30 A.M.

- 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) **Public Employee Performance Evaluation – Pursuant to Government Code §54957** – Title: County Counsel.

- ADDENDUM 3A) Conference with Legal Counsel - Anticipated Litigation** – Significant exposure to potential litigation pursuant to (2) of subdivision (d) of Government Code §54956.9: one potential case. Facts and Circumstances: Challenges to

solar project approval.

OPEN SESSION

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

- 10 A.M.**
- 4) Pledge of Allegiance**
 - 5) Report on Closed Session as Required by Law**
 - 6) Introductions** -The following new employees will be introduced to the Board:
 - **Clerk-Recorder:** Katie Sutton, Office Technician;
 - **Health & Human Services:** Cory Mann, Addictions Counselor.
 - **Information Services:** Amanda Lane, Office Technician III
 - 7) Public Comment**
Comments may be time-limited
 - 8) County Department Reports**

CONSENT AGENDA

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

- 9) Approval of Minutes of November 5 Board of Supervisors Meeting**
Clerk of the Board | Assistant Clerk of the Board

Recommended Action:
Approve the minutes from the regular Board of Supervisors meetings of November 5.
- 10) Letter Urging the Bureau of Land Management to Develop a Comprehensive Management Plan for the Amargosa Wild and Scenic River**
Board of Supervisors | Supervisor Kingsley

Recommended Action:
Approve and authorize the Chairperson to sign a letter urging the Bureau of Land Management to develop a comprehensive management plan for the Amargosa Wild and Scenic River.
- 11) Fiscal Years 2020-2022 California Department of Aging Audit Findings and Payback**
Health & Human Services | Anna Scott

Recommended Action:
Authorize payment to California Department of Aging for prior-year audit findings in the amount of \$74,109.

12) Fiscal Year 2017-2018 California Department of Public Health, Disaster Preparedness Audit Findings and Payback

Health & Human Services | Anna Scott

Recommended Action:

Authorize payment to California Department of Public Health for prior-year audit findings in the amount of \$15,546.

13) Memorandum of Understanding between Inyo County Parks and Sierra Forever

Public Works | Jorge Briceno

Recommended Action:

Approve the Memorandum of Understanding between the County of Inyo and Sierra Forever of Bishop, CA for the provision of volunteer services such as trash clean-ups, picnic table maintenance, etc. for a period of time to be determined by Sierra Forever, and authorize the Chairperson to sign.

14) Memorandum of Understanding between Inyo County Parks and Friends of the Inyo

Public Works | Jorge Briceno

Recommended Action:

Approve the Memorandum of Understanding between the County of Inyo and Friends of the Inyo of Bishop, CA for the provision of volunteer services such as trash clean-ups, picnic table maintenance, etc. for a period of time to be determined by Friends of the Inyo, and authorize the Chairperson to sign.

15) Road Closure for Southern California Edison Encroachment Permit

Public Works | Michael Errante

Recommended Action:

Approve the temporary closure of North Lake Road just west of State Route 168 to allow Southern California Edison to replace a deteriorated power pole on November 14, 2024.

16) Acquisition of Highway Easement Deed for the Walker Creek Road Bridge Replacement Project

Public Works - Road Department | Ashley Helms

Recommended Action:

- A) Approve the purchase agreement between the County of Inyo and Rafael M. Padilla and Maria G. Padilla for the purchase of a highway easement deed in an amount not to exceed \$1,000 plus escrow fees and closing costs, and authorize the Deputy Director of Public Works - Airports to sign; and
- B) Approve Resolution No. 2024-37, titled, "A Resolution of the Board of Supervisors of the County of Inyo Accepting a Highway Easement Deed Across APN 033-400-10 for the Realignment of a Portion of Walker Creek Road," and authorize the Chairperson to sign.

17) Acceptance of K9 Police Vehicle from the Murrieta Police Department

Sheriff | Lt. Atkins

Recommended Action:

Pursuant to Inyo County Code Section 6.26.020, accept a K9 police vehicle from the Murrieta Police Department on behalf of the County for \$1 (one dollar).

REGULAR AGENDA

18) Community Assistance, Recovery, and Empowerment (CARE) Act Presentation

Health & Human Services - Behavioral Health | Anna Scott
30 minutes (10min. Presentation / 20min. Discussion)

Recommended Action:

Receive a presentation on the Community Assistance, Recovery, and Empowerment (CARE) Act.

19) Proposed Ordinance Repealing Subsection 16.32.330(D) of Inyo County Code Pertaining to Taxes and Assessments for Subdivisions

Treasurer-Tax Collector | Alisha McMurtrie
5 minutes

Recommended Action:

Waive the first reading of a proposed ordinance titled, "An Ordinance of the Inyo County Board of Supervisors Repealing Subsection 16.32.330(D) of the Inyo County Code Pertaining to Taxes and Assessments for Subdivisions," and set enactment for December 3, 2024 in the Board of Supervisors Room, County Administrative Center, Independence.

20) Proposed Ordinance Amending Inyo County Code Sections 2.04.010 and 2.04.020 Pertaining to the Regular Board of Supervisors Meeting Schedule

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

Recommended Action:

Waive further reading of the proposed ordinance titled, "An Ordinance of the Board of Supervisors, County of Inyo, State of California, Amending Sections 2.04.010 and 2.04.020 of the Inyo County Code," and schedule enactment for December 3, 2024, in the Board of Supervisors Chambers, County Administrative Center, Independence.

21) Option and License Agreement Between County of Inyo and VB BTS III, LLC, for use of County Property in Big Pine as a Telecommunications Site

County Administrator | Meaghan McCamman

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

Recommended Action:

Approve the option and license agreement between the County of Inyo and VB BTS III, LLC, a Delaware limited liability company, for a portion of real property located at 1001 County Road in Big Pine, CA, for a three-year option period, followed by a 10-year license, with option to renew up to six additional five-year terms (for a total potential license term of up to 40 years), and authorize the County Administrator to sign and execute any additional paperwork.

22) Budget Amendment and Return of Grant Funds for County Medical Services Program Grant

Health & Human Services - Fiscal | Melissa Best-Baker

3 minutes

Recommended Action:

- A) Amend the Fiscal Year 2024-25 Health Budget (045100) as follows: increase estimated revenue in Operating Transfer In (4998) by \$54,986 and increase appropriation in Other Agency Contributions (5539) by \$54,986; and Amend the Fiscal Year 2024-25 HHS Suspense Trust (505104) as follows: increase appropriation in Operating Transfer Out (5801) by \$54,986 (*4/5ths vote required*); and
- B) Approve payment of the invoice from County Medical Services Program Grant, in an amount not to exceed \$54,985.86.

23) Budget Amendment and Contract for the Construction of the Walker Creek Road Bridge over the Los Angeles Department of Water and Power Aqueduct

Public Works | Michael Errante

3 minutes

Recommended Action:

- A) Amend the Fiscal Year 2024-2025 State Funded Road Budget 034601 as follows: increase estimated revenue in Federal Funds Revenue Code 4552 by \$700,000 and increase appropriation in Walker Creek Object Code 5736 by \$700,000 (*4/5ths vote required*);
- B) Approve the construction contract between the County of Inyo and Steelhead Constructors of Redding, CA in the amount of \$3,354,777, and authorize the Chairperson to sign; and
- C) Authorize the Public Works Director to execute all other project contract documents, including contract change orders, to the extent permitted by Public Contract Code Section 20142 and other applicable laws.

24) Inyo County/Los Angeles Standing Committee Meeting - November 14, 2024

Water Department | Holly Alpert
10 minutes

Recommended Action:

Provide direction to the County's Standing Committee representatives in advance of the meeting of the Inyo/Los Angeles Standing Committee scheduled for November 14, 2024.

ADDITIONAL PUBLIC COMMENT & REPORTS

25) Public Comment

Comments may be time-limited

26) Board Member and Staff Reports

Receive updates on recent or upcoming meetings and projects



tel: 916.455.7300 • fax: 916.244.7300
510 8th Street • Sacramento, CA 95814

November 8, 2024

SENT BY U.S. MAIL AND EMAIL

(boardclerk@inyocounty.us; ngreenberg@inyocounty.us)

County of Inyo
Attention: Nate Greenberg
County Administrative Officer & Clerk of the Board
P.O. Box N
Independence, California 93526

RE: Notice of Commencement of Action against the County of Inyo

Dear Mr. Greenberg:

Please take notice that Residents of Valley Wells Residential Estates (“Plaintiff”) intends to file a complaint seeking declaratory relief (“Complaint”) against the County of Inyo (“County”) challenging the County’s unlawful pattern and practice of violating the California Environmental Quality Act (“CEQA”) with respect to its approval of commercial scale renewable energy permits pursuant to the County’s Renewal Energy General Plan Amendment, its Programmatic EIR and mitigation monitoring and reporting program.

Very truly yours,

SOLURI MESERVE
A Law Corporation

By: 
Patrick M. Soluri

cc: Darcy Ellis, Assistant Clerk of the Board, dellis@inyocounty.us
John-Carl Vallejo, jcvallero@inyocounty.us
Christian Milovich, cmilovich@inyocounty.us
Mark D. Harrison, mharrison@hthglaw.com
Sean K. Hungerford, shungerford@hthglaw.com
Sabrina E. Barr, sbarr@hthglaw.com

Attachment: Proof of Service

PROOF OF SERVICE

I hereby declare that I am employed in the City of Sacramento, County of Sacramento, California. I am over the age of 18 years and not a party to the action. My business address is 510 8th Street, Sacramento, California 95814.

On November 8, 2024, I served the attached document:

NOTICE OF COMMENCEMENT OF ACTION AGAINST THE COUNTY OF INYO

on the following parties or attorneys for parties, as shown below:

County of Inyo Attention: Nate Greenberg Clerk of the Board County Administrative Officer & Clerk of the Board P.O. Box N Independence, California 93526 Emails: boardclerk@inyocounty.us; ngreenberg@inyocounty.us; dellis@inyocounty.us	John-Carl Vallejo Christian Milovich Office of the County Counsel County of Inyo PO Box M Independence, CA 93526-0612 Emails: jcvallejo@inyocounty.us cmilovich@inyocounty.us
Mark D. Harrison Sean K. Hungerford Sabrina E. Barr Harrison, Temblador, Hungerford & Guernsey LLP 2801 T Street Sacramento, CA 95816 Emails: mharrison@hthglaw.com shungerford@hthglaw.com sbarr@hthglaw.com	

Service was caused as follows:

✓ **BY FIRST-CLASS MAIL:** I am readily familiar with this business's practice for collecting and processing correspondence for mailing with the U.S. Postal Service. In the ordinary course of business, correspondence would be deposited with the U.S. Postal Service on the day on which it is collected. On the date written above, following ordinary business practices, I placed for collection and mailing at my place of business the attached document in a sealed envelope, with postage fully prepaid, addressed as shown above.

✓ **VIA ELECTRONIC MAIL:** I caused the document to be sent by electronic mail to the recipients at the e-mail addresses listed above. The document was served electronically from my place of business at 510 8th Street, Sacramento, California 95814 from my electronic service address at legal@semlawyers.com.

I declare under penalty of perjury that the foregoing is true and correct.
Executed at Sacramento, California on November 8, 2024.



Mae Ryan Empleo



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NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

November 12, 2024

Reference ID:
2024-861

Approval of Minutes of November 5 Board of Supervisors Meeting

Clerk of the Board

ACTION REQUIRED

ITEM SUBMITTED BY

Clerk of the Board

ITEM PRESENTED BY

Assistant Clerk of the Board

RECOMMENDED ACTION:

Approve the minutes from the regular Board of Supervisors meetings of November 5.

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 - 11/4/2024
Final Approval - 11/4/2024

ATTACHMENTS:

1. November 5, 2024 Draft Minutes

MINUTES



County of Inyo Board of Supervisors

November 5, 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 November 5, 2024, in the Board of Supervisors Room, County Administrative Center, Independence, with the following Supervisors present: Chairperson Matt Kingsley, presiding, Scott Marcellin, Jeff Griffiths, Jennifer Roeser and Trina Orrill. Also present: County Administrator Nate Greenberg, Assistant County Counsel John-Carl Vallejo, and Assistant Clerk of the Board Darcy Ellis.

*Closed Session
Public Comment*

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

Closed Session

Chairperson Kingsley recessed open session at 8:34 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); 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; No. 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 Black Walnut Partners. Under negotiation: price and terms of payment; and No. 4 **Public Employee Performance Evaluation – Pursuant to Government Code §54957** – Title: County Counsel.

Open Session

Chairperson Kingsley recessed closed session and reconvened the meeting in open session at 10:05 a.m. with all Board members present.

Pledge of Allegiance

Assistant Clerk of the Board/Public Relations Liaison Darcy Ellis led the Pledge of Allegiance.

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 that is required to be reported. Vallejo said that the Board would continue closed session deliberations later in the meeting for Item No. 4.

Introductions

The following new employees were introduced to the Board:

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

Employee Service Milestones

The Board recognized the following employees who reached service milestones during the Fourth Quarter of 2024, many of whom were in attendance to receive their commemorative pins:

- Patricia Wilder-Barton, 25 years – Public Administrator-Public Guardian
- Jeff Thomson, 25 years – Chief Probation Officer
- Melissa Best-Baker, 25 years – Health & Human Services
- Lauri Harner, 25 years; Riannah Reade, 20 years; Fernando Gutierrez-Crespo, 5

- years; Daniel Armogida, 5 years; and Joslyn Cash, 5 years – Sheriff's Department
- Rusty Huerta, 15 years – Auditor-Controller
- Morgan Maillet, 15 years, and Jaclyn Sharer, 5 years – District Attorney
- Kathryn Chaplin, 5 years, and Erika Jayne Hall, 5 years – CAO/Library
- Kelsey Ditty, 5 years – Public Works

Public Comment

The Chairperson asked for public comment related to items not calendared on the agenda and public comment was received from Lauralyn Hundley.

County Department Reports

Public Works Director Mike Errante provided updates on the Mt. Whitney Portal Road repair project, which is expected to reach completion by the end of the year, and the Courthouse HVAC project, expected to reach completion by January of 2025.

Public Works Transportation Planner Justine Kokx announced that Inyo County has been selected for a grant award by the California Transportation Commission for the "Connecting Tecopa: Bicycle and Pedestrian Safety Corridor Project." Kokx said that input provided by the Local Transportation Commissioners was vital in securing the maximum award of \$7.8 million. Supervisors thanked Kokx for being proactive and pursuing funding from this highly competitive grant and recognized how the project will significantly enhance the community of Tecopa.

HHS Director Anna Scott reported on Public Health October outreach opportunities, with mobile clinics made available to communities for flu vaccinations and oral health care. She recognized staff for their hard work.

Clerk of the Board – Minutes Correction

Moved by Supervisor Orrill and seconded by Supervisor Roeser to 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. Motion carried unanimously.

Clerk of the Board – Approval of Minutes

Moved by Supervisor Orrill and seconded by Supervisor Roeser to 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. Motion carried unanimously.

CAO-Broadband – LATA Grant Phase 2-B Onward Contract

Moved by Supervisor Orrill and seconded by Supervisor Roeser to 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. Motion carried unanimously.

CAO-Broadband – CETF Digital Equity Best Practices Grant

Moved by Supervisor Orrill and seconded by Supervisor Roeser to 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. Motion carried unanimously.

County Counsel – Assessment Appeals Board Formation

Moved by Supervisor Orrill and seconded by Supervisor Roeser to 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." Motion carried unanimously.

HHS – Crestwood Behavioral Health Invoice

Moved by Supervisor Orrill and seconded by Supervisor Roeser to authorize payment to Crestwood Behavioral Health for prior-year invoice in the amount of \$23,630. Motion carried unanimously.

Planning – Precision Civil

Moved by Supervisor Orrill and seconded by Supervisor Roeser to approve the contract between the County of Inyo and Precision Civil Engineering, Inc. for the provision of planning

<i>Engineering Agreement</i>	services in the amount not to exceed 2025,209,000 for the period of November 5, 2024, to December 31, 2025, and authorize the Chairperson to sign. Motion carried unanimously.
<i>Public Works – NIAAC Appointments</i>	Moved by Supervisor Orrill and seconded by Supervisor Roeser to 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. Motion carried unanimously.
<i>Public Works – Sierra Forever Special Event Fee Waiver</i>	Moved by Supervisor Orrill and seconded by Supervisor Roeser to 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. Motion carried unanimously.
<i>Public Works- Recycling & Waste Management – Caterpillar Excavator Purchase</i>	Moved by Supervisor Orrill and seconded by Supervisor Roeser to: <ul style="list-style-type: none"> 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. Motion carried unanimously.
<i>Public Works – Tartaglia Engineering Agreement</i>	Moved by Supervisor Orrill and seconded by Supervisor Roeser to 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. Motion carried unanimously.
<i>CAO-Motor Pool – Vehicle Purchase</i>	Moved by Supervisor Orrill and seconded by Supervisor Roeser to: <ul style="list-style-type: none"> A) Declare Jim Charlton 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. Motion carried unanimously.
<i>County Counsel – IWVGA Amicus Letter</i>	County Counsel Vallejo provided updates and a presentation on the Indian Wells Valley Groundwater Authority. Moved by Supervisor Griffiths and seconded by Supervisor Orrill to authorize County Counsel to submit an amicus letter in support of the Indian Wells Valley Groundwater Authority's writ petition. Motion carried unanimously.
<i>Public Works – Budget Amendment/Meyer Land Surveying Agreement Amendment No. 1</i>	Moved by Supervisor Roeser and seconded by Supervisor Marcellin to: <ul style="list-style-type: none"> 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 (<i>4/5ths vote required</i>); 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 (<i>4/5ths vote required</i>); 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. Motion carried unanimously.
<i>Agricultural Commissioner – 2023 Crop and Livestock Report</i>	The Board received a presentation on the 2023 Inyo County Crop and Livestock Report from Agricultural Commissioner Nathan Reade, who noted that the report is dedicated in memory of Senior Agricultural Biologist/Weights and Measures Inspector David Miller.
<i>CAO-Emergency Services – School Safety Month</i>	The Board received a presentation on School Safety Month activities at Bishop schools from Emergency Manager Mikaela Torres and Health & Human Services Prevention Specialist Caroline Hagopian.

Update

Recess/Reconvene

The Chairperson recessed the meeting for a break and to return to closed session at 12:36 p.m. and reconvened the meeting at 1:43 p.m. with all Board members present.

Report on Closed Session

County Counsel Vallejo reported that the Board met under Item No. 4 and that no action was taken during closed session that is required to be reported.

Board of Supervisors – Grant Guideline Updates

CAO Greenberg provided background information on the effort to update the guidelines for the Community Project Sponsorship Program grants and Assistant Clerk of the Board/Public Relations Liaison Ellis reviewed the proposed changes that were based on feedback from the Board on July 23 and compiled with input from the Auditor-Controller, Treasurer-Tax Collector, and past review panel members and grant recipients.

The Board asked that the maximum grant amount request be raised to \$7,500, from the proposed \$5,000, and that the sections stating competitive grant applications will be rejected if the applicants aren't current with their federal and state non-profit statuses be changed to state that funding will not be released until those entities are in compliance.

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to approve, as amended, the updated guidelines for the Community Project Sponsorship Program and new guidelines for County Marketing grants and the Grants-in-Support program. Motion carried unanimously.

County Counsel – County Financial Evaluation Officer Appointment/ Reso. No. 2024-36

Moved by Supervisor Orrill and seconded by Supervisor Marcellin to:

- 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).

Motion carried unanimously.

Board of Supervisors – CSAC Nominations

Moved by Supervisor Marcellin and seconded by Supervisor Roeser to appoint Supervisor Orrill as a director to serve on the California State Association of Counties (CSAC) Board of Directors for year 2024-2025 and Supervisor Griffiths to serve as alternate representative. Motion carried unanimously.

Public Comment

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

Board Member & Staff Reports

Supervisor Orrill said she attended meetings with the Eastern Sierra Transit Authority and the Eastern Sierra Council of Governments and thanked Clerk-Recorder Danielle Sexton, Bishop Unified School District Superintendent Katie Kolker, Emergency Services Manager Mikaela Torres, and Assistant Clerk of the Board Darcy Ellis for assisting with her quarterly community meeting. Orrill also took the time to highlight current committee vacancies and encouraged members of the public to volunteer.

Supervisor Kingsley said he attended the TecopaFest! event last weekend which benefits the Southern Inyo Fire Protection District.

Supervisor Griffiths provided information on an upcoming fundraiser to assist community members affected by the Willow Fire and said he attended meetings for the Eastern Sierra Transit Authority and a Justice, Equity, Diversity, and Inclusion learning session. Griffiths thanked voters for their participation in the 2024 election.

CAO Greenberg thanked the Elections Office for ensuring a safe and secure election and veterans for their service in advance of the Veterans Day holiday. Greenberg said he attended meetings for the Eastern Sierra Council of Governments and "Coffee with CAO" in Bishop and reminded staff there will be another "coffee" meeting next Thursday as well as the last formal class for the California State Association of Counties Leadership Academy on

Wednesday.

Assistant Clerk of the Board/Public Relations Liaison Ellis acknowledged Veterans Service Officer Gordon Greene and Maintenance staff for their efforts to have the courthouse in Independence and Consolidated Office Building in Bishop illuminated green in observance of “Operation Green Light” Nov. 4-11 to show support for veterans. She also provided additional information on current committee vacancies.

Supervisor Marcellin said he recently received positive feedback on the “Coffee with CAO” and encouraged CAO Greenberg to continue scheduling those meetings with staff.

Adjournment

The Chairperson adjourned the meeting at 2:48 p.m. to 8:30 a.m. Tuesday, November 12, 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



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 12, 2024

Reference ID:
2024-846

Letter Urging the Bureau of Land Management to Develop a Comprehensive Management Plan for the Amargosa Wild and Scenic River

Board of Supervisors

ACTION REQUIRED

ITEM SUBMITTED BY

Clerk of the Board

ITEM PRESENTED BY

Supervisor Kingsley

RECOMMENDED ACTION:

Approve and authorize the Chairperson to sign a letter urging the Bureau of Land Management to develop a comprehensive management plan for the Amargosa Wild and Scenic River.

BACKGROUND / SUMMARY / JUSTIFICATION:

A total of 29.7 miles of the Amargosa are designated as Wild and Scenic in Inyo and San Bernardino counties as a result of the Omnibus Public Lands Management Act in 2009 and then the John D. Dingell, Jr. Conservation, Management, and Recreation Act in 2016.

The Wild and Scenic Rivers Act requires that agencies managing rivers within the National Wild and Scenic Rivers System prepare – within three full fiscal years after the date of designation – a comprehensive management plan to provide for the protection of the river values (16 U.S. Code section 1274(d)(1)). The plan is to be developed after consultation with state and local governments, and shall “address resource protection, development of lands and facilities, user capacities, and other management practices necessary or desirable to achieve the purposes of this chapter ((16 U.S. Code section 1274(d)(1)).”

Development of a management plan is long overdue. Staff has prepared the attached letter to send to the Bureau of Land Management respectfully urging the agency to develop a management plan.

FISCAL IMPACT:

There are no fiscal impacts associated with this agenda item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board may request changes to the letter or decline to approve the letter. The latter option is not recommended as the Wild and Scenic River Act requires completion of a management plan within three years of a river's designation as Wild and Scenic and it has been eight years since the last section of river was designated and 15 years since the first section was designated.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Climate Resilience and Natural Resource Protection

APPROVALS:

Darcy Ellis	Created/Initiated - 10/23/2024
Darcy Ellis	Approved - 10/23/2024
Nate Greenberg	Final Approval - 11/5/2024

ATTACHMENTS:

1. Letter Re: Amargosa Management Plan



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



November 12, 2024

Marc Stamer, Manager
Barstow Field Office
Bureau of Land Management
2601 Barstow Rd.
Barstow, CA 92311

Dear Manager Stamer,

On behalf of the Inyo County Board of Supervisors, I write to respectfully urge the Bureau of Land Management to prepare and complete a comprehensive management plan for the Amargosa Wild and Scenic River, as required by the Wild and Scenic Rivers Act of 1968.

A total of 29.7 miles of the Amargosa are designated as Wild and Scenic in Inyo and San Bernardino counties as a result of the Omnibus Public Lands Management Act in 2009 and then the John D. Dingell, Jr. Conservation, Management, and Recreation Act in 2016.

The Wild and Scenic Rivers Act requires that agencies managing rivers within the National Wild and Scenic Rivers System prepare – within three full fiscal years after the date of designation – a comprehensive management plan to provide for the protection of the river values (16 U.S. Code section 1274(d)(1)). The plan is to be developed after consultation with state and local governments, and shall “address resource protection, development of lands and facilities, user capacities, and other management practices necessary or desirable to achieve the purposes of this chapter ((16 U.S. Code section 1274(d)(1)).”

A comprehensive management plan is needed to guide uses of the river, quantify its values, and preserve the values for which it was designated as Wild and Scenic.

The Inyo County Board of Supervisors respectfully urges the BLM to complete the required comprehensive management plan for the Amargosa Wild and Scenic River at the earliest opportunity.

Sincerely,

Supervisor Matt Kingsley
Chair, Inyo County Board of Supervisors



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

November 12, 2024

Reference ID:
2024-841

Fiscal Years 2020-2022 California Department of Aging Audit Findings and Payback

Health & Human Services

ACTION REQUIRED

ITEM SUBMITTED BY

Melissa Best-Baker, Deputy Director - Fiscal
Oversight and Special Operations

ITEM PRESENTED BY

Anna Scott, Health & Human Services Director

RECOMMENDED ACTION:

Authorize payment to California Department of Aging for prior-year audit findings in the amount of \$74,109.

BACKGROUND / SUMMARY / JUSTIFICATION:

In July 2024, the Health and Human Services Department received the final audit report for Fiscal Years 2020-2022 California Department of Aging funds that were advanced or carry-over from Fiscal Year 2019-2020. These financial findings were due to mis-reported direct expenditures from seven grants during the reporting period. While fiscal record keeping typically includes appropriate supporting backup, staffing changes and the many different grants coming into the department during COVID-19 response resulted in significant short-term challenges in managing the higher workload. During the audit for this time period, the Department found that there were expenditures that were missing supporting back-up. Even before receiving the results of this audit, the Department had been successful in filling vacant positions and has since developed an improved filing system for expenses that identifies the different funding sources in HHS budgets. The Department is also working with the Auditor's office and Personnel to possibly implement a grant tracking system in Finance Enterprise that is expected to further improve expenditure tracking.

The Department will be using 1991 Social Services Realignment funds to pay this invoice (500464). If approved, the money will be transferred into the ESAAA budget (683000) so that the invoice can be paid.

FISCAL IMPACT:

Funding Source	Social Services Realignment	Budget Unit	500464 and 683000
Budgeted?	Yes	Object Code	5499
Recurrence	One-Time Expenditure	Sole Source?	N/A

If Sole Source, provide justification below

Current Fiscal Year Impact

HHS will be using 1991 Social Services Realignment to pay this invoice (500464). The money will be transferred into the ESAAA budget (683000) and the invoice paid.

Future Fiscal Year Impacts

N/A

Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to authorize this payment for prior year audit findings. This is not recommended, however, as not paying this invoice could jeopardize future funding opportunities for senior services.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Enhanced Health, Social, & Senior Services

APPROVALS:

Melissa Best-Baker	Created/Initiated - 10/23/2024
Darcy Ellis	Approved - 10/25/2024
Anna Scott	Approved - 10/26/2024
Keri Oney	Approved - 10/28/2024
John Vallejo	Approved - 10/28/2024
Amy Shepherd	Approved - 11/4/2024
Anna Scott	Approved - 11/4/2024
Nate Greenberg	Final Approval - 11/5/2024

ATTACHMENTS:

1. FY 20-22 California Department of Aging Audit Invoice
2. Final Notification of Audit Determination for FY 20-22

DEPARTMENT OF AGING

2880 GATEWAY OAKS DRIVE, SUITE 200
SACRAMENTO, CA 95833
Internet Home Page: www.aging.ca.gov
TDD Only 1-800-735-2929
FAX Only (916) 928-2505
Main Office (916) 419-7500



July 23, 2024

Eastern Sierra Area Agency on Aging
Attn: Anna Scott, Director
1360 North Main Street Suite 201
Bishop, CA 93514

Dear Ms. Mann,

Enclosed is the Invoice and a copy of the Final Audit Determination that were previously submitted to you by the California Department of Aging (CDA) audit staff. For accounting purposes, please note that the all costs are allocated and invoiced separately based upon the fiscal year and funding source.

Below is the summary of the invoice amounts which total to the amount of the questioned costs:

Fiscal Year	Invoice #	Fund	Amount
FY 20/21	22AUD009	0001	\$26,086.00
FY 20/21	22AUD009	0890	\$3,187.00
FY 21/22	22AUD009	0001	\$9,723.87
FY 21/22	22AUD009	0890	\$35,112.13
Total Amount of Costs			<u>\$74,109.00</u>

If you need any additional information or documentation, please send email to accountsrec@aging.ca.gov.

Sincerely,

Prashika Maharaj
Accounting Administrator I (Supervisor)
Accounting Division

INVOICE

CALIFORNIA DEPARTMENT OF AGING
2880 Gateway Oaks Dr, Suite 200
Sacramento, CA 95833
Phone (916) 419-7522
Fax (916) 928-2505

July 23, 2024

TO: Eastern Sierra Area Agency on Aging
Anna Scott, Director
1360 North Main Street Suite 201
Bishop, CA 93514

DESCRIPTION		AMOUNT	
PSA 16		\$	74,109.00
Per the attached:	6/20/2024 Final Notice of Audit Determination		
FY 2020/21			
Federal Funds			
CONTRACT NO: AP00000016	Title III E	\$	3,187.00
Total of Federal Funds		\$	3,187.00
State Funds			
CONTRACT NO: AP00000016	GF Augm C-1 & C-2	\$	26,086.00
Total of Federal Funds		\$	26,086.00
Subtotal for FY 2020/21		\$	29,273.00
FY 2021/22			
Federal Funds			
CONTRACT NO: AP00000016	Title VII A	\$	12,565.00
CONTRACT NO: AP00000016	Title III C-1	\$	1,169.76
CONTRACT NO: AP00000016	Title III C-2	\$	2,733.12
CONTRACT NO: AP00000016	Title III B	\$	6,214.75
CONTRACT NO: AP00000016	Title III E	\$	6,214.75
CONTRACT NO: AP00000016	Title VII OMB	\$	6,214.75
Total of Federal Funds		\$	35,112.13
State Funds			
CONTRACT NO: AP00000016	Title III C-1	\$	1,257.24
CONTRACT NO: AP00000016	Title III C-2	\$	8,466.63
Total of State Funds		\$	9,723.87
Subtotal for FY 2021/22		\$	44,836.00
Please make payment within thirty (30) days to the "California Department of Aging" and note the invoice or contract number on the face of the check.			
TOTAL AMOUNT DUE		\$	74,109.00

CALIFORNIA DEPARTMENT OF AGING
Division of Administrative Services
2880 Gateway Oaks Drive, Suite 200
Sacramento, CA 95833
aging.ca.gov
TEL 916-419-7517
FAX 916-928-2267
TTY1-800-735-2929



June 20, 2024

Transmitted via email

Agency Code: PSA 16
Project Number: PSA-23-16

Anna Scott, Director
Eastern Sierra Area Agency on Aging
1360 North Main Street Suite 201
Bishop CA 93514

Re: Notice of Audit Determination
Planning and Service Area 16
Audit Period of July 1, 2019 through September 30, 2022

Final Report – Eastern Sierra Area Agency on Aging, Planning and Service Areas Audit

The California Department of Aging (CDA), Audits and Risk Management (ARM) Branch, has completed its audit of the Planning and Service Area 16 administered by the Eastern Sierra Area Agency on Aging (Agency), for the audit period of July 1, 2019 through September 30, 2022.

The enclosed Final Notice of Audit Determination report contains ARM's conclusions regarding the Agency's financial closeout reports, internal controls, and compliance requirements.

A draft Notice of Audit Determination report was issued on June 4, 2024, for review and comment. The Agency submitted an email response and additional supporting documentation on June 18, 2024; however, the email response is not included in the report. CDA's analysis of the response is included in the report, and based on the additional supporting documentation, Findings 1 and 2 have changed from the draft Notice of Audit Determination.

We appreciate the assistance and cooperation of the Agency. If you have any questions regarding the report, please contact Joe Hodges, Supervisor, External Provider Audits Bureau, at Joe.Hodges@aging.ca.gov or (916)928-8344.

Sincerely,

Joe Hodges
Supervisor, External Provider Audits Bureau

Enclosures

cc: via email:

Jeremy Jackson, Audit Chief, Audits and Risk Management Branch, CDA
Denise Likar, Deputy Director, Home and Community Living Division, CDA
Jena Sachs, Bureau Chief, External Provider Audits Bureau, CDA
Accounts Receivable, Accounting, CDA



FINAL NOTICE OF AUDIT DETERMINATION AUDIT REPORT

PLANNING AND SERVICE AREA 16
Eastern Sierra Area Agency on Aging
Fiscal Years 2020/21 through 2021/22

CALIFORNIA DEPARTMENT OF AGING
AUDITS AND RISK MANAGEMENT BRANCH
2880 GATEWAY OAKS, SUITE 200
SACRAMENTO, CA 95833
aging.ca.gov

June 2024
Project Code: PSA-23-16

RESULTS IN BRIEF

The California Department of Aging (CDA), Audits and Risk Management Branch conducted a fiscal and compliance audit of the Planning and Service Area (PSA) 16, administered by the Eastern Sierra Area Agency on Aging (Agency). CDA audit staff did identify weaknesses in internal controls, reportable conditions of compliance requirements, and deficiencies in financial reporting. A detail of the findings are noted in the Findings and Recommendations section of this report. Specifically, the following findings were noted during the audit:

Finding 1: Closeout Report & Insufficient Expenditures – Noncompliance, Internal Control Weakness and Fiscal Impact

Finding 2: Subrecipient Contract Resolution – Noncompliance and Internal Control Weakness

CDA audit staff determined the total recoverable funds for the audit period is \$74,109, of which \$29,273 are from Fiscal Year (FY) 2020/21 and \$44,836 are from FY 2021/22. The results are identified in the Findings and Recommendations section of this report.

BACKGROUND

CDA administers programs that serve older adults, adults with disabilities, family caregivers, and residents in long-term care facilities throughout the State. These programs are funded through the federal Older Americans Act (OAA), the Older Californians Act (OCA), and through the Medi-Cal program.

CDA contracts with the network of 33 Area Agencies on Aging (AAA), who directly manage a wide array of federal and state-funded services that provide meals; help finding employment; supportive services to assist older individuals as well as younger adults with disabilities to live as independently as possible; promote healthy aging and community involvement; and support family members in their vital care giving role.

CDA also contracts with 38 agencies that operate the Multipurpose Senior Services Program through the Medi-Cal home and community-based waiver for the elderly and certifies approximately 242 Adult Day Health Care Centers for participation in the Medi-Cal Community Based Adult Services (CBAS) Program.

To promote the Department's goal of every Californian having the opportunity to enjoy wellness, longevity and quality of life in strong healthy communities, CDA actively collaborates with many other State departments (and other entities) on transportation, housing and accessibility, emergency preparedness and response, wellness and nutrition, falls and injury prevention, improving services to persons with dementia, reducing fraud and abuse and many other issues.

The Agency is committed to ensuring that its seniors have the support and assistance necessary to promote their independence, as well as their overall safety and well-being.

¹During the audit scope, the Agency contracted with CDA to provide services, including:

- Supportive Services Programs (Title III B) – The OAA Title III B Supportive Services Program provides a variety of services to address functional limitations, maintain health and independence, and promote access to services. The Title III B Information and Assistance (I&A) Program is the entry point to services in a Planning and Service Area. I&A staff assess individuals' needs, make referrals to local services or programs in the communities, and follow-up with individuals to find out if service needs were met. In addition, I&A staff work with local agencies on disaster planning and preparedness activities to address older adults' needs during local or statewide disasters. The Title III B Supportive Services Program provides a variety of services, including but not limited to personal care, homemaker, and chore; adult day care/adult day health; case management; assisted transportation; transportation; legal assistance; telephone reassurance; I&A; and outreach.
- Congregate Nutrition Program (Title III C-1) – The OAA Title III C-1 Congregate Nutrition Program serves meals in a group (congregate) setting to individuals aged 60 or older. Sites also provide nutrition education, nutrition risk screening and nutrition counseling in some areas. The Program targets older individuals with the greatest economic or social need, with particular attention to low-income, minority older individuals, and older individuals living in rural areas. The Program encourages the use of volunteers and gives all participants the opportunity to contribute to the cost of the meal. Each meal must meet the nutritional standards outlined in the Dietary Guidelines for Americans and provide a minimum of one-third of the Dietary Reference Intakes.
- Home-Delivered Nutrition Program (Title III C-2) – The OAA Title III C-2 Home-Delivered Nutrition Program provides nutritious meals, nutrition education, and nutrition risk screening to individuals aged 60 or older that are homebound due to illness or disability, or are isolated. The Program targets homebound older individuals with the greatest economic or social need, with particular attention to low-income, minority older individuals, and older individuals living in rural areas. Program goals are to promote better health through nutrition, provide links to other supportive services, and reduce social isolation through contact with the individuals who deliver the meals. Each meal must meet the nutritional standards outlined in the Dietary Guidelines for Americans and provide a minimum of one-third of the Dietary Reference Intakes. Most Home-Delivered Nutrition Programs provide meals five days a week delivered by staff or volunteer drivers. In addition, programs provide nutrition education at least four times per year and nutrition counseling is available in some areas.
- Family Caregiver Support Program (Title III E) – The OAA Title III E Family Caregiver Support Program (FCSP) provides a variety of services to address the needs of informal, unpaid family caregivers. The Program provides service to: (1) informal

¹ <https://www.inyocounty.us/aging-social-services/aging-services>

caregivers of older adults; and (2) older relative caregivers (who are 55 years of age and older), with primary caregiving responsibilities for a child or individuals with a disability. Program services include, but are not limited to, respite care; support services; supplemental services; access assistance; and information services.

- Long-Term Care Ombudsman Program (LTCOP) – The OAA Title III B and Title VII A Ombudsman Program identifies, investigates and resolves complaints made by or on behalf of residents of long-term care (LTC) facilities that affect the residents' health, safety, welfare or rights. The Program also receives and investigates reports of suspected elder and dependent adult abuse occurring in LTC facilities, adult residential facilities, adult day programs, adult day health care facilities, intermediate care facilities for the developmentally disabled, congregate living health facilities, and adult residential facilities for persons with special health care needs. Local staff and volunteers witness advance health care directives and certain property transfers for residents in nursing facilities to ensure these transactions are entered into without undue influence. The Program also provides community education to inform the public about LTC services and issues that affect residents.

AUDIT OBJECTIVES AND SCOPE

CDA Audits and Risk Management Branch conducted an audit of the Agency's financial reporting, internal controls, and compliance requirements, in order to ensure compliance with applicable laws, regulations, grants and contract requirements.

Specifically, the audit objectives were to determine whether the Agency:

- Developed annual Financial Closeout Reports (Closeout Reports) that fairly represent the financial operations of the CDA-funded programs.
- Maintained adequate internal accounting and administrative controls to ensure expenditures reported to CDA were accurate and allowable.
- Maintained adequate internal controls and procedures to ensure compliance with applicable laws, regulations, and contract requirements.

This audit report represents the audit resolution of the Agency's contracts for the audit period of July 1, 2019 through September 30, 2022.

In performing our audit, we considered internal controls significant to the audit objectives. Agency management is responsible for ensuring accurate financial reporting and compliance with applicable laws, regulations, and contract requirements.

METHODOLOGY

To plan the audit, we gained an understanding of the Agency and respective programs, and identified relevant criteria, by interviewing Agency and CDA personnel, reviewing the standard agreement between CDA and the Agency, the Title 2 Code of Federal Regulations Part (CFR) Part 200, Title 45 CFR, Title 22 California Code of Regulations Division 1.8 CDA, 42 U.S. Code Chapter 35 Programs for Older Americans, and applicable Agency policies and procedures.

We conducted a risk assessment, including evaluating whether the Agency's key internal controls relevant to our audit objectives were properly designed, implemented and operating effectively. Key internal controls evaluated focused on key processes such as payroll/timekeeping, incurring and recording direct expenditures, allocating indirect costs, maintaining inventory of equipment, and contracting with subrecipients. Our assessment included conducting interviews with Agency personnel, observing processes, reviewing Agency policies and procedures, and testing transactions. Deficiencies in internal control that were identified during our audit, and determined to be significant within the context of our audit objectives, are included in this report.

Additionally, we assessed the reliability of the data from the Agency's accounting system, Finance Enterprise. To assess the reliability of data generated by this system, we interviewed Agency staff, reviewed information process flows, examined existing reports and documents, and reviewed system controls. We determined the data were sufficiently reliable to address the audit objectives.

Based on the results of our planning, we developed specific methods for gathering evidence to obtain reasonable assurance to address the audit objectives. To address our audit objectives, we performed the following procedures:

- Reviewed the standard agreement between CDA and the Agency, the Closeout Reports, and applicable policies and procedures.
- Examined the Agency's accounting records, timesheets, vendor contracts and invoices, cancelled checks, bank statements, purchase orders, Single Audit Reports, and subrecipient records.
- Examined a selection of claimed expenditures and determined whether they were allowable, program related, supported by accounting records, and properly recorded.
- Reviewed the claimed indirect costs to determine whether the Agency exceeded the maximum threshold amount allowable for indirect costs.
- Examined equipment records and physical equipment to determine whether the Agency properly maintained inventory of equipment.

We conducted this performance audit in accordance with generally accepted government auditing standards. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

SUMMARY ON REPORTING

Report on Financial Closeouts

CDA audit staff reviewed the Agency's audited financial statements and accounting records to determine if the amount reported in the Closeout Reports were allowable, supported, and accurately reported. CDA audit staff examined, on a test basis, evidence supporting the amounts claimed on the Closeout Reports, and determined whether costs were allowable and supported.

CDA audit staff determined that, except for the conditions referred to in the Findings and Recommendations section of the report, the Closeout Reports submitted by the Agency fairly presented the financial operations of the Agency (see Findings 1 and 2).

Report on Internal Controls

CDA audit staff reviewed internal controls, on a test basis, over financial reporting and compliance with certain provisions of laws, regulations, contracts and grant requirements. The purpose of the internal control review was to identify any deficiencies or weaknesses in internal controls that may have a material effect on the financial operations of the CDA-funded programs.

The Agency's single audit reports, prepared by Paige, Price & Company, Certified Public Accountants, did not identify any material internal control weaknesses or reportable conditions related to CDA-funded programs.

CDA audit staff identified reportable conditions that constitute a deficiency in internal controls as noted in the Findings and Recommendations section of this report (see Findings 1 and 2).

Report on Compliance Requirements

CDA examined compliance requirements, on a test basis, with certain provisions of laws, regulations, contracts and grant requirements. The purpose of our compliance requirement review was to identify any deficiencies or weaknesses over compliance that may have a material effect on the CDA-funded programs.

CDA audit staff identified reportable conditions of non-compliance as noted in the Findings and Recommendations section of this report (see Findings 1 and 2).

FINDINGS AND RECOMMENDATIONS

Finding 1: Closeout Reports & Insufficient Expenditures - Noncompliance, Internal Control Weakness and Fiscal Impact

Condition

Inconsistent Allocation Methodology:

The Agency allocates expenditures to the different programs based on the salary expenditures of the program; however, the Agency made adjustments to the allocations that caused the allocations to no longer align with the salary allocation methodology. The Agency didn't have support or explanations for the adjustments. CDA audit staff determined the Agency inconsistently applied their methodology.

Additionally, the Agency did not follow its allocation plan which states that certain expenditure categories are charged directly to the program it is used for.

Overstated/Unsupported Direct Expenditures on the Closeout Report:

CDA audit staff determined the Agency misreported direct expenditures on the Closeout reports identified below in Table 1 and Table 2 below. Recoverable amounts, if applicable, identified in Table 5 and Table 6 below.

Table 1

Closeout	Program	Closeout Reported Direct Expenditures	Audited Direct Expenditures	Overstated / Unsupported Direct Expenditures
Area Plan 2020/21	Title III C-2	\$305,113	\$293,874	\$11,239
Area Plan 2020/21	Title III E	\$20,570	\$17,384	\$3,186
AP-1920 A-3 General Fund Nutrition Augmentation	GF Augm. C-1 & GF Augm. C-2	\$21,402	\$0	\$21,402

Table 2

Closeout	Program	Closeout Reported Direct Expenditures	Audited Direct Expenditures	Overstated / Unsupported Direct Expenditures
Area Plan 2021/22	Title III C-2	\$413,723	\$406,024	\$7,699
Area Plan 2021/22	Title VII A	\$38,219	\$25,654	\$12,565
Families First Coronavirus Response Act (FFCRA)	Title III C-1	\$8,763	\$7,518	\$1,245
FFCRA	Title III C-2	\$17,596	\$14,905	\$2,691
Coronavirus Aid, Relief, and Economic Security (CARES) Act	Title IIIB, Title III C-2, Title III-E & Title VII OMB	\$80,015	\$64,637	\$15,378

Overstated/Unsupported Subrecipient Expenditures on the Closeout Report:

CDA audit staff determined the Agency misreported subrecipient expenditures on the Closeout reports identified below in Table 3 and Table 4 below. Recoverable amounts, if applicable, identified in Table 5 and Table 6 below.

Table 3

Closeout	Program	Closeout Reported Subrecipient Expenditures	Audited Subrecipient Expenditures	Overstated / Unsupported Subrecipient Expenditures
AP-1920 A-3 General Fund Nutrition Augmentation	GF Augm. C-1 & GF Augm. C-2	\$4,684	\$0	\$4,684

Table 4

Closeout	Program	Closeout Reported Subrecipient Expenditures	Audited Subrecipient Expenditures	Overstated / Unsupported Subrecipient Expenditures
FFCRA	Title III C-1	\$1,432	\$0	\$1,432
FFCRA	Title III C-2	\$3,044	\$0	\$3,044
CARES	Title IIIB, Title III C-2, Title III-E & Title VII OMB	\$29,375	\$28,119	\$1,256

Recoverable Awards:

CDA audit staff determined the Agency's awards for Title III E, Title VII A, FFCRA Title III C-1, FFCRA Title III C-2, CARES, and AP- 1920 A-3 General Fund Nutrition Augmentation exceeded the allowable amount as determined by the Agency's audited expenditures. These excessive awards result in an overpayment and recoverable amount of \$29,273 for FY 2020/21 as reported in Table 5 and \$44,836 for FY 2021/22 as reported in Table 6.

Table 5

Closeout	Program	Awarded	Audited Expenditures	Variance
Area Plan 2020/21	Title III E	\$22,309	\$19,122	\$3,187
AP- 1920 A-3 General Fund Nutrition Augmentation	GF Augm. C-1 & GF Augm. C-2	\$26,086	\$0	\$26,086
Total 2020/21 Recoverable				\$29,273

Table 6

Closeout	Program	Awarded	Audited Expenditures	Variance
Area Plan 2021/22	Title VIIA	\$38,219	\$25,654	\$12,565
FFCRA	Title III C-1	\$9,945	\$7,518	\$2,427
FFCRA	Title III C-2	\$19,890	\$14,905	\$4,985
CARES	Title IIIB, Title III C-2, Title III-E & Title VII OMB	\$107,096	\$82,237	\$24,859
Total 2021/22 Recoverable				\$44,836

Cause

The Agency stated the deviations from the allocation methodology were to ensure that all funds were expended.

The Agency did not maintain an accurate general ledger to Closeout reconciliation.

Effect

The Agency's Closeout reports for the contract and programs in Table 1, 2, 3, and 4 were inaccurate and result in \$74,109 of recoverable funds to be paid back to CDA.

The Agency was out of compliance with the Standard Agreement and CFR relating to internal controls, consistent accounting practices and not maintaining records to support the amounts awarded to the Agency. The Agency was out of compliance with the CFR relating to the internal controls and accuracy of reporting of Federal awards.

The Agency was out of compliance with the CFR relating to the internal controls and accuracy of reporting of Federal awards.

The Agency was out of compliance with the CFR and the Standard Agreement by not maintaining records to support the amounts awarded to the Agency.

Recommendation

The Agency must return the recoverable amount of \$74,109 to CDA upon request.

The Agency should ensure that it applies its methodology for allocating expenditures consistently and that if a cost allocation plan in place, it is followed.

The Agency should adhere to the Standard Agreement and the internal controls requirements in Title 2 CFR 200.303 and perform an accurate reconciliation of the general ledger to the Closeout report to ensure the Closeout reports submitted to CDA are accurate.

Criteria

Title 2 CFR 200.402 states in part:

Except where otherwise authorized by statute, costs must meet the following general criteria in order to be allowable under Federal awards:

(c) Be consistent with policies and procedures that apply uniformly to both federally-financed and other activities of the non-Federal entity.

Title 2 CFR 200.302 states in part:

(b) The financial management system of each non-Federal entity must provide for the following:

(2) Accurate, current, and complete disclosure of the financial results of each Federal award or program in accordance with the reporting requirements set forth in §§ 200.328 and 200.329.

(3) Records that identify adequately the source and application of funds for federally funded activities. These records must contain information pertaining to Federal awards ... and be supported by source documentation.

Title 2 CFR 200.303 states, in part:

The non-Federal entity must:

(a) Establish and maintain effective internal control over the Federal award that provides reasonable assurance that the non-Federal entity is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award.

The Standard Agreement between CDA and the Agency, Exhibit B, Article I, states, in part:

1. The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement.

Finding 2: Subrecipient Contract Resolution – Noncompliance and Internal Control Weakness

Condition

CDA audit staff determined the Agency did not complete subrecipient contract resolution as required by the Standard Agreement between the Agency and CDA. The Standard Agreement requires subrecipient contract resolution within 15 months of the Closeout report. This is a repeat finding from the prior CDA audit.

Single Audit Reports were obtained for all subrecipients that substantiated the amounts paid, therefore; no recoverable amount resulted.

Cause

The Agency stated they did not complete contract resolution during the audit scope due to challenges during the COVID-19 pandemic.

Effect

The Agency was out of compliance with the Standard Agreement and CFR by not completing contract resolution.

Recommendation

The Agency should review the Standard Agreement requirements regarding contract resolution and ensure contract resolution is completed.

Criteria

The Standard Agreement between the Agency and CDA, Exhibit D, Article X, states, in part:

3. Contract Resolution of Contractor's Subrecipients

The Contractor shall, at a minimum perform Contract resolution within fifteen (15) months of the "Financial Closeout Report."

The Contractor shall have the responsibility for resolving its contracts with subcontractors to determine whether funds provided under this Agreement are expended in accordance with applicable laws, regulations, and provisions of contracts or agreements.

Contract resolution includes:

c. Reconciling expenditures reported to the Contractor to the amounts identified in the single audit or other type of audit if the Subcontractor was not subject to the single audit requirements. For a subcontractor who was not required to obtain a single audit and did not obtain another type of audit, the reconciliation of expenditures reported to CDA must be accomplished through performing alternative procedures (e.g., risk assessment [2

CFR 200.331 and 45 CFR 75.352], documented review of financial statements, and documented expense verification, including match, etc.).

9. The Contractor shall prepare a summary worksheet of results from the contract resolutions performed of all subcontractors. The summary worksheet shall include, but not be limited to, contract amounts; amounts resolved; amounts of match verified, resolution of variances; recovered amounts; whether an audit was relied upon or the Contractor performed an independent expense verification review (alternative procedures) of the Subcontractor in making a determination; whether audit findings were issued; and, if applicable, issuance date of the management letter; and any communication or follow-up performed to resolve the findings.

Title 2 CFR 200.303, Internal Controls states that the non-Federal entity must:
(a) Establish and maintain effective internal control over the Federal award that provides reasonable assurance that the non-Federal entity is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award.

CONCLUSION

CDA ARM Branch limited this audit to the areas specified in the objectives and scope section of this report. Selected testing procedures provide reasonable, but not absolute, assurance that these transactions complied with the laws, regulations, grants, and contract requirements except as noted in this report. The conclusions outlined in this report are based on information made available or otherwise obtained at the time this report was prepared.

Joe Hodges
Supervisor, External Provider Audits Bureau

Audit Staff: Gabrielle Gilmore, Associate Management Auditor
Jena Sachs, External Provider Audits Bureau Chief

AGENCY'S RESPONSE AND AUDITS' ANALYSIS

Summary of Agency's Response

The Agency submitted an email response on June 18, 2024, stating that they partially agree with the audit findings.

Finding 1

Inconsistent Allocation Methodology: No response was provided.

Overstated/Unsupported Direct Expenditures on the Closeout Report:

Table 1: The Agency agreed with the direct expenditure variances.

Table 2: The Agency agreed with the Area Plan 2020/21 Title VII A direct expenditure variance. The Agency disagreed with the Area Plan 2021/22 Title III C-2 variance, FFCRA Title III C-1, FFCRA Title III C-2, and CARES variances and provided documentation.

Overstated/Unsupported Subrecipient Expenditures on the Closeout Report:

Table 3: No response was provided.

Table 4: No response was provided for the FFCRA Title III C-1 and FFCRA Title III C-2 variances. The Agency disagreed with the CARES variance and provided documentation.

Recoverable Awards: No response was provided.

Finding 2:

The Agency did not indicate whether they agreed or disagreed with the finding but provided documentation to mitigate the recoverable amount.

Audits Analysis of Agency's Response

Finding 1:

Inconsistent Allocation Methodology: As the Agency provided no response to the draft report, no changes were made to the final report.

Overstated/Unsupported Direct Expenditures on the Closeout Report:

Table 1: As the Agency was in agreement with the draft report, no changes were made to the final report.

Table 2:

Area Plan 2021/22 Title III C-2 variance. The Agency's stated that expenditures were excluded from the audited direct expenditures, however, the expenditures that the Agency indicated were excluded were already verified in different CDA-funded programs. No changes were made to the final report.

Area Plan 2021/22 Title VII A variance. As the Agency was in agreement with the draft report, no changes were made to the final report.

FFCRA Title III C-1 variance. The Agency provided documentation to support an additional \$7,518 of direct expenditures. As a result, Finding 1 has been modified.

FFCRA Title III C-2 variance. The Agency provided documentation to support an additional \$3,667 of direct expenditures. As a result, Finding 1 has been modified.

CARES variance. The Agency provided documentation to support an additional \$10,519 of direct expenditures. As a result, Finding 1 has been modified.

Overstated/Unsupported Subrecipient Expenditures on the Closeout Report:

Table 3: As the Agency provided no response to the draft report, no changes were made to the final report.

Table 4:

FFCRA Title III C-1 variance. As the Agency provided no response to the draft report, no changes were made to the final report.

FFCRA Title III C-2 variance. As the Agency provided no response to the draft report, no changes were made to the final report.

CARES variance. The Agency provided documentation to support an additional \$17,708 of subrecipient expenditures. As a result, Finding 1 has been modified.

Recoverable Awards:

Table 5: No additional support for excessive awards was received, no changes were made to the final report.

Table 6:

Area Plan Title VII A variance. No additional support for excessive awards was received, no changes were made to the final report.

FFCRA Title III C-1, FFCRA Title III C-2, and CARES variance. Additional expenditures were verified in tables 2 and 4. As a result, Finding 1 has been modified.

Finding 2:

The Agency provided the Single Audit Reports to substantiate the expenditures paid to the subrecipient, California Indian Legal Services, therefore; the recoverable amount has been mitigated. As a result, Finding 2 has been modified.



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 12, 2024

Reference ID:
2024-842

Fiscal Year 2017-2018 California Department of Public Health, Disaster Preparedness Audit Findings and Payback

Health & Human Services

ACTION REQUIRED

ITEM SUBMITTED BY

Melissa Best-Baker, Deputy Director - Fiscal Oversight and Special Operations

ITEM PRESENTED BY

Anna Scott, Health & Human Services Director

RECOMMENDED ACTION:

Authorize payment to California Department of Public Health for prior-year audit findings in the amount of \$15,546.

BACKGROUND / SUMMARY / JUSTIFICATION:

In July 2024, the Health and Human Services Department received the final audit report for Fiscal Year 2017-18 Disaster Preparedness Grants. The financial findings resulted from the Department not transferring the monies from the trust in a timely manner, which resulted in excessive interest earnings. California Health and Safety Code, section 101317(f) and State guidance allows interest earned up to \$500, but requires any additional interest earned be submitted back to the California Department of Public Health. The findings also included an error in the workbook used for tracking and reporting personnel expenses, which led to an overage of personnel expenses being claimed. The Department has developed a new process to ensure all claims and workbook formulas are reviewed by two staff prior to submission to ensure that these errors do not happen again.

The funds used for repayment resulting from these audit findings are available in the specific trust accounts (105102 and 105103). If approved, the funds will be transferred into the Health budget (045100) so that the invoice can be paid.

FISCAL IMPACT:

Funding Source	Grant Funded (California Department of Public Health)	Budget Unit	105102, 105103, 045100
Budgeted?	Yes	Object Code	5265
Recurrence	One-Time Expenditure	Sole Source?	N/A

If Sole Source, provide justification below

Current Fiscal Year Impact

These monies are available in the specific trust accounts (105102 and 105103). They will be transferred into the Health budget (045100) to pay the invoice in the amount of \$15,546.

Future Fiscal Year Impacts

N/A

Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve this payment for audit findings. This is not recommended, however, as not paying this invoice could jeopardize future funding opportunities for disaster preparedness funding in Public Health.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

High Quality Services | Public Safety and Emergency Response

APPROVALS:

Melissa Best-Baker	Created/Initiated - 10/23/2024
Darcy Ellis	Approved - 10/25/2024
Anna Scott	Approved - 10/26/2024
Keri Oney	Approved - 10/28/2024
John Vallejo	Approved - 10/28/2024
Amy Shepherd	Approved - 11/4/2024
Anna Scott	Approved - 11/4/2024
Nate Greenberg	Final Approval - 11/5/2024

ATTACHMENTS:

1. FY 17-18 California Department of Public Health Audit Invoice
2. SFY 2017-18 - Final Audit Report



TOMÁS J. ARAGÓN, M.D., Dr.P.H.
Director and State Public Health Officer

State of California—Health and Human Services Agency
California Department of Public Health



GAVIN NEWSOM
Governor

INYO COUNTY
P.O. BOX R
INDEPENDENCE, CA 93526-0619
ATTN: FISCAL UNIT

INVOICE NO: CPR01028

DATE: JULY 18, 2024
DUE: UPON RECEIPT

FOR:

FFY 17/18 CONTRACT # 17-10159

TYPE OF GRANT: PHEP

ACCOUNTS RECEIVABLE PROJECT ID: 426511207L000000

ACCOUNTS RECEIVABLE PROJECT ACTIVITY: WP17PCA50208000 AMOUNT:\$ 2,009.00

TYPE OF GRANT: HPP

ACCOUNTS RECEIVABLE PROJECT ID: 426511107L000000

ACCOUNTS RECEIVABLE PROJECT ACTIVITY: WP17PCA50107000 AMOUNT :\$13,447.00

BILLING FOR AUDIT FINDING/ INTEREST EARNED

1615 CAPITOL AVE, MS 7002
SACRAMENTO, CA 95814

ATT: LOUISE KARSTEN (916) 719-6123

CC: CPR – CENTER FOR PREPAREDNESS AND RESPONSE

TOTAL DUE: \$15,546.00

(PLEASE DETACH AND MAIL WITH PAYMENT)

MAKE CHECK PAYABLE TO:

DEPARTMENT OF PUBLIC HEALTH
ACCTOUNTING SECTION, 73.2.230,
MS 1601 P.O. BOX 997376
SACRAMENTO, CA 95899-7376

INVOICE AMT : \$15,546.00
LESS PAYMENT/ADJ: (\$0.00)
TOTAL DUE: \$15,546.00

FROM:

INYO COUNTY
INVOICE NO: CPR01028



Fi\$Cal Supplier ID	Vendor Name	Attn.	Address	City	State	Zip	Invoice Amount	Reason	Grant	State Fiscal Year
44216	Inyo County	Fiscal Unit	PO Box R	Independence	CA	93526-0619	\$ 2,099.00	Interest Earned	PHEP	17/18
44216	Inyo County	Fiscal Unit	PO Box R	Independence	CA	93526-0619	\$ 13,447.00	Audit Finding/Interest Earned	HPP	17/18
State Fiscal Year	Account / Alt Account	Program	Project ID	Activity ID	Reporting Structure	Service Location	Fund	Approp Ref	Contract #	Fi\$Cal Voucher #
17/18	5432000/5432000005	4040010002	426511207L00000	WP17PCA50208000	42657410	50208	0890	111	17-10159	00072708
17/18	5432000/5432000005	4040010001	426511107L00000	WP17PCA50107000	42657410	50107	0890	111	17-10159	00072864



SONIA Y. ANGELL, MD, MPH
State Public Health Officer & Director

State of California—Health and Human Services Agency
California Department of Public Health



GAVIN NEWSOM
Governor

July 13, 2020

Inyo County Health and Human Services
Attn: Anna Scott, HHS Deputy Director –
Public Health and Prevention Division
207 A.W. South Street
Bishop, CA 93514

SUBJECT: Inyo County – Final Audit Report
Public Health Emergency Preparedness (PHEP) and
Hospital Preparedness Program (HPP) grant programs

Enclosed is the California Department of Public Health (CDPH), Office of Compliance's final audit report for Inyo County's administration of its PHEP and HPP grants during state fiscal year 2017-18. The findings section of this report provides instances of noncompliance with applicable requirements. The county should follow-up with its assigned contract manager within CDPH's Emergency Preparedness Office (EPO) to resolve the findings.

If the county wishes to appeal any finding in this report, it may do so by filing a written notice of disagreement with the Department of Health Care Services' Office of Administrative Hearings & Appeals within 60 days from the date of this letter. For more information regarding the appeal process or any questions regarding this report, please contact Dave Edwards, Deputy Chief, Grant Compliance Unit - Office of Compliance, at 916-306-2262, or dave.edwards@cdph.ca.gov.

We appreciate the assistance and cooperation of your office and staff during the audit.

Sincerely,

MONICA VAZQUEZ
Chief, Office of Compliance
CDPH

Enclosures: Inyo County – Final Audit Report

cc: Melissa Best-Baker, Senior Management Analyst, Inyo County Health and Human Services
Emergency Preparedness Office, CDPH



Grant Compliance Audit Report

INYO COUNTY

INDEPENDENCE, CALIFORNIA

**PUBLIC HEALTH EMERGENCY PREPAREDNESS PROGRAM (PHEP)
& HOSPITAL PREPAREDNESS PROGRAM (HPP)**

Grant Agreement No. 17-10159

Federal Domestic Assistance Numbers 93.074, 93.069 & 93.889

FISCAL PERIOD: JULY 1, 2017 TO JUNE 30, 2018



July 2020

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Executive Summary

The California Department of Public Health's (CDPH) Office of Compliance presents its grant compliance audit report of Inyo County (Inyo) as required by federal subrecipient monitoring guidance. This audit focused on the county's Public Health Emergency Preparedness (PHEP) Program and Hospital Preparedness Program (HPP) grant expenditures and processes during State Fiscal Year (SFY) July 1, 2017 through June 30, 2018 (SFY 2017-18).

This audit report includes the following audit findings:

PHEP

Finding 1 – Inyo's Schedule of Expenditures of Federal Awards (SEFA) Overstated PHEP Expenditures and Did Not Include All Relevant Catalog of Federal Domestic Assistance Numbers.

Finding 2 – Inyo Retained \$2,099 of Interest Earned on PHEP Funds that Must be Returned to the CDPH's Emergency Preparedness Office (EPO).

HPP

Finding 1 – Inyo's SEFA Did Not Separately Report HPP Expenditures and Did Not Include All Relevant Catalog of Federal Domestic Assistance Numbers.

Finding 2 – Inyo Retained \$2,716 of Interest Earned on HPP Funds that Must be Returned to the EPO.

Finding 3 – Accounting Errors Resulted in Inyo Overcharging \$10,731 to its SFY 2017-18 HPP Grant for Personnel Salaries and Indirect Costs.

Key Recommendations – Inyo should:

- Separately report expenditures for the PHEP and HPP grants under their own respective CFDA numbers of 93.069 and 93.889 and include reference to the combined CFDA number 93.074 in future annual SEFAs.
- Return to EPO \$2,099 interest earned on PHEP funds and \$2,716 of interest earned on HPP funds during SFY 2017-18.
- Implement annual procedures to verify interest earned on PHEP and HPP grant funds and remit interest earned in excess of \$500 to the EPO.
- To maximize available funds for program purposes, consider periodically transferring funds out of the PHEP and HPP deposit accounts to cover the county's PHEP and HPP grant expenditures.

- Return \$10,731 to the EPO to correct its error in overcharging the HPP grant for personnel salaries and indirect costs.
- Improve its processes to ensure personnel salaries and indirect costs invoiced to EPO accurately reflect work performed.
- Improve its efforts to ensure that all personnel responsible for administering the PHEP and HPP grants are aware of and comply with applicable laws, regulations, rules, and federal funding guidelines.

County Comments

Inyo County provided a brief email response indicating it agreed with the findings in the audit report and will work to implement the recommendations. Refer to Appendix C on page 21 for the county's full response.

Introduction

The CDPH Office of Compliance's Grant Compliance Unit (hereinafter referred to as "we") conducts fiscal and compliance audits of the local agencies that receive PHEP and HPP grants from CDPH. The audits are required as part of CDPH subrecipient monitoring responsibilities. In this audit, we reviewed Inyo's expenditures and grant program processes to evaluate its compliance with the grant contract and applicable laws and regulations.

BACKGROUND

The PHEP program is funded by the U.S. Department of Health and Human Services (HHS) under Section 319C-1 of the Public Health Service (PHS) Act (42 USC 247d-3a). The purpose of this program is to upgrade and integrate state and local public health jurisdictions' preparedness for and response to bioterrorism and other public health emergencies with federal, state, local and tribal governments, the private sector, and non-governmental organizations. These efforts support the National Response Framework, which guides how the nation responds to all types of hazards including infectious disease outbreaks; natural disasters; biological, chemical, and radiological incidents; and explosions.

The HPP program is funded by the HHS under Section 319C-2 of the PHS Act (42 USC 247d-3b). The purpose of this program is to improve surge capacity and enhance community and hospital preparedness for public health emergencies. Funds from HPP are used to build medical surge capability through planning, personnel, equipment, and training and exercise capabilities at the state and local levels.

Inyo is under a five-year grant contract with CDPH for the PHEP and HPP programs, beginning July 1, 2017 and ending June 30, 2022. The State Fiscal Year (SFY) begins July 1 and ends June 30. During our audit period, SFY 2017-18, Inyo expended the following federal PHEP and HPP funds:

Program	State Fiscal Year	Authorized Budget	Expenditures	Total Unexpended Funds
PHEP	7/1/17 – 6/30/18	\$110,023.00	(\$108,170.41)	\$1,852.59
HPP	7/1/17 – 6/30/18	\$114,711.07	(\$99,006.10)	\$15,704.97
Total		\$224,734.07	(\$207,176.51)	\$17,557.56

SCOPE AND METHODOLOGY

We conducted the audit in accordance with generally accepted government auditing standards. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our audit findings and conclusions. During the audit, we determined a reliability assessment of the data from Inyo's financial systems was not necessary, as other sources of evidence were available to complete the audit objectives. We

believe the evidence obtained provides a reasonable basis for our audit findings and conclusions based on our audit objectives.

The scope of the audit was limited to determining whether SFY 2017-18 expenditures and grant program processes complied with applicable laws, rules, regulations, and best practices. We reviewed financial records to ensure the existence of proper documentation and the accuracy of invoices submitted to the CDPH's Emergency Preparedness Office (EPO) for reimbursement. We assessed the accounting principles used and significant estimates made by Inyo management personnel. We examined, on a test basis, evidence supporting the amounts the county included in the expenditure reports and invoices it submitted to EPO, and performed substantive testing to evaluate compliance with key program requirements:

- Recorded and reported program funds awarded are expended in accordance with terms of the grant contract with the CDPH;
- Payments are for actual costs and reflect amounts billed to the state;
- Payments are for services rendered; and
- Grant funds did not supplant existing levels of state and local funding.

The laws, regulations and other criteria applicable to the audit include Title 45 Code of Federal Regulations (CFR) Part 75 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (Uniform Guidance); California Health and Safety Code Sections 101315 through 101319; EPO policies and procedures outlined in local grant application and guidance (local grant guidance); and the grant contract between Inyo and CDPH.

The audit does not constitute a financial statement audit; therefore, we do not express an opinion on Inyo's financial statements. In addition, the audit did not include an evaluation of Inyo's progress in reaching PHEP or HPP program goals and objectives. EPO contract managers separately monitor counties' and other subrecipients' performance through the review of periodic performance reports, site visits, and other activities.

INTERNAL CONTROL ASSESSMENT

Inyo's management is responsible for establishing and maintaining effective internal controls to ensure compliance with requirements for the administration of federal grant funds. In planning and performing our audit, we considered the county's internal controls having a direct and material effect on its compliance with PHEP and HPP program requirements. In addition, we used procedures to test and report on internal control over compliance in accordance with the Uniform Guidance.

However, our consideration of internal control was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies; therefore, material weaknesses or significant deficiencies may exist that have not been identified. Accordingly, we do not express an opinion on the effectiveness of Inyo's internal control over compliance.

AUDIT AUTHORITY

Section 101317 of the California Health and Safety Code requires CDPH to conduct an audit every three years of PHEP and HPP grant subrecipients. This audit helps fulfill that requirement. Additionally, the grant contract between CDPH and the counties and other subrecipients allows for audits of the respective grant programs.

Fiscal and Compliance Items Reviewed*

As part of our audit, we completed the following steps:

Audit Requirement	✓ Checked whether the Single Audit Report for Inyo County was completed by an independent CPA
	✓ Determined whether the audit report contained relevant findings
Expenditure Testing	✓ Verified whether expenditure reporting to CDPH sampled and agreed with county documents
	✓ Verified whether accounting system documentation matched expenditures
Internal Controls	✓ Assessed whether internal controls related to the PHEP and HPP Grant program were adequate
	✓ Reviewed whether fiscal control processes were in place and appropriate
Grant Compliance	✓ Tested for compliance with the grant contract requirements
	✓ Verified whether the county is adhering to CDPH's EPO Guidance and the grant contract
EPO Local Grant Guidance	✓ Assessed whether EPO's monitoring of the county was adequate
	✓ Reviewed program documents required of the subrecipient for funding
Personnel Expenditure Testing	✓ Tested whether employee salary and benefit expenses were paid in accordance with the grant contract, laws, and regulations
	✓ Confirmed whether salaries paid by grant funds were for positions properly allocated to the PHEP and HPP grant programs
Travel Expenditure Testing	✓ Tested whether travel expenses were allowable and contained adequate back-up documentation
	✓ Verified whether expenditures were within CA State Travel Policy requirements
Operating Expenditure Testing	✓ Determined whether supplies reported to EPO matched county documentation
	✓ Verified whether accounting ledgers and systems matched the invoices submitted
Equipment Expenditure Testing	✓ Tested whether equipment purchased was applicable to the grant contract
	✓ Verified whether equipment was allowable and appropriate to the respective grant and Office of Management and Budgets (OMB) Guidance
Other Expenditure Testing	✓ Tested whether "other" expenses were allowable and applicable to PHEP and HPP
	✓ Verified whether "other" expenses in the budget were allowable under Federal Uniform Guidance and matched EPO approved budget items
Indirect Expenditure Testing	✓ Verified whether indirect expenses were appropriately allocated
	✓ Verified the indirect cost rate allocation method and expenditure documentation to confirm whether the percentage amount of the cost rate was accurate
Subcontract Monitoring	✓ Reviewed the appropriateness of subcontracts and monitoring methods
	✓ Confirmed whether all subcontracts were approved by EPO and adequately monitored by the county

*The list above describes the scope of possible testing for fiscal and compliance matters as they relate to the federal grant. It does not indicate compliance or non-compliance for any items listed. If we discover areas of non-compliance, we list them in the findings section of the report. A report without findings indicates we observed no instances of non-compliance during the audit period.

Audit Results - PHEP

PHEP Finding #1 – Inyo County’s Schedule of Expenditures of Federal Awards (SEFA) Overstated PHEP Expenditures and Did Not Include All Relevant Catalog of Federal Domestic Assistance (CFDA) Numbers

Condition

Inyo overstated PHEP expenditures in its fiscal year 2017-18 SEFA. As the table on page three of this report shows, the county’s total SFY 2017-18 PHEP expenditures were \$108,170. Its SEFA reported PHEP expenditures totaling \$207,177, which inappropriately included \$99,006 of HPP expenditures.

In addition to not separating reporting PHEP and HPP expenditures, the county’s SEFA also did not include CFDA number 93.074. This CFDA number is identified in Inyo’s grant agreement with CDPH and is affiliated with PHEP and HPP under an aligned cooperative agreement.¹ It should therefore be included in the SEFA in accordance with Section 75.510(b) of the Uniform Guidance. For illustration purposes, the following table shows how the programs are related:

Program Name	SFY 2017-18 Expenditures
CDFA 93.074 – Hospital Preparedness Program (HPP) and Public Health Emergency Preparedness (PHEP) Aligned Cooperative Agreements	
CFDA 93.069 – Public Health Emergency Preparedness	\$ 108,170.41
CFDA 93.889 – Hospital Preparedness Program	\$ <u>99,006.10</u>
Total	\$ 207,176.51

Criteria

Section 75.302 of the Uniform Guidance requires the identification of all federal awards received and expended by the applicable CFDA title and number. Furthermore, the total awards expended for each individual federal program should be reported separately.

Section 75.508(b) of the Uniform Guidance requires the preparation of appropriate financial statements, including the SEFA, in accordance with Section 75.510.

Section 75.510(b) of the Uniform Guidance requires the SEFA to list individual federal programs by identifying CFDA number and include the total amounts expended for each program.

¹ The Catalog of Federal Domestic Assistance available at <https://beta.sam.gov/help/assistance-listing> describes each program.

Cause/Consequence

Inyo acknowledged that the PHEP expenditures it reported in its SFY 2017-18 SEFA included HPP expenditures, and that it did not separately report HPP expenditures. The county indicated it would let its auditor know about the issue so that it can be corrected in future years.

Incorrect identification of programs and expenditures in the SEFA will mislead users of the county's single audit report. Specifically, users could draw incorrect conclusions about the county's PHEP federal award.

Recommendation

- In the future, Inyo should separately report expenditures for the PHEP and HPP grants under their own respective CFDA numbers of 93.069 and 93.889 and include reference to the combined CFDA number 93.074 in the annual SEFA.

PHEP Finding #2 – Inyo County Retained \$2,099 of Interest Earned on PHEP Funds that Must be Returned to the CDPH's EPO

Condition

Inyo owes \$2,099 in interest funds to EPO. As indicated in the table below, Inyo earned \$2,599 of total interest on PHEP funds during SFY 2017-18.

Inyo County - Interest Earned on PHEP Funds - Fiscal Year 2017-18						
1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Total Interest	Allowed to Retain	Amount to be Returned
\$461	\$815	\$568	\$755	\$2,599	\$500	\$2,099

California law and EPO's local grant guidance allow subrecipients to retain \$500 of interest earned on PHEP funds each year and require any additional interest be returned to CDPH.

Criteria

California Health and Safety Code, section 101317(f) and EPO's local grant guidance allow interest earned up to \$500 per year to be retained by a non-Federal entity for administrative expenses and require any additional interest to be remitted annually back to CDPH.

Cause/Consequence

Inyo held PHEP funds in a separate depository account longer than required. When subrecipients receive federal funds, they are required to deposit the funds into separate depository accounts. For example, when a county receives PHEP funds, under state law, it must deposit them into an account solely designated for PHEP funds.

In many circumstances, such as with Inyo, subrecipients have expended PHEP funds before they receive them. CDPH's disbursements follow 45 CFR 75.305(b)(4). It advances an initial cash payment to cover subrecipients' disbursement needs for the first quarter of the year.

Thereafter, it reimburses subrecipients for their actual cash disbursements. Specifically, counties submit periodic invoices requesting CDPH to pay them back for expenses they have incurred.

Once a subrecipient expends PHEP funds, it is no longer required to hold them in a special depository account. It can withdraw the funds, either to directly pay for allowable PHEP costs incurred by program operations or to reimburse itself for PHEP expenditures it has paid from its other operating account(s). So, although Inyo must initially deposit the PHEP funds it receives from CDPH into a separate depository account, it can immediately transfer the funds back out to cover expenses it has incurred.

Inyo delayed moving PHEP funds out of the depository account to cover costs it incurred. As the above table shows, this resulted in \$2,599 of interest being earned during SFY 2017-18. California law is clear regarding funds in the depository accounts. Any interest earned over \$500 must be returned to CDPH on an annual basis. Although Inyo could have transferred the funds out of the deposit account to cover legitimate expenses it had paid for out of its own accounts, it chose to leave the PHEP funds in the depository account. As a result, Inyo owes \$2,099 of interest funds to CDPH.

Recommendations

- Inyo should return \$2,099 of interest earned on PHEP funds during SFY 2017-18 to CDPH's EPO.
- Inyo should implement annual procedures to verify interest earned on PHEP funds, and remit interest earned in excess of \$500 to the EPO.
- To maximize available funds for program purposes, Inyo should consider periodically transferring funds out of the PHEP deposit account to cover the county's PHEP expenditures.

Audit Results - HPP

HPP Finding #1 – Inyo County’s SEFA Did Not Separately Report HPP Expenditures and Did Not Include All Relevant CFDA Numbers

Condition

Inyo did not separately report HPP expenditures on its SEFA. Rather, it combined HPP expenditures with the expenditures it reported for the PHEP grant.

The county’s SEFA also did not include CFDA number 93.074. This CFDA number is identified in Inyo’s grant agreement with CDPH and is affiliated with PHEP and HPP under an aligned cooperative agreement.² It should therefore be included in the SEFA in accordance with Section 75.510(b) of the Uniform Guidance. For illustration purposes, the following table shows how the programs are related:

Program Name	SFY 2017-18 Expenditures
CDFA 93.074 – Hospital Preparedness Program (HPP) and Public Health Emergency Preparedness (PHEP) Aligned Cooperative Agreements	
CFDA 93.069 – Public Health Emergency Preparedness	\$ 108,170.41
CFDA 93.889 – Hospital Preparedness Program	\$ <u>99,006.10</u>
Total	\$ 207,176.51

Criteria

Section 75.302 of the Uniform Guidance requires the identification of all federal awards received and expended by the applicable CFDA title and number. Furthermore, the total awards expended for each individual federal program should be reported separately.

Section 75.508(b) of the Uniform Guidance requires the preparation of appropriate financial statements, including the SEFA, in accordance with Section 75.510.

Section 75.510(b) of the Uniform Guidance requires the SEFA to list individual federal programs by identifying CFDA number and include the total amounts expended for each program.

Cause/Consequence

Inyo acknowledged that the PHEP expenditures it reported in its SFY 2017-18 SEFA included HPP expenditures, and that it did not separately report HPP expenditures. The county indicated it would let its auditor know about the issue so that it can be corrected in future years.

² The Catalog of Federal Domestic Assistance available at <https://beta.sam.gov/help/assistance-listing> describes each program.

Incorrect identification of programs and expenditures in the SEFA will mislead users of the county's single audit report. Specifically, users could draw incorrect conclusions about the county's PHEP federal award.

Recommendations

- In the future, Inyo should separately report expenditures for the PHEP and HPP grants under their own respective CFDA numbers of 93.069 and 93.889 and include reference to the combined CFDA number 93.074 in the annual SEFA.

HPP Finding #2 – Inyo County Retained \$2,716 of Interest Earned on HPP Funds that Must be Returned to the EPO

Condition

Inyo owes \$2,716 in interest funds to EPO. As indicated in the table below, the county earned \$3,216 of total interest on HPP funds during SFY 2017-18.

Inyo County - Interest Earned on HPP Funds - Fiscal Year 2017-18						
1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Total Interest	Allowed to Retain	Amount to be Returned
\$567	\$1,026	\$690	\$933	\$3,216	\$500	\$2,716

California law and EPO's local grant guidance allow subrecipients to retain \$500 of interest earned on HPP funds each year and require any additional interest be returned to CDPH.

Criteria

California Health and Safety Code, section 101317(f), and EPO's local grant guidance allow interest earned up to \$500 per year to be retained by a non-Federal entity for administrative expense, and require any additional interest earned to be remitted annually back to CDPH.

Cause/Consequence

Inyo held HPP funds in a separate depository account longer than required. When subrecipients receive federal funds, they are required to deposit the funds into separate depository accounts. For example, when a county receives HPP funds, under state law, it must deposit them into an account solely designated for HPP funds.

In many circumstances, such as with Inyo, subrecipients have expended HPP funds before they receive them. CDPH's disbursements follow 45 CFR 75.305(b)(4). It advances an initial cash payment to cover subrecipients' disbursement needs for the first quarter of the year. Thereafter, it reimburses subrecipients for their actual cash disbursements. Specifically, counties submit periodic invoices requesting CDPH to pay them back for expenses they have incurred.

Once a subrecipient expends HPP funds, it is no longer required to hold them in a special depository account. It can withdraw the funds, either to directly pay for allowable HPP costs incurred by program operations or to reimburse itself for HPP expenditures it has paid from its other operating account(s). So, although Inyo must initially deposit the HPP funds it receives from CDPH into a separate depository account, it can immediately transfer the funds back out to cover expenses it has incurred.

Inyo delayed moving HPP funds out of the depository account to cover costs it incurred. As the above table shows, this resulted in \$3,216 of interest being earned during SFY 2017-18. California law is clear regarding funds in the depository accounts. Any interest earned over \$500 to be returned to CDPH on an annual basis. Although Inyo could have transferred the funds out of the deposit account to cover legitimate expenses it had paid for out of its own accounts, it chose to leave the HPP funds in the depository account. As a result, Inyo owes \$2,716 of interest funds to CDPH.

Recommendations

- Inyo should return \$2,716 of interest earned on HPP funds during SFY 2017-18 to CDPH's EPO.
- Inyo should implement annual procedures to verify interest earned on HPP funds, and remit interest earned in excess of \$500 to the EPO.
- To maximize available funds for program purposes, Inyo should consider periodically transferring funds out of the HPP deposit account to cover the county's HPP expenditures.

HPP Finding #3 – Accounting Errors Resulted in Inyo County Overcharging \$10,731 to its SFY 2017-18 HPP Grant for Personnel Salaries and Indirect Costs

Condition

Inyo's accounting errors resulted in overcharging the HPP grant for personnel salaries and indirect costs during SFY 2017-18. Inyo submitted two invoices for reimbursement during SFY 2017-18, one covering the first half of the year, and another covering the second half of the year.

As the table on the next page shows, an error on Inyo's first invoice resulted in charging too little for personnel salaries. For this invoice, Inyo's records substantiated salary costs of \$9,431. However, the county miscalculated the costs associated with one of the staff who works on the grant. The county's records showed that she spent 13% of her time working on HPP, while it mistakenly billed her time at 9.1% in the invoice it submitted to EPO for reimbursement. As a result of its error, the county undercharged the grant by \$1,814 for the July through December 2017 period.

In its second invoice, Inyo made an additional error which resulted in a grant overcharge. In this instance, two staff worked on the grant, but the time allocations billed to the grant were incorrect. As the table shows, this error resulted in a \$10,756 overcharge to the grant for personnel salaries during the January through June 2018 period.

Inyo County - HPP Personnel Salaries and Indirect Costs - Fiscal Year 2017-18			
Personnel	Invoiced Costs	Allowable Costs ¹	Difference (Allowable minus Invoiced)
<u>1st Invoice - July through December 2017</u>			
Personnel Salaries	\$ 7,617	\$ 9,431	\$ 1,814
Indirect Costs (20% of Salaries)	1,523	1,886	363
<i>Subtotal</i>	\$ 9,140	\$ 11,317	\$ 2,177
<u>2nd Invoice - January through June 2018</u>			
Personnel Salaries	\$ 31,329	\$ 20,573	\$ (10,756)
Indirect Costs (20% of Salaries)	6,266	4,115	(2,151)
<i>Subtotal</i>	\$ 37,595	\$ 24,687	\$ (12,908)
Total	\$ 46,735	\$ 36,004	\$ (10,731)

Note 1: Allowable costs are based upon the amount of time personnel worked on the HPP grant.

Inyo's errors also impact its allowable indirect costs. The county's HPP grant agreement allows it to charge indirect costs to the grant equal to 20% of personnel salaries. Indirect costs include such things as overhead for office space, human resources and accounting services, and other administrative costs necessary to support the two staff Inyo has allocated to work on HPP. As the above table shows, correcting Inyo's salary errors for invoice 1 resulted in an additional \$363 of allowable indirect costs, and correcting the errors in invoice 2 resulted in a reduction of \$2,151 to allowable indirect costs.

The net result of Inyo's accounting errors was that it overcharged the HPP grant by \$10,731 during SFY 2017-18. Because the personnel and indirect costs Inyo charged to the HPP grant during SFY 2017-18 did not comply with section 75.430 of the Uniform Guidance, it must repay the \$10,731 to the EPO. See Appendix B on page 18 for additional criteria related to this finding.

Criteria

45 CFR 75.430 (i)(1) requires salaries and wages (personnel costs) be based on records that accurately reflect work performed. If an employee works on a federal award such as HPP as well as other activities using different allocation bases (funding sources), records should support the distribution of the employee's salary or wages among these separate activities.

Cause/Consequence

As indicated above, Inyo overcharged the HPP grant in SFY 2017-18 due to accounting errors. We followed up with the fiscal contact that Inyo assigned as a liaison to the audit to discuss the errors. She indicated that that she was not sure how the errors occurred, but indicated she looks at the audit as a way for her to improve what Inyo is doing.

Recommendations

- Inyo should return \$10,731 to the EPO to correct its error in overcharging HPP for personnel salaries and indirect costs.
- Inyo should improve its processes to ensure personnel salaries and indirect costs invoiced to EPO accurately reflect work performed.
- Inyo should improve its efforts to ensure that all personnel responsible for administering the PHEP and HPP grants are aware of and comply with applicable laws, regulations, rules, and federal funding guidelines.

Appendix A – Budget and Expenditure Schedules

**Schedule 1 – PHEP Summary of Audited Program Expenditures
(SFY 2017-18)**

Budget Category	Audit Finding Number	As Reported	Audit Adjustments	As Audited
Personnel (Salary)	No audit findings resulting in financial recovery	\$54,674.70		\$54,674.70
Fringe Benefits		\$33,351.21		\$29,671.37
Operating Expenses		--		--
Equipment		--		--
Travel		--		--
Subcontracts		--		--
Other Costs		--		--
Total Direct Costs		\$88,025.91		\$88,025.91
Indirect Costs		\$20,144.50		\$20,144.50
GRAND TOTAL		\$108,170.41		\$108,170.41

**Schedule 2 – PHEP Summary of Program Budget & Expenditures
(SFY 2017-18)**

Budget Category	Budgeted Amount	Reported 2017-18 Expenditures	Total Unexpended Funds
Personnel (Salary)	\$89,549.00	(\$88,025.91)	\$1,523.09
Fringe Benefits*	--	--	--
Operating Expenses	--	--	--
Equipment	--	--	--
Travel	--	--	--
Subcontracts	--	--	--
Other Costs	--	--	--
Total Direct Costs	\$89,549.00	(\$88,025.91)	\$1,523.09
Indirect Costs	\$20,474.00	(\$20,144.50)	\$329.50
GRAND TOTAL	\$110,023.00	(\$108,170.41)	\$1,852.59

*Fringe Benefits are included with Personnel, as indicated by EPO in the budget and grant contract.

**Schedule 3 – HPP Summary of Audited Program Expenditures
(SFY 2017-18)**

Budget Category	Audit Finding Number	As Reported	Audit Adjustments	As Audited
Personnel	No audit findings resulting in financial recovery	\$38,945.93	(\$8,942.20)	\$30,003.73
Fringe Benefits		\$26,188.07		\$26,188.07
Operating Expenses		\$11,245.30		\$11,245.30
Equipment		--		--
Travel		--		--
Subcontracts		--		--
Other Costs		\$9,600.00		\$9,600.00
Total Direct Costs		\$85,979.30	(\$8,942.20)	\$77,037.10
Indirect Costs		\$13,026.80	(\$1,788.59)	\$11,238.21
GRAND TOTAL		\$99,006.10	(\$10,731.79)	\$88,274.31

**Schedule 4 – HPP Summary of Program Budget & Expenditures
(SFY 2017-18)**

Budget Category	Budgeted Amount	Reported 2017-18 Expenditures	Total Unexpended Funds
Personnel (Salary)	\$65,134.00	(\$65,134.00)	\$0.00
Fringe Benefits*	--	--	--
Operating Expenses	\$25,452.50	(\$11,245.30)	\$14,207.20
Equipment	--	--	--
Travel	\$1,500.00	--	\$1,500.00
Subcontracts	--	--	--
Other Costs	\$9,600.00	(\$9,600.00)	\$0.00
Total Direct Costs	\$101,686.50	(\$85,979.30)	\$15,707.20
Indirect Costs	\$13,024.57	(\$13,026.80)	(\$2.23)
GRAND TOTAL	\$114,711.07	(\$99,006.10)	\$15,704.97**

*Fringe Benefits are included with Personnel, as indicated by EPO in the budget and grant contract.

** With audit adjustments noted in Schedule 3, total unexpended funds equal \$26,436.76 (\$114,711.07 – \$88,274.31).

Appendix B – Guidance Applicable to Audit Findings

The tables below present more detailed criteria for each of the findings in this report.

Finding Number	Guidance Reference	Text of Guidance
PHEP Finding #1 & HPP Finding #1	Inyo County Grant Contract, Exhibit F, Federal Terms and Conditions, #7 Federal Requirements	Contractor agrees to comply with and shall require all subcontractors, if any, to comply with all applicable Federal requirements including but not limited to the United States Code, the Code of Federal Regulations, the Funding Opportunity Announcement, the Notice of Award, the funding agreement, and any memoranda or letter regarding the applicable Federal requirements.
	Uniform Guidance, §75.302 – Financial management and standards for financial management systems	(b) The financial management system of each non-Federal entity must provide for the following (see also §§75.361, 75.362, 75.363, 75.364, and 75.365): (1) Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the CFDA title and number, Federal award identification number and year, name of the HHS awarding agency, and name of the pass-through entity, if any. (2) Accurate, current, and complete disclosure of the financial results of each Federal award or program in accordance with the reporting requirements set forth in §§75.341 and 75.342. If an HHS awarding agency requires reporting on an accrual basis from a recipient that maintains its records on other than an accrual basis, the recipient must not be required to establish an accrual accounting system. This recipient may develop accrual data for its reports on the basis of an analysis of the documentation on hand. Similarly, a pass-through entity must not require a subrecipient to establish an accrual accounting system and must allow the subrecipient to develop accrual data for its reports on the basis of an analysis of the documentation on hand.
	Uniform Guidance, §75.508 – Auditee Responsibilities	The auditee must: (b) Prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with §75.510.
	Uniform Guidance, §75.510 – Financial Statements	(b) Schedule of expenditures of Federal awards. (1) List individual Federal programs by Federal agency. For a cluster of programs, provide the cluster name, list individual Federal programs within the cluster of programs, and provide the applicable Federal agency name. For R&D, total Federal awards expended must be shown either by individual Federal award or by Federal agency and major subdivision within the Federal agency. For example, the National Institutes of Health is a major subdivision in the Department of Health and Human Services. (3) Provide total Federal awards expended for each individual Federal program and the CFDA number or other identifying number when the CFDA information is not available. For a cluster of programs, also provide the total for the cluster. (4) Include the total amount provided to subrecipient from each Federal program.

Finding Number	Guidance Reference	Text of Guidance
PHEP Finding #2 & HPP Finding #2	Inyo County Grant Contract, Exhibit B, Budget Detail and Payment Provisions	11. Accountability Requirements A. CDPH may recoup funds that are not expended for purposes and tasks specified or authorized by this Agreement, as determined by CDPH.
	Uniform Guidance, §75.305 Payment	b) (9) Interest earned amounts up to \$500 per year may be retained by the non-Federal entity for administrative expense. Any additional interest earned on Federal advance payments deposited in interest-bearing accounts must be remitted annually to the Department of Health and Human Services Payment Management System (PMS) through an electronic medium using either Automated Clearing House (ACH) network or a Fedwire Funds Service payment. Remittances must include pertinent information of the payee and nature of the payment in the memo area (often referred to as “addenda records” by Financial Institutions) as that will assist in the timely posting of interest earned on federal funds. Pertinent details include the Payee Account Number (PAN) if the payment originated from PMS, or Agency information, if the payment originated from ASAP, NSF or another federal agency payment system.
	California Health and Safety Code 101317	(f) A local health jurisdiction that receives funds pursuant to this article shall deposit them in a special local public health preparedness account, in accordance with Section 75.305 of Title 45 of the Code of Federal Regulations, that is established solely for this purpose before transferring or expending the funds for any of the uses allowed pursuant to this article. Funds received pursuant to this article shall be tracked and managed according to the account name as identified by the department. Local health jurisdictions shall not retain more than five hundred dollars (\$500) in interest earned on moneys in the account and any interest earned over five hundred dollars (\$500) shall be returned to the department on an annual basis.

Finding Number	Guidance Reference	Text of Guidance
HPP Finding #3	Uniform Guidance, §75.430 – Compensation—personal services	(i) Standards for documentation of personnel expenses. (1) Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must: <ul style="list-style-type: none"> (i) Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated; (ii) Be incorporated into the official records of the non-Federal entity; (iii) Reasonably reflect the total activity for which the employee is compensated by the non-Federal entity, not exceeding 100% of compensated activities (for IHE, this per the IHE's definition of IBS); (iv) Encompass both federally assisted, and all other activities compensated by the non-Federal entity on an integrated basis, but may include the use of subsidiary records as defined in the non-Federal entity's written policy; (v) Comply with the established accounting policies and practices of the non-Federal entity (See paragraph (h)(1)(ii) of this section for treatment of incidental work for IHEs.); and (vi) [Reserved] (vii) Support the distribution of the employee's salary or wages among specific activities or cost objectives if the employee works on more than one Federal award; a Federal award and non-Federal award; an indirect cost activity and a direct cost activity; two or more indirect activities which are allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity.
	Uniform Guidance, §75.2 - Definitions	Improper Payment: (1) Means any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements.
	Inyo County Grant Contract, Exhibit B, Budget Detail and Payment Provisions, #6 – Expense Allowability/Fiscal Documentation	B. In executing this Agreement, Contractor agrees to comply with the terms and Conditions of the Local Health Department and /or Local entity, the Local Grant Application Guidance for Financial Year's 2017-2022 and the Work Plans and Budget as approved by CDPH.
	Inyo County Grant Contract, Exhibit B, Budget Detail and Payment Provisions	11. Accountability Requirements A. CDPH may recoup funds that are not expended for purposes and tasks specified or authorized by this Agreement, as determined by CDPH.

Appendix C – Inyo County’s Response to the Audit

From: Melissa Best-Baker <mbestbaker@inyocounty.us>

Sent: Wednesday, July 8, 2020 10:39 AM

To: Edwards, Dave@CDPH <Dave.Edwards@cdph.ca.gov>; Scott, Anna (INYO) <ascott@inyocounty.us>; Mann, Marilyn (Inyo) <mmann@inyocounty.us>

Cc: CDPH EPO AUDITS <CDPHEPOAUDITS@cdph.ca.gov>; Terrado, Connie@CDPH <Connie.Terrado@cdph.ca.gov>; Vo, Jimmy@CDPH <Jimmy.Vo@cdph.ca.gov>; Hughes, Rob@CDPH <Rob.Hughes@cdph.ca.gov>; Vazquez, Monica@CDPH <Monica.Vazquez@cdph.ca.gov>

Subject: RE: California Department of Public Health - Inyo County FY 2017-18 PHEP and HPP Audit - Draft

Thank you for your time today to discuss the report. We agree with the findings in the audit report and will work to implement the recommendations.

Melissa Best-Baker
Senior Management Analyst
Inyo County Health & Human Services
P.O. Drawer H
Independence, CA 93526
760-878-0232



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COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

November 12, 2024

Reference ID:
2024-825

Memorandum of Understanding between Inyo County Parks and Sierra Forever

Public Works

ACTION REQUIRED

ITEM SUBMITTED BY

Jorge Briceno, Parks & Recreation Manager

ITEM PRESENTED BY

Jorge Briceno, Parks & Recreation Manager

RECOMMENDED ACTION:

Approve the Memorandum of Understanding between the County of Inyo and Sierra Forever of Bishop, CA for the provision of volunteer services such as trash clean-ups, picnic table maintenance, etc. for a period of time to be determined by Sierra Forever, and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

This Memorandum of Understanding (MOU) is to streamline volunteer efforts between Inyo County Parks and Recreation and Sierra Forever, formerly Eastern Sierra Interpretive Association.

Through this MOU, Inyo County will work in coordination with Sierra Forever to host volunteer events, at no cost to either party, where volunteers provide free labor to clean up trash from parks and campgrounds and maintain park and campground amenities such as picnic tables, number posts, signage, etc. Inyo County will be providing supplies and Personal Protective Equipment. The Parks department has a budget to host volunteer events and buy supplies for volunteer events through the Clean CA Grant which requires the County to host at least 2 volunteer events per year until 2026. After 2026, volunteer events and supplies will be paid through the Parks General Fund unless changes are made to future budgets to budget specifically for volunteer events.

Volunteer events will be done at the discretion of the Public Works director and Sierra Forever. Each volunteer must sign a County volunteer waiver form on the day of the volunteer event. Volunteers will not be allowed to use any tools that involve cutting such as circular saws, chainsaws, sawzalls, etc.

Volunteer events will benefit the County by assisting with projects and through public outreach and interaction with community members. Volunteering will also instill a sense of stewardship for those who participate which translates to better care-taking of our public spaces.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve the Memorandum of Understanding between the County and Sierra Forever. This is not recommended as it would prevent volunteer events from happening with large volunteer non-profit organizations.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Quality Parks and Recreation Amenities

APPROVALS:

Jorge Briceno	Created/Initiated - 10/28/2024
Darcy Ellis	Approved - 10/28/2024
Breanne Nelums	Approved - 10/28/2024
Keri Oney	Approved - 10/28/2024
Cap Aubrey	Approved - 10/29/2024
Grace Chuchla	Approved - 11/6/2024
John Vallejo	Approved - 11/7/2024
Amy Shepherd	Approved - 11/7/2024
Michael Errante	Approved - 11/7/2024
Nate Greenberg	Final Approval - 11/7/2024

ATTACHMENTS:

1. 2024 Sierra Forever Memorandum of Understanding

**Memorandum of Understanding
Between Sierra Forever and the County of Inyo
Regarding County Park Clean-Up Activities**

This Memorandum of Understanding is entered into by and between the County of Inyo, a political subdivision of the state of California, and Sierra Forever (formerly Eastern Sierra Interpretive Association), a non-profit organization organized under the laws of the State of California.

WHEREAS, Sierra Forever has expressed interest in assisting Inyo County by organizing volunteer groups to perform trash removal and park beautification services at various Inyo County parks and campgrounds;

WHEREAS, Inyo County is appreciative of the assistance that Sierra Forever is willing to provide and wishes to support and formalize the relationship between the County and Sierra Forever via this MOU.

NOW THEREFORE BE IT AGREED BY BOTH PARTIES:

1. On a schedule and at a frequency to be determined by Sierra Forever, Sierra Forever shall organize groups of volunteers to perform clean-up and beautification services at Inyo County parks. Inyo County staff will manage volunteers during clean-up and beautification services.
2. Volunteer workers that sign the Inyo County Voluntary Unpaid Services Agreement (Agreement) become Inyo County volunteers and are subject to the guidelines set forth by the Agreement.
3. Inyo County staff **must** be present to supervise and manage volunteer workers during a work project. The staff person acting as project manager for volunteer work will be designated by the Public Works Director or designee.
4. "Clean up and beautification services" will involve but is not limited to:
 - Trash pick-up
 - Pulling weeds
 - Installing native plants and/or trees
 - Painting
 - Sanding
 - General facility maintenance

Clean-up and beautification services will be done through the use of hand tools and/or battery-operated tools such as drills, impact driver, shovels, picks, brooms, rakes, etc. Pulling weeds and installing native plants/trees will be done with hand tools such as shovels, picks, and trowels. Painting and sanding projects will consist of sanding and repainting signage and number posts from parks and campgrounds. Painting will be done using paint brushes and rollers. Parks and Recreation staff will provide Personal Protective Equipment specific to each task. General

facility maintenance will involve things such as installing new hardware on picnic tables, wooden fencing, and basic maintenance on kiosks. Inyo County staff will **not** ask volunteers to climb on any ladders or work on elevated surfaces. Volunteers will **not** be allowed to run any equipment that involves cutting with blades, which includes but is not limited to chainsaws, circular saws, saws-all, etc. Volunteers will **not** be allowed to operate or maintain vehicles, or any heavy equipment that is maintained by the Parks and Recreation staff.

5. Prior to scheduling a volunteer event, Sierra Forever will consult with the Public Works Director or designee to ensure the compatibility of the intended event with parks & campgrounds operational needs and county policies. Sierra Forever shall not host a volunteer event at an Inyo County park or campground without the concurrence and approval of the Public Works Director or designee.
6. Prior to allowing any individual to participate in a volunteer event at an Inyo County park or campground, Sierra Forever shall ensure that the individual has signed the Inyo County Voluntary Unpaid Services Agreement. Sierra Forever shall provide a copy of all Voluntary Unpaid Services Agreements to the Public Works Director or designee within 5 business days of the event.
7. Inyo County shall support the work of Sierra Forever by providing services to assist with the execution of volunteer events. It is anticipated that these services will vary based on the specific nature of each volunteer event, but may include providing trash pick-up materials (bags, grabbers, trash cans); trash haul away services; waivers of dump fees; hand tools for pulling weeds and planting native plants and/or trees; and materials for maintenance activities.
8. Sierra Forever shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Sierra Forever'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 negligence or willful misconduct of the County. This provision shall survive the termination of this Agreement.
9. Inyo County shall hold harmless, defend and indemnify Sierra Forever and its agents and employees from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with County'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 negligence or willful misconduct of Sierra Forever. This provision shall survive the termination of this Agreement.

10. This MOU may be terminated by either party with or without cause at any time.

County of Inyo	Sierra Forever
By: _____	By: <u>Jeff Gals</u>
Title: _____	Title: <u>Executive Director</u>
Date: _____	Date: <u>31 Oct 24</u>



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COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

November 12, 2024

Reference ID:
2024-826

Memorandum of Understanding between Inyo County Parks and Friends of the Inyo

Public Works

ACTION REQUIRED

ITEM SUBMITTED BY

Jorge Briceno, Parks & Recreation Manager

ITEM PRESENTED BY

Jorge Briceno, Parks & Recreation Manager

RECOMMENDED ACTION:

Approve the Memorandum of Understanding between the County of Inyo and Friends of the Inyo of Bishop, CA for the provision of volunteer services such as trash clean-ups, picnic table maintenance, etc. for a period of time to be determined by Friends of the Inyo, and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

This Memorandum of Understanding (MOU) is to streamline volunteer efforts between Inyo County Parks and Recreation and the Friends of the Inyo.

Through this MOU, Inyo County will work in coordination with Friends of The Inyo to host volunteer events, at no cost to either party, where volunteers provide free labor to clean up trash from parks and campgrounds and maintain park and campground amenities such as picnic tables, number posts, signage, etc. Inyo County will be providing supplies and Personal Protective Equipment. The Parks department has a budget to host volunteer events and buy supplies for volunteer events through the Clean CA Grant which requires the County to host at least two volunteer events per year until 2026. After 2026, volunteer events and supplies will be paid through the Parks General Fund unless changes are made to future budgets to budget specifically for volunteer events.

Volunteer events will be done at the discretion of the Public Works director and the Friends of the Inyo. Each volunteer must sign a County volunteer waiver form on the day of the volunteer event. Volunteers will not be allowed to use any tools that involve cutting such as circular saws, chainsaws, sawzalls, etc.

Volunteer events will benefit the County by assisting with projects and through public outreach and interaction with community members. Volunteering will also instill a sense of stewardship for those who participate which translates to better care-taking of our public spaces.

FISCAL IMPACT:

There is no immediate fiscal impact associated with this item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve the Memorandum of Understanding between the County and the Friends of the Inyo. This is not recommended as it would prevent volunteer events from happening with large volunteer non-profit organizations.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Quality Parks and Recreation Amenities

APPROVALS:

Jorge Briceno	Created/Initiated - 10/17/2024
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 - 10/29/2024
John Vallejo	Approved - 10/30/2024
Amy Shepherd	Approved - 11/4/2024
Michael Errante	Approved - 11/4/2024
Nate Greenberg	Final Approval - 11/5/2024

ATTACHMENTS:

1. 2024 Friends of the Inyo Memorandum of Understanding

**Memorandum of Understanding
Between the Friends of the Inyo and the County of Inyo
Regarding County Park Clean-Up Activities**

This Memorandum of Understanding is entered into by and between the County of Inyo, a political subdivision of the state of California, and the Friends of the Inyo, a non-profit organization organized under the laws of the State of California.

WHEREAS, the Friends of the Inyo has expressed interest in assisting Inyo County by organizing volunteer groups to perform trash removal and park beautification services at various Inyo County parks and campgrounds;

WHEREAS, Inyo County is appreciative of the assistance that the Friends of the Inyo is willing to provide and wishes to support and formalize the relationship between the County and the Friends of the Inyo via this MOU.

NOW THEREFORE BE IT AGREED BY BOTH PARTIES:


1. On a schedule and at a frequency to be determined by the Friends of the Inyo, the Friends of the Inyo shall organize groups of volunteers to perform clean-up and beautification services at Inyo County parks. Inyo County staff will manage volunteers during clean-up and beautification services.
2. Volunteer workers that sign the Inyo County Voluntary Unpaid Services Agreement (Agreement) become Inyo County volunteers and are subject to the guidelines set forth by the Agreement.
3. Inyo County staff **must** be present to supervise and manage volunteer workers during a work project. The staff person acting as project manager for volunteer work will be designated by the Public Works Director or designee.
4. "Clean up and beautification services" will involve but is not limited to:
 - Trash pick-up
 - Pulling weeds
 - Installing native plants and/or trees
 - Painting
 - Sanding
 - General facility maintenance

Clean-up and beautification services will be done through the use of hand tools and/or battery-operated tools such as drills, impact driver, shovels, picks, brooms, rakes, etc. Pulling weeds and installing native plants/trees will be done with hand tools such as shovels, picks, and trowels. Painting and sanding projects will consist of sanding and repainting signage and number posts from parks and campgrounds. Painting will be done using paint brushes and rollers. Parks and Recreation staff will provide Personal Protective Equipment specific to each task. General facility maintenance will involve things such as installing new hardware on picnic tables,

wooden fencing, and basic maintenance on kiosks. Inyo County staff will **not** ask volunteers to climb on any ladders or work on elevated surfaces. Volunteers will **not** be allowed to run any equipment that involves cutting with blades, which includes but is not limited to chainsaws, circular saws, saws-all, etc. Volunteers will **not** be allowed to operate or maintain vehicles, or any heavy equipment that is maintained by the Parks and Recreation staff.

5. Prior to scheduling a volunteer event, the Friends of the Inyo will consult with the Public Works Director or designee to ensure the compatibility of the intended event with parks & campgrounds operational needs and county policies. Friends of the Inyo shall not host a volunteer event at an Inyo County park or campground without the concurrence and approval of the Public Works Director or designee.
6. Prior to allowing any individual to participate in a volunteer event at an Inyo County park or campground, the Friends of the Inyo shall ensure that the individual has signed the Inyo County Voluntary Unpaid Services Agreement. The Friends of the Inyo shall provide a copy of all Voluntary Unpaid Services Agreements to the Public Works Director or designee within 5 business days of the event.
7. Inyo County shall support the work of the Friends of the Inyo by providing services to assist with the execution of volunteer events. It is anticipated that these services will vary based on the specific nature of each volunteer event, but may include providing trash pick-up materials (bags, grabbers, trash cans); trash haul away services; waivers of dump fees; hand tools for pulling weeds and planting native plants and/or trees; and materials for maintenance activities.
8. The Friends of the Inyo shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with the Friends of the Inyo'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 negligence or willful misconduct of the County. This provision shall survive the termination of this Agreement.
9. Inyo County shall hold harmless, defend and indemnify the Friends of the Inyo and its agents and employees from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with County'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 negligence or willful misconduct of the Friends of the Inyo. This provision shall survive the termination of this Agreement.

10. This MOU may be terminated by either party with or without cause at any time.

County of Inyo	Friends of the Inyo
By: _____	By: Wendy Schneider 
Title: _____	Title: Executive Director
Date: _____	Date: 10/29/24



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 12, 2024

Reference ID:
2024-808

Road Closure for Southern California Edison Encroachment Permit

Public Works

ACTION REQUIRED

ITEM SUBMITTED BY

Jose Rodriguez, Engineering Technician

ITEM PRESENTED BY

Michael Errante, Public Works Director

RECOMMENDED ACTION:

Approve the temporary closure of North Lake Road just west of State Route 168 to allow Southern California Edison to replace a deteriorated power pole on November 14, 2024.

BACKGROUND / SUMMARY / JUSTIFICATION:

Southern California Edison has requested the temporary closure of North Lake Road just west of Highway 168 in order to place a crane on the road surface to replace a deteriorated power pole. Southern California Edison will be required to send notices of the road closure to the United States Forest Service and the public a two-week notice ahead of the work date.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve this closure. This is not recommended as it would require Southern California Edison to reschedule work dates and delay an important pole replacement to prevent potential fires should the pole fail.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

High Quality Services | High-Quality County Government Services

APPROVALS:

Jose Rodriguez
Shannon Platt
Darcy Ellis
John Vallejo

Created/Initiated - 10/30/2024
Approved - 10/30/2024
Approved - 10/30/2024
Approved - 10/31/2024

Michael Errante
Nate Greenberg

Approved - 11/1/2024
Final Approval - 11/5/2024

ATTACHMENTS:

1. Encroachment Permit



ROAD DEPARTMENT
168 N. EDWARDS ST. - P.O. DRAWER Q
INDEPENDENCE, CA 93526
PHONE: (760) 878-0201
FAX: (760) 878-2001

COUNTY
OF
INYO

Michael Errante, Public Works Director
Fred Aubery, Assistant Director

ENCROACHMENT PERMIT

To: **So Cal Edison / Daniel Brady**
42060 10th St. West
Lancaster/CA/93534

PERMIT NO: **E24-59**
FEE: **\$50.00**
DATE: **10/07/2024**
RECEIPT NO: **20029771**

Attn: **So Cal Edison/Daniel Brady**

In compliance with your request on **11/14/2024**, and subject to all terms, conditions and restrictions written below or printed as general or special provisions or part of this form, **PERMISSION IS HEREBY GRANTED TO:**

The Permittee, **So Cal Edison** or their representative, will set up a crane on North Lake Road and will need road closure for the entirety of the road to change deteriorated pole.

NOTE: All asphalt patches resulting from trenching or boring activities must be filled with blackened cement to a depth of at least 6 inches. Additionally, it is mandated that these patches be promptly removed and replaced with hot mix asphalt within one week of the reopening of the hot mix plant.

Work performed within the Inyo County right-of-way shall be completed in accordance with Inyo County Standard Plans and Specifications. Traffic Control shall be provided by the permittee or their representative in accordance with the Special and General Conditions attached and the 2014 California MUTCD.

SPECIAL PROVISIONS

For inspection and coordination purposes, notice shall be given to the Inyo County Road Department at least 72 hours prior to beginning work. Please notify the Road Department at 760-878-0201 between 8:00 A.M. and 5:00 P.M., Monday through Friday.

Traffic Control

No work will occur in the Inyo County right-of-way until adequate traffic control is in place. Traffic control and signage shall be in conformance with the 2014 California MUTCD standards. Work is permitted between the hours of **7:00 A.M. and 5:00 P.M.** Monday through Friday.

There shall be barricades and/or delineators around the work area at all times during construction. Two-way traffic shall be maintained at all times with a minimum of one traffic lane open at all times. Each lane shall have a minimum clear opening of 10 feet. In the event that one of the two lanes must be closed flaggers **shall** be used to direct traffic safely through the work zone. The road may not be closed at any time.

General Work

All work must be completed to the satisfaction of the Inyo County Road Department. Unless directed otherwise, by representatives of Inyo County, all work is to be completed in accordance with any relevant Inyo County Standard Plans and Specifications.

All work shall be completed to the existing finished surface of grades or roads during the daylight hours of the day work begins. Trenches or bore pits left open or piles of material left in the right-of-way overnight shall be protected with barricades with reflective tape or cones with reflective sleeves placed appropriately to warn traffic and pedestrians of the hazard or material piles. Trenches or pits in road shoulders left open overnight must be covered with steel plates (minimum thickness of 3/4") and edges shaded with cold mix.

Pavement Repair/Replacement

Pavement removed or damaged as a result of work under this permit must be replaced to the satisfaction of Inyo County Road Department. New pavement must consist of 1/2"-3/4" aggregate hot mix asphalt. Edges of remaining asphalt near removed or damaged asphalt must be saw-cut leaving a clean vertical edge. This edge shall be protected throughout the work or will be re-cut before placing the final surfacing material. All saw cuts in pavement shall be cleared by sweeping, flushing, or other means and a **tack coat SS-1, SS-1H or CSS1h, diluted one part water to one part emulsified asphalt shall be applied before installation of new asphalt concrete** surfacing. Asphalt concrete surfacing must be installed at a minimum thickness of 3 inches on top of slurry backfill.

Damage to Roadways

In accepting this permit, the Permittee agrees to repair at their own expense and to the satisfaction of the Inyo County Road Department, any damage to roadways, roadway appurtenances, or existing utilities resulting from work under this permit. Notwithstanding, work or repair may be done by Inyo County Road Department personnel at the option of the Inyo County Road Department, the cost to be borne by the Permittee. In the event of damage to Inyo County roadways, roadway appurtenances, or existing utilities, notification must be given to the Road Department within 72 hours after such damage has occurred. Failure to notify the Road Department will be considered cause for cancellation of all permit privileges pending a satisfactory arrangement with the Road Department for repair or replacement of the damaged roadway, roadway appurtenance, or existing utility.

DIG ALERT

Section 4216/4217 of the Government Code requires a Dig Alert Identification Number be issued before a Permit to excavate will be valid. For your Dig Alert ID Number Call Underground Service Alert TOLL FREE 1-800-227-2600 two (2) working days before you dig.

GENERAL PROVISIONS

The Permittee shall indemnify and save harmless the County of Inyo and all officers, employees and agents thereof, including but not limited to the Director of Public Works and the Deputy Director, from all claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person, including but not limited to the Permittee, persons employed by the Permittee, persons acting on behalf of the Permittee and the public, or damage to property resulting from the performance of work or other activity under the permit, or arising out of the failure on the Permittee's part to perform his obligations, or resulting from defects or obstructions, or from any cause whatsoever arising during the progress of work, or other activity at any subsequent time being performed under the rights and obligations provided by and contemplated by the permit, except as otherwise provided by statute. The duty of the Permittee to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code. The Permittee waives any and all rights to any type of implied indemnity against the County, its officers, employees or agents. It is the intent of the parties that the Permittee will indemnify and hold harmless the County, its officers, employees and agents from any and all claims, suits or actions as set forth above regardless of the existence or degree of fault or negligence, whether active or passive, primary or secondary, on the part of the County, the Permittee, persons employed by the Permittee, or persons acting in behalf of the Permittee.

Acceptance of this permit constitutes an agreement by the Permittee to observe and comply with all general and special provisions in the permit and its accompaniments. This permit is null and void and hereby declared non-existent if the Permittee fails to adhere to all provisions stipulated herein.

The Permittee or their representatives, including contractors and subcontractors, performing any work onsite shall possess a copy of this permit onsite, signed by the Permittee, at all times while work is being conducted. All General and Special Provisions stipulated herein are expected to be understood by the Permittee and their representatives.

This permit shall be void unless the work herein contemplated shall have been completed on or before **11/31/2024**

Inyo County Road Dept.

By Jose Rodriguez
Jose Rodriguez
Engineering Technician

cc: Road District #1



INYO COUNTY ROAD DEPARTMENT

P.O. DRAWER Q – 168 N. EDWARDS STREET
INDEPENDENCE, CA 93526
PHONE: (760) 878-0201
FAX: (760) 878-2001

COUNTY
OF
INYO

APPLICATION FOR AN ENCROACHMENT PERMIT TO PERFORM WORK IN THE RIGHT-OF-WAY OF INYO COUNTY ROADS

Minimum Permit fee of \$50.00 is required with all applications. Additional Fees will be calculated for each permit, and payable before the permit is issued.

Please answer all questions below. Attach additional sheets if necessary

Please submit application to pw.permits@inyocounty.us

So Cal Edison

Applicant/Permittee

10-3-2024

Date

42060 10th St West

Address

Dan Brady

Contact Person

760-709-1146

Phone

Lancaster Ca 93534

City/State/Zip Code

daniel.brady@sce.com

E-Mail

DESCRIBE WORK:

SCE crew to change deteriorated pole off North lake road.

Crane will be set up on roadway and will need road closure on North Lake RD just west of Hwy 168

Job is scheduled for ~~11-5-2024~~ from 7am to 4pm. 11-14-24

LOCATION OF WORK:

North Lake road, just past turn off from Hwy 168

Pole Replacement is needed to avoid high voltage lines from coming to the ground.

ASSESSORS PARCEL NUMBER OF ADJACENT PROPERTY: _____

DATES WHEN WORK IS ANTICIPATED: 11-14-2024

ATTACH PLANS OR DRAWING OF PROPOSED ENCROACHMENT WORK

APPLICANT AGREES TO DO THE WORK IN ACCORDANCE WITH INYO COUNTY RULES AND REGULATIONS AND SUBJECT TO INYO COUNTY INSPECTION AND APPROVAL.

PERMIT NUMBER: E24-59

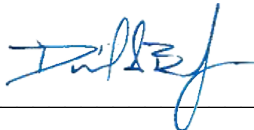
Permittee shall defend, indemnify, and hold harmless County of Inyo, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with,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

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

To the extent permitted by law, County shall defend, indemnify, and hold harmless Permittee, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, from, the active negligence, or wrongful acts of the County, its officers, or employees.

Special Conditions: _____

INYO COUNTY PUBLIC WORKS DEPARTMENT

PERMITTEE'S SIGNATURE: 

DATE: 10-3-2024

APPROVED BY: 

DATE: 10/7/2024

INYO COUNTY ROAD DEPARTMENT PERMIT FEES

Trenching – Minimum Permit Fee \$50.00

Trenching across street:

- 0-50 Feet Minimum fee
- 51-100 Feet Minimum fee plus \$1.00 per foot of length greater than 50 feet.
- 101 + Feet \$100.00 plus \$0.30 per foot of length greater than 100 feet.

Trenching parallel to centerline of street and boring:

- 0-100 Feet Minimum fee.
- 101-1500 Feet Minimum fee plus \$0.30 per foot of length greater than 100 feet.
- 1501 + Feet \$200.00 plus \$0.10 per foot of length greater than 1500 feet.

Split trenching with cable placement:

- All distances Minimum Fee plus \$0.05 per foot

Curb and Gutter: Minimum Fee

Tree Removal on County Right-of-Way

Removal by licensed contractor only: \$5.00



Road Department

County of Inyo
PO Drawer Q - 168 N. Edwards St.
Independence, California 93526
760-878-0201 fax 760-878-2001

Invoice No. E24-08

Invoice

Customer

Name Southern California Edison
Address 1924 E Cashdan St.
City Compton State CA ZIP 90220
Phone 310-405-1765

Date 2/28/2024
Order No. E24-08
Rep Daniel Lopez
FOB _____

Qty	Description	Unit Price	TOTAL
1	Annual Encroachment Permit - Blanket permit covering routine maintenance and work as outlined in the permit language and covered under the Franchise Agreement between Inyo County and SCE (Ordinance 1178). PLEASE REMIT TO THE ABOVE ADDRESS PLEASE RETURN ONE COPY WITH PAYMENT, THANK YOU.	\$1,000.00	\$1,000.00

Payment Details

- ☐ Cash
☐ Check

SubTotal	\$1,000.00
Taxable Subtotal	
CA Tax	
DEPOSIT	
TOTAL	\$1,000.00

Office use only: TD

Inyo County Federal Taxpayer ID Number 956005445

Thank You for Your Payment - Inyo County (Public Works)

2/29/2024 10:03 AM Pacific Standard Time



Customer Name Daniel Lopez

Effective Date

2/29/2024

Approved 20029771

Item	Amount
Road - Encroachment Permit	\$1,000.00
Subtotal:	\$1,000.00
Transaction Fee:	\$25.25
Total Charged to:	\$1,025.25
Visa ***** 9573	
Total Amount Paid:	\$1,025.25

Collection Mode: Web

Payment Details

Road - Encroachment Permit

Account Number: SOUTHERN CALIFORNIA EDISON - Permit Number: E24-08 - Property Address: N/A - Property Owner Name: N/A - Daniel Lopez - \$1,000.00

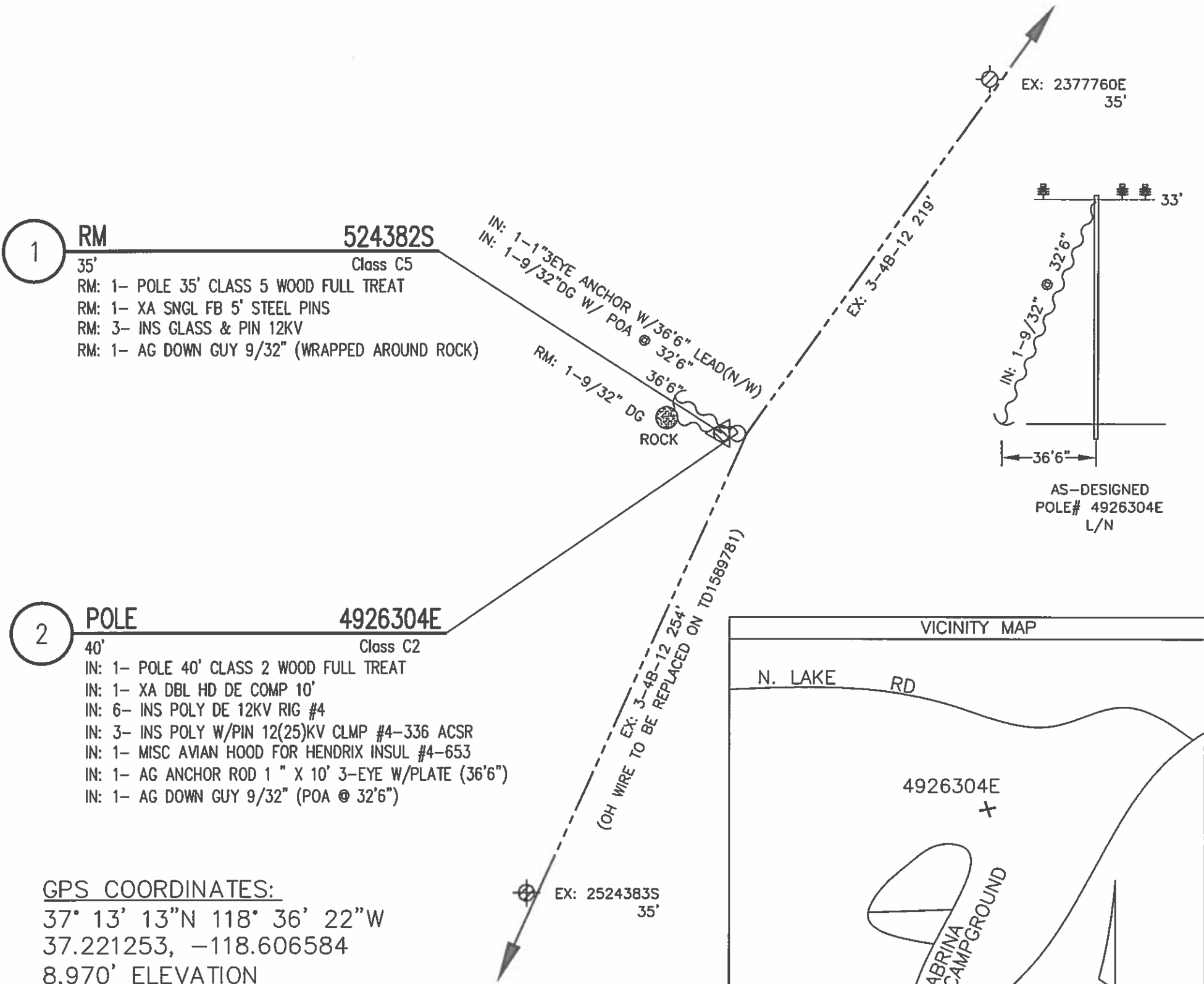
A Transaction Fee has been included in the total amount paid for this transaction.

UNDERGROUND SERVICE ALERT
Dial 811
Call USA
For Underground Locating
2 Working Days Before You Dig

OCI TD1567635
NOTIFICATIONS 410164057,
400902946, 400510200
DUE: 5/29/20

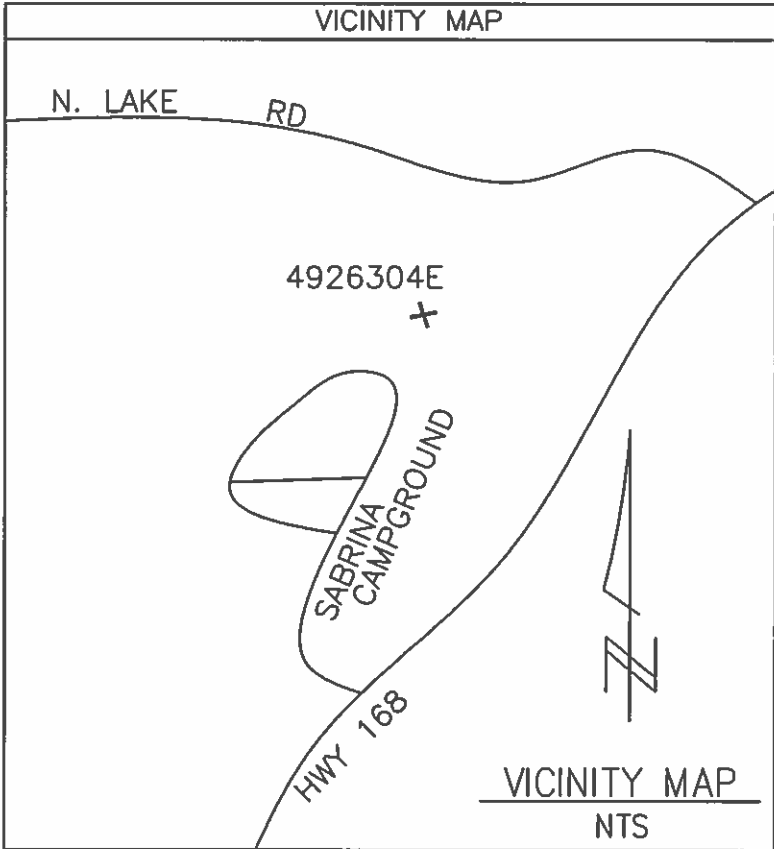
SABRINA 12KV
BISHOP CREEK NO.2

B1



GPS COORDINATES:
37° 13' 13"N 118° 36' 22"W
37.221253, -118.606584
8,970' ELEVATION

- NOTES:
- NOT TRUCK ACCESSIBLE
 - HELICOPTER SET REQ'D
 - HELICOPTER LANDING ZONE
37.250633, -118.584916
 - COST PLUS TO DIG POLE HOLE
AND ANCHOR HOLES
 - DF 40' C2 WEIGHS 1,310LBS

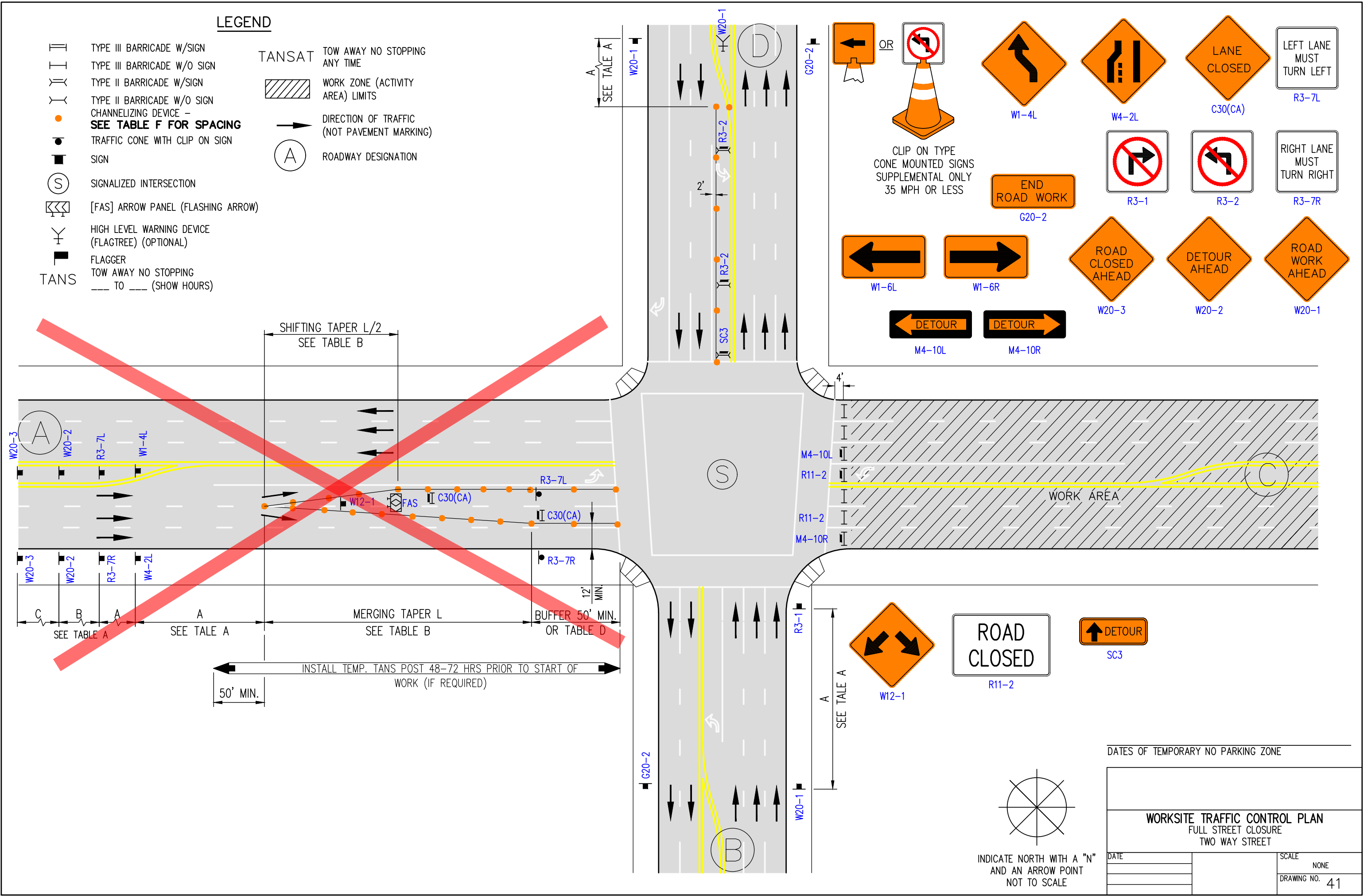


NOT TO SCALE

ADDITIONAL REQUIREMENTS (Y/N)
JPA FORM REQ'D ☐
RENTER'S NOTIFICATION REQ'D ☐

PROJECT REQUIREMENTS (Y/N)	
EDISON EASEMENT REQUIRED	<input type="checkbox"/>
PWRD 88 REQUIRED	<input checked="" type="checkbox"/>
UG CIVIL ONLY WORK ORDER	<input type="checkbox"/>
PERMIT REQUIRED	<input checked="" type="checkbox"/>
PERMIT TYPE: INYO COUNTY	
OUTAGE REQUIRED	<input type="checkbox"/>
OUTAGE DATE: N/A TIME: N/A	
TRAFFIC CONTROL REQUIRED	<input type="checkbox"/>
PED. TRAFFIC CONTROL REQ'D	<input type="checkbox"/>
CONVEYANCE LETTER REQ'D	<input type="checkbox"/>
ENVIRONMENTAL CLEARANCE REQ'D	<input checked="" type="checkbox"/>
CSD 140 (TLM) REQ'D	<input type="checkbox"/>

DISTRICT 85 – BISHOP				PROJ. MGR. MANNING, NICOLE PHONE 760-936-1794		PLANNER MANNING, NICOLE PHONE 760-936-1794		DESIGNER PALACIO, JESSICA	
PROJECT NO. 1808799		SERVICE REQUEST 2712694		MSR NO. N/A		PRODUCT-1 1567635-OCI			ASSOC DESGN
CIRCUIT / VOLTAGE SABRINA 12KV-B1				THOMAS GUIDE N/A		PRODUCT-2			ASSOC DESGN
SUB / PG NO. BISHOP CREEK NO.2				CIRCUIT CODE 15607		PRODUCT-3			ASSOC DESGN
INVENTORY MAP 684-2112-2				J.P.A. NO. N/A		PROPOSED CONSTRUCTION (LOCATION) 524382S N/S NORTH LAKE RD, W/O HWY 168 BISHOP, CA 93514			
F	9/17/19	D. YOUNG	N. MANNING	J.PALACIO					
TYPE	DATE	APPROVED BY	CHECKED BY	DRAWN BY	PAX #	SHEET 1 OF 1		DESIGN\DRWG NO. 1167526_0.01	
Southern California Edison Company									



W118°36'33.12"

N37°13'13.44"

Bishop Creek

North lake road
closed for crane to
set up and fly pole
across Bishop
creek

Image © 2024 Airbus

Google Earth



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 12, 2024

Reference ID:
2024-860

Acquisition of Highway Easement Deed for the Walker Creek Road Bridge Replacement Project

Public Works - Road Department

ACTION REQUIRED

ITEM SUBMITTED BY

Ashley Helms, Deputy Public Works Director -
Airports

ITEM PRESENTED BY

Ashley Helms, Deputy Public Works Director -
Airports

RECOMMENDED ACTION:

A) Approve the purchase agreement between the County of Inyo and Rafael M. Padilla and Maria G. Padilla for the purchase of a highway easement deed in an amount not to exceed \$1,000 plus escrow fees and closing costs, and authorize the Deputy Director of Public Works - Airports to sign; and B) Approve Resolution No. 2024-37, titled, "A Resolution of the Board of Supervisors of the County of Inyo Accepting a Highway Easement Deed Across APN 033-400-10 for the Realignment of a Portion of Walker Creek Road," and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Walker Creek Road Bridge Replacement Project (project) is 100% funded through the Highway Bridge Program, a Federal Highway Administration program administered locally by Caltrans District 9. The project will replace the functionally obsolete 9 foot wide bridge, located west of Olancha. The new bridge will be constructed approximately 375 feet southeast of the existing bridge and will require the realignment of the approach roads in either direction; the roadway realignment impacts four undeveloped parcels. This resolution, purchase agreement, and highway easement deed will allow the County to obtain an easement over one of the parcels owned by Rafael and Maria Padilla.

FISCAL IMPACT:

Funding Source	Grant Funded - Highway Bridge Program	Budget Unit	034601
Budgeted?	Yes	Object Code	5736
Recurrence	One-Time Expenditure	Sole Source?	N/A

If Sole Source, provide justification below

Current Fiscal Year Impact

\$1,000 for the easement deed plus escrow fees and closing costs.

Future Fiscal Year Impacts

Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to reject the purchase agreement or easement deed. This is not recommended, as the negotiated price is fair and this easement is important for the completion of the Walker Creek Bridge Project.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Community Supporting Infrastructure Improvements

Thriving Communities | Enhanced Transportation Services

High Quality Services | Improved County Facilities

APPROVALS:

Grace Chuchla	Created/Initiated - 11/4/2024
Darcy Ellis	Approved - 11/4/2024
Grace Chuchla	Approved - 11/4/2024
Breanne Nelums	Approved - 11/4/2024
John Vallejo	Approved - 11/5/2024
Amy Shepherd	Approved - 11/5/2024
Michael Errante	Approved - 11/6/2024
Nate Greenberg	Final Approval - 11/6/2024

ATTACHMENTS:

1. Easement Deed - Walker Creek Road - Padilla
2. Padilla Resolution
3. Padilla Purchase Agreement

Free Recording Pursuant to Gov't Code § 27382 Requested By: Inyo County Board of Supervisors When Recorded Mail To: Inyo County Public Works 168 N. Edwards St. PO Box Q Independence, CA	<div style="text-align: right;">Above space for Recorder's Use Only</div>
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HIGHWAY EASEMENT DEED

DOCUMENTARY TRANSFER TAX is \$0 pursuant to the exemption established in Revenue and Taxation Code § 11922

This HIGHWAY EASEMENT DEED, made this ____ day of _____, 2024, by and between Rafael M. Padilla and Maria G. Padilla, husband and wife as joint tenants, (hereinafter "Grantor"), and the County of Inyo, as political subdivision of the state of California (hereinafter "Grantee"), and is with reference to the following:

RECITALS

WHEREAS, pursuant to instrument no. 2021-0000916-00 recorded in the office of the Inyo County Clerk Recorder, Grantor is the owner in fee simple of the following real property commonly identified by APN 33-400-10:

THE SOUTHERLY 300 FEET OF THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 37 EAST, M.D.M., IN THE COUNTY OF INYO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF FILED AUGUST 13, 1850 IN THE OFFICE OF THE BUREAU OF LAND MANAGEMENT, LYING WEST OF THE STATE HIGHWAY SHOWN AS IX-INY-23-1 AS SAID HIGHWAY IS DESCRIBED IN DEED RECORDED IN BOOK 13, PAGE 542 OFFICIAL RECORDS OF THE COUNTY OF INYO.

WHEREAS, Grantee is in the process of replacing Inyo County bridge No. 48C0049, which conveys a County highway in the Olancho, California area;

WHEREAS, in the process of said bridge replacement, it has become necessary to shift the location of a County highway known as "Walker Creek Road" such that the newly constructed portions of the highway will run over Grantor's property;

WHEREAS, portions of Walker Creek Road, which will not be realigned, already run over Grantor's property pursuant to a prescriptive easement that is recognized by both parties;

WHEREAS, following the realignment, the County highway will encroach on Grantor's property in the below-described location (hereinafter the "Highway Easement Zone"):

All real property described in the attached legal description as Exhibit A and the associated map as Exhibit B, both of which are attached hereto and made part hereof by reference.

NOW THEREFORE, FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged by Grantor, it is agreed as follows.

1. Grantor hereby grants to Grantee a permanent, perpetual, and irrevocable easement and right-of-way for public road purposes including the right to lay, construct, repair, maintain, operate, renew and replace roadway and any necessary cut and fill slope improvements, sanitary sewer and stormdrain collection systems, water distribution systems, public utilities facilities and appurtenances incidental thereto, together with the right of ingress and egress to and from same, in, over, under and across the Highway Easement Zone;
2. Within the Highway Easement Zone, Grantee shall have all powers, rights, and responsibilities set out in Cal. Streets & Highways Code and the Inyo County Code, as they pertain to county highways;
3. Grantor recognize and consents that by granting an easement to Grantor over the Highway Easement Zone, Grantor is also permitting the public at large—including but not limited to pedestrian, bicycle, and vehicular traffic—to cross on, over, or through the Highway Easement Zone, subject to any controls or limitations that may be imposed by Grantee;

IN WITNESS WHEREOF, Grantor and Grantee have executed this HIGHWAY EASEMENT DEED on the dates indicated below.

Dated: _____	_____ Rafael M. Padilla
Dated: _____	_____ Maria G. Padilla
Dated: _____	_____ Ashley Helms Deputy Director – Airports, Inyo County Public Works

Exhibit A

EXHIBIT "A"

ALL THAT REAL PROPERTY BEING A PORTION OF THE PARCEL DESCRIBED IN THE GRANT DEED TO RAFAEL M. PADILLA AND MARIA G. PADILLA RECORDED ON MARCH 26, 2021 AS DOCUMENT NO. 2021-0000916-00, OFFICIAL RECORDS OF INYO COUNTY, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 37 EAST, M.D.B & M., STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 20 AS SHOWN ON PARCEL MAP NO. 248 RECORDED ON DECEMBER 20, 1985 AS DOCUMENT NO. 85-5092 IN BOOK 3 OF PARCEL MAPS AT PAGES 66 AND 67, OFFICIAL RECORDS OF INYO COUNTY; THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 20, NORTH 89° 35' 44" EAST (NORTH 89° 55' 22" EAST), 234.45 FEET; THENCE LEAVING SAID SOUTH LINE, NORTH 00° 24' 16" WEST, 67.73 FEET; THENCE NORTH 87° 54' 48" WEST, 51.67 FEET; THENCE ALONG A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 164.00 FEET, A CENTRAL ANGLE OF 37° 46' 32", AND A LENGTH OF 108.13 FEET, MORE OR LESS, TO A POINT DISTANT FORTY (40) FEET NORTH, MEASURED AT RIGHT ANGLES, FROM THE SOUTHERLY LINE OF SAID SECTION 20; THENCE ALONG A LINE PARALLEL WITH AND 40.00 FEET NORTHERLY FROM SAID SOUTHERLY LINE, SOUTH 89° 35' 44" WEST, 81.12 FEET, MORE OR LESS, TO THE WESTERLY LINE OF SAID SECTION 20; THENCE ALONG SAID WESTERLY LINE, SOUTH 00° 37' 23" EAST, 40.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A TOTAL OF 13,025 SQUARE FEET, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 4 (EPOCH 2010.00), AS DETERMINED BY TIES BETWEEN NATIONAL GEODETIC SURVEY HPGN HORIZONTAL CONTROL STATIONS "Q 1380" (PID - GS0616) AND "V 1407" (PID - GT1776) AND TAKEN AS NORTH 12° 27'37" WEST.

DATA SHOWN IN PARENTHESIS IS RECORD DATA PER ABOVE DESCRIBED PARCEL MAP NO. 248.

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE.

THIS DESCRIPTION WAS PREPARED UNDER MY DIRECTION IN CONFORMANCE WITH SECTION 8726 OF THE BUSINESS AND PROFESSIONS CODE OF THE STATE OF CALIFORNIA.

APN 033-400-10 PORTION.

SETH H. IRISH
PLS 5922

DATE



Exhibit B

PADILLA, RAFAEL AND MARIA

DOC. NO. 2021-0000916-00

APN 033-400-10

7 RS 3

L=108.13' R=164.00'
Δ=37°46'32"

S 89°35'44" W
81.12'

S 0°37'23" E
40.00'

N 87°54'48" W
51.67'

N 0°24'16" W
67.73'

BOHL
DOC. NO. 2015-0974
APN 033-510-05
PARCEL 1
3 PM 15-16

20' WIDE
ROAD EASEMENT
PER DOC. NO.
82-2902

SECTION 20
SECTION 29

WALKER CREEK ROAD

N 89°35'44" E 234.45'

40' WIDE
PRESCRIPTIVE
ROAD EASEMENT

INDIAN WELLS VALLEY
WATER DISTRICT
DOC. NO. 2002-5280
APN 033-490-02
"DESIGNATED REMAINDER"
3 PM 66-67

LEGEND

- DIMENSION POINT
- ▨ AREA OF ACQUISITION - ±13,025 SQ FT
- POB POINT OF BEGINNING
- ◆ SECTION CORNER

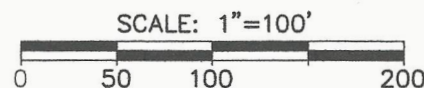


COUNTY OF INYO
STATE OF CALIFORNIA
EXHIBIT "B"

DR. BY: ADD		DATE: 11/01/2024	
CKD BY: SHI		SCALE 1" = 100'	
CO.	RTE.	PM	
INY			2 OF 2



11017 COBBLEROCK DRIVE, SUITE 100
RANCHO CORDOVA, CA. 95760
(916) 368-9181
WWW.CONSOENG.COM



CERTIFICATE OF ACCEPTANCE PURSUANT TO GOV'T CODE § 27281

This is to certify that the interest in real property conveyed by this Deed of Easement and Easement Agreement between RAFAEL M. PADILLA AND MARIA G. PADILLA and THE COUNTY OF INYO, a political subdivision of the State of California, is hereby accepted by the undersigned officer or agent on behalf of the Inyo County Board of Supervisors pursuant to authority conferred by Resolution No. 2024-____ of the Inyo County Board of Supervisors on _____, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

Ashley Helms
Deputy Director Public Works - Airports

RESOLUTION NO. 2024-XX

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO
ACCEPTING A HIGHWAY EASEMENT DEED ACROSS APN 033-400-10 FOR
THE REALIGNMENT OF A PORTION OF WALKER CREEK ROAD

WHEREAS, Rafael M. Padilla and Maria G. Padilla (“Grantors”), as owners of the property located at APN 033-400-10 (“the Property”), agree to grant the County of Inyo (“Grantee”) a permanent easement and right-of-way for public road purposes as described in the Highway Easement Deed attached hereto as Exhibit A;

WHEREAS, the Board of Supervisors of the County of Inyo (“the Board”) desires to accept that Highway Easement Deed; and

WHEREAS, the Board and the Grantor have mutually agreed to execute and record the Highway Easement Deed, and the Certificate of Acceptance pursuant to Government Code 27281, attached hereto, to achieve the goals set out above.

NOW, THEREFORE, BE IT RESOLVED that:

1. The Board approves and accepts the Highway Easement Deed from the Grantors; and
2. The Board authorizes Ashley Helms, in her capacity as the Deputy Director of Public Works - Airports, to execute the Certificate of Acceptance, pursuant to Government Code § 27281, for the Acceptance of the Highway Easement Deed on behalf of the Board.

PASSED AND ADOPTED this _____ day of _____, 2024, 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 Clerk of the Board

Exhibit A

Free Recording Pursuant to Gov't Code § 27382 Requested By: Inyo County Board of Supervisors When Recorded Mail To: Inyo County Public Works 168 N. Edwards St. PO Box Q Independence, CA	<div style="text-align: right;">Above space for Recorder's Use Only</div>
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HIGHWAY EASEMENT DEED

DOCUMENTARY TRANSFER TAX is \$0 pursuant to the exemption established in Revenue and Taxation Code § 11922

This HIGHWAY EASEMENT DEED, made this ____ day of _____, 2024, by and between Rafael M. Padilla and Maria G. Padilla, husband and wife as joint tenants, (hereinafter "Grantor"), and the County of Inyo, as political subdivision of the state of California (hereinafter "Grantee"), and is with reference to the following:

RECITALS

WHEREAS, pursuant to instrument no. 2021-0000916-00 recorded in the office of the Inyo County Clerk Recorder, Grantor is the owner in fee simple of the following real property commonly identified by APN 33-400-10:

THE SOUTHERLY 300 FEET OF THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 37 EAST, M.D.M., IN THE COUNTY OF INYO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF FILED AUGUST 13, 1850 IN THE OFFICE OF THE BUREAU OF LAND MANAGEMENT, LYING WEST OF THE STATE HIGHWAY SHOWN AS IX-INY-23-1 AS SAID HIGHWAY IS DESCRIBED IN DEED RECORDED IN BOOK 13, PAGE 542 OFFICIAL RECORDS OF THE COUNTY OF INYO.

WHEREAS, Grantee is in the process of replacing Inyo County bridge No. 48C0049, which conveys a County highway in the Olancho, California area;

WHEREAS, in the process of said bridge replacement, it has become necessary to shift the location of a County highway known as "Walker Creek Road" such that the newly constructed portions of the highway will run over Grantor's property;

WHEREAS, portions of Walker Creek Road, which will not be realigned, already run over Grantor's property pursuant to a prescriptive easement that is recognized by both parties;

WHEREAS, following the realignment, the County highway will encroach on Grantor's property in the below-described location (hereinafter the "Highway Easement Zone"):

All real property described in the attached legal description as Exhibit A and the associated map as Exhibit B, both of which are attached hereto and made part hereof by reference.

NOW THEREFORE, FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged by Grantor, it is agreed as follows.

1. Grantor hereby grants to Grantee a permanent, perpetual, and irrevocable easement and right-of-way for public road purposes including the right to lay, construct, repair, maintain, operate, renew and replace roadway and any necessary cut and fill slope improvements, sanitary sewer and stormdrain collection systems, water distribution systems, public utilities facilities and appurtenances incidental thereto, together with the right of ingress and egress to and from same, in, over, under and across the Highway Easement Zone;
2. Within the Highway Easement Zone, Grantee shall have all powers, rights, and responsibilities set out in Cal. Streets & Highways Code and the Inyo County Code, as they pertain to county highways;
3. Grantor recognize and consents that by granting an easement to Grantor over the Highway Easement Zone, Grantor is also permitting the public at large—including but not limited to pedestrian, bicycle, and vehicular traffic—to cross on, over, or through the Highway Easement Zone, subject to any controls or limitations that may be imposed by Grantee;

IN WITNESS WHEREOF, Grantor and Grantee have executed this HIGHWAY EASEMENT DEED on the dates indicated below.

Dated: _____	_____ Rafael M. Padilla
Dated: _____	_____ Maria G. Padilla
Dated: _____	_____ Ashley Helms Deputy Director – Airports, Inyo County Public Works

Exhibit A

EXHIBIT "A"

ALL THAT REAL PROPERTY BEING A PORTION OF THE PARCEL DESCRIBED IN THE GRANT DEED TO RAFAEL M. PADILLA AND MARIA G. PADILLA RECORDED ON MARCH 26, 2021 AS DOCUMENT NO. 2021-0000916-00, OFFICIAL RECORDS OF INYO COUNTY, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 37 EAST, M.D.B & M., STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING A TOTAL OF 13,025 SQUARE FEET, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 4 (EPOCH 2010.00), AS DETERMINED BY TIES BETWEEN NATIONAL GEODETIC SURVEY HPGN HORIZONTAL CONTROL STATIONS "Q 1380" (PID - GS0616) AND "V 1407" (PID - GT1776) AND TAKEN AS NORTH 12° 27'37" WEST.

DATA SHOWN IN PARENTHESIS IS RECORD DATA PER ABOVE DESCRIBED PARCEL MAP NO. 248.

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE.

THIS DESCRIPTION WAS PREPARED UNDER MY DIRECTION IN CONFORMANCE WITH SECTION 8726 OF THE BUSINESS AND PROFESSIONS CODE OF THE STATE OF CALIFORNIA.

APN 033-400-10 PORTION.

SETH H. IRISH
PLS 5922

DATE



Exhibit B

PADILLA, RAFAEL AND MARIA

DOC. NO. 2021-0000916-00

APN 033-400-10

7 RS 3

20' WIDE
ROAD EASEMENT
PER DOC. NO.
82-2902

WALKER CREEK ROAD

SECTION 20
SECTION 29

INDIAN WELLS VALLEY

WATER DISTRICT

DOC. NO. 2002-5280

APN 033-490-02

"DESIGNATED REMAINDER"
3 PM 66-67

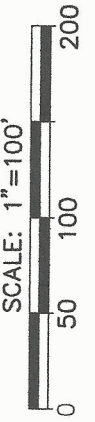
40' WIDE
PRESCRIPTIVE
ROAD EASEMENT



COUNTY OF INYO
STATE OF CALIFORNIA

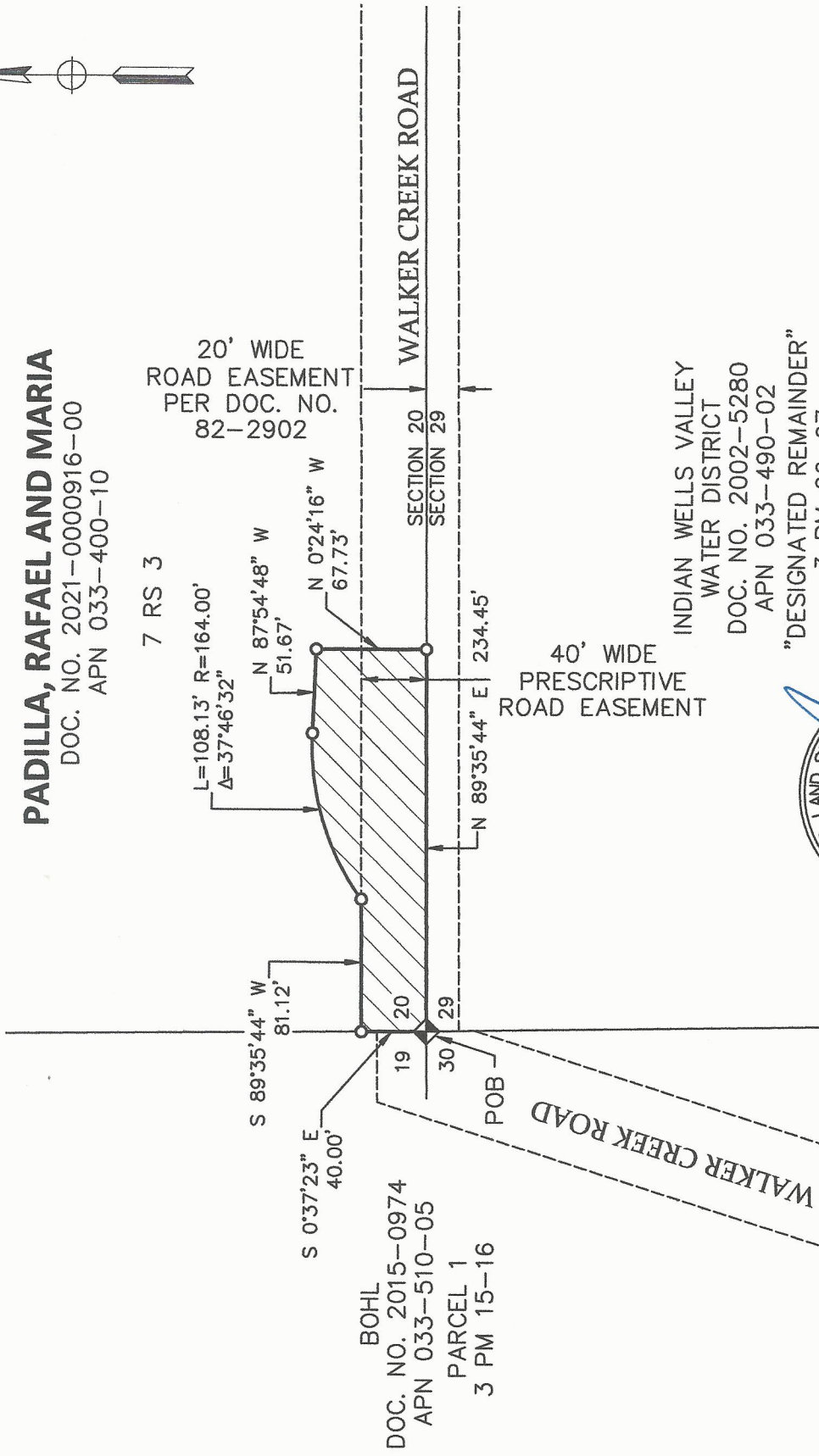
EXHIBIT "B"

DR. BY: ADD	DATE: 11/01/2024
CKD BY: SHI	SCALE 1" = 100'
CO. RTE. PM	
INY	2 OF 2



LEGEND

- DIMENSION POINT
- ▨ AREA OF ACQUISITION - ±13,025 SQ FT
- POB POINT OF BEGINNING
- ◆ SECTION CORNER



11017 COBBLECK DRIVE, SUITE 100
RANCHO CORDOVA, CA. 95760
(916) 368-8181
WWW.CONSORENG.COM



CERTIFICATE OF ACCEPTANCE PURSUANT TO GOV'T CODE § 27281

This is to certify that the interest in real property conveyed by this Deed of Easement and Easement Agreement between RAFAEL M. PADILLA AND MARIA G. PADILLA and THE COUNTY OF INYO, a political subdivision of the State of California, is hereby accepted by the undersigned officer or agent on behalf of the Inyo County Board of Supervisors pursuant to authority conferred by Resolution No. 2024-____ of the Inyo County Board of Supervisors on _____, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

Ashley Helms
Deputy Director Public Works - Airports

GRANTOR: Rafael M. Padilla and Maria G. Padilla, husband and wife as joint tenants
PROJECT: Walker Creek Road Bridge Replacement Project (Bridge 48C-0051)
PARCEL: 033-400-10

PURCHASE AGREEMENT

The parties to this agreement (AGREEMENT) are Rafael M. Padilla and Maria G. Padilla, husband and wife as joint tenants, herein referred to as "GRANTOR(s)", and the County of Inyo, herein after referred to as "GRANTEE".

By this AGREEMENT, GRANTOR(s) agrees to sell to GRANTEE, and GRANTEE desires to purchase from GRANTOR(s) that certain portion of property located at Walker Creek Road, West of Highway 395, Olancho Inyo County, California, and more particularly identified as Assessor's Parcel Number 033-400-10 described and delineated in the form of a Permanent Roadway Easement attached as Exhibit A.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. (A) The parties have herein set forth the whole of their AGREEMENT. The performance of this AGREEMENT constitutes the entire consideration and shall relieve GRANTEE of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.
- (B) GRANTEE requires said property described in the Permanent Roadway Easement Deed for work associated with the Walker Creek Road Bridge Replacement Project, a public use for which GRANTEE has the authority to exercise the power of eminent domain. GRANTOR(s) are compelled to sell, and GRANTEE is compelled to acquire the property.
- (C) Both GRANTOR(s) and GRANTEE recognize the expense, time, effort, and risk to both parties in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation.
2. GRANTEE shall:
 - (A) Pay the GRANTOR(s) the total sum of \$1,000.00 (rounded) ONE THOUSAND DOLLARS for the Permanent Roadway Easement Area on the property ("Purchase Price"), said Purchase Price shall be allocated as follows:

The sum of \$1,000 (rounded) for 13,025± SF Permanent Roadway Easement

- (B) Payment of the Purchase Price shall be made when title to said property vests in GRANTEE free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded) and taxes, except as follows:
 - a. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.
 - b. Covenants, conditions, restrictions and reservations of record, or contained in the above-referenced documents.
 - c. Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.

GRANTOR: Rafael M. Padilla and Maria G. Padilla, husband and wife as joint tenants
PROJECT: Walker Creek Road Bridge Replacement Project (Bridge 48C-0051)
PARCEL: 033-400-10

- (C) Pay all escrow and recording fees incurred in this transaction, and if title insurance is desired by GRANTEE, the premium charged therefore. Said escrow and recording charges shall not, however, include documentary transfer tax. This transaction will be handled through Inyo Mono Title Company, 873 N. Main St., Bishop, CA 93514, Escrow # _____.
- (D) Have the authority to deduct and pay from the amount shown in Clause 2(A) above, any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with any penalties and interest thereon, and/or delinquent and unpaid non-delinquent assessments which have become a lien at the close of escrow.
3. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this AGREEMENT, the right of possession and use of the subject property by GRANTEE, including the right to remove and dispose of improvements and to commence construction of the project as referenced herein, shall commence when funds are deposited into escrow, and the amount shown in Clause 2(A) herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.
4. Any monies payable under this AGREEMENT up to and including the total amount of unpaid principal and interest on note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said trust deed(s) or mortgage(s), shall upon demand(s) be made payable to the mortgagee(s) or beneficiary(ies) entitled thereunder; said mortgagee(s) or beneficiary(ies) to furnish GRANTOR(s) with good and sufficient receipt showing said monies credited against the indebtedness secured by said mortgage(s) or deed(s) of trust.
5. Any or all monies payable under this contract up to and including the total amount due on financing statements, if any, shall, upon demand, be made payable to the holder thereof. Said holder to furnish GRANTEE with good and sufficient receipt showing said monies credited against the indebtedness secured by said financing statements.
6. It is understood and agreed by and between the parties hereto that payment as provided in Clause 2(A) includes, but is not limited to, payment for any and all past, present, and/or future damages, which have accrued or may accrue to GRANTOR'S remaining property by reason of its severance from the property conveyed herein and the construction and use of the proposed Project, including, but not limited to, any expense which GRANTOR(s) may incur in restoring the utility of the remaining property. This release is not intended to extend unanticipated physical damage caused by construction.
7. GRANTOR(s) agree to hold GRANTEE harmless and reimburse GRANTEE for any and all of its losses and expenses occasioned by reason of any lease of said Property held by any tenant of GRANTOR(s) for a period exceeding one month. GRANTOR(s) acknowledges that a general release or quitclaim deed will be required from any lessee regarding the disclaimer of the tenants' interest in the amount payable under Clause 2(A) above. Said general releases or quitclaim deeds are to be provided by GRANTOR(s), prior to the close of escrow. The provisions of this paragraph shall apply to current leases on the Property as well as future leases, if any, that are entered into after the execution of this Agreement. GRANTOR(s) warrant that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and the GRANTOR(s) agrees to hold GRANTEE harmless and reimburse GRANTEE for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of grantor for a period exceeding one month. GRANTOR(s) acknowledge that a quitclaim deed will be required from any lessee that has a lease term exceeding one month. Said quit claim deed(s) is to be provided to Title prior to the close of escrow.

GRANTOR: Rafael M. Padilla and Maria G. Padilla, husband and wife as joint tenants
PROJECT: Walker Creek Road Bridge Replacement Project (Bridge 48C-0051)
PARCEL: 033-400-10

8. It is agreed between the parties hereto that the GRANTEE in acquiring title subject to unpaid assessments, as set forth herein, is not assuming responsibility for payment or subsequent cancellation of such assessments. The assessments remain the obligation of the GRANTOR(s) and, as between the GRANTEE and the GRANTOR(s), no contractual obligation has been made requiring their payment. Payment for the property acquired under this transaction is made upon the basis that the GRANTOR(s) retain (their/his/her) obligation to the levying body respecting said assessments. The property acquired under this transaction is to be free and clear of any bonds and/or assessments at the close of escrow.
9. The undersigned GRANTOR warrants that he is the owner in fee simple of the property affected by the Permanent Roadway Easement and has the exclusive right to grant these rights.
10. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good and workmanlike manner. All structures, improvements or other facilities, when removed, and relocated, or reconstructed by the GRANTEE, shall be left in as good condition as found.
11. It is understood and agreed by and between the parties hereto that this AGREEMENT inures to the benefit of, and is binding on, the parties, their respective heirs, personal representatives, successors, and or assigns.
12. This AGREEMENT constitutes the entire agreement between the parties hereto with respect to the subject matter of this AGREEMENT and may not be modified except by an instrument in writing signed by the party to be bound thereby.
13. If any term or provision of this AGREEMENT shall be held to be invalid or unenforceable, the remainder of the AGREEMENT shall remain in full force and effect.
14. GRANTEE and any successor in interest, shall have the right, in its sole discretion, to assign this Agreement as well as its rights and remedies in, to and under the deeds to the Permanent Roadway Easement, and any right or obligation herein and therein, to any party of its choice without the prior consent or approval of GRANTOR.
15. Each individual executing this Agreement on behalf of an entity represents and warrants that he or she has been authorized to do so by the entity on whose behalf he or she executes this Agreement and that said entity will thereby be obligated to perform the terms of this Agreement.
16. The above acquisition price reflects the fair market value of the property without the presence of contamination. If the property being acquired is found to be contaminated by the presence of hazardous waste which requires mitigation under federal or state law, GRANTEE may elect to recover its cleanup costs from those who caused or contributed to the contamination.

SIGNATURE PAGE TO FOLLOW

GRANTOR: Rafael M. Padilla and Maria G. Padilla, husband and wife as joint tenants
PROJECT: Walker Creek Road Bridge Replacement Project (Bridge 48C-0051)
PARCEL: 033-400-10

***In Witness Whereof*, the Parties have executed this AGREEMENT this ____ day of
November, 2024.**

GRANTORS: Rafael M. Padilla and Maria G. Padilla, husband and wife as joint tenants

By: _____
Rafael M. Padilla

By: _____
Maria G. Padilla

GRANTEE: County of Inyo

By: _____
Ashely Helms
Deputy Director of Public Works – Airports

EXHIBIT "A"

ALL THAT REAL PROPERTY BEING A PORTION OF THE PARCEL DESCRIBED IN THE GRANT DEED TO RAFAEL M. PADILLA AND MARIA G. PADILLA RECORDED ON MARCH 26, 2021 AS DOCUMENT NO. 2021-0000916-00, OFFICIAL RECORDS OF INYO COUNTY, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 37 EAST, M.D.B & M., STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 20 AS SHOWN ON PARCEL MAP NO. 248 RECORDED ON DECEMBER 20, 1985 AS DOCUMENT NO. 85-5092 IN BOOK 3 OF PARCEL MAPS AT PAGES 66 AND 67, OFFICIAL RECORDS OF INYO COUNTY; THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 20, NORTH 89° 35' 44" EAST (NORTH 89° 55' 22" EAST), 234.45 FEET; THENCE LEAVING SAID SOUTH LINE, NORTH 00° 24' 16" WEST, 67.73 FEET; THENCE NORTH 87° 54' 48" WEST, 51.67 FEET; THENCE ALONG A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 164.00 FEET, A CENTRAL ANGLE OF 37° 46' 32", AND A LENGTH OF 108.13 FEET, MORE OR LESS, TO A POINT DISTANT FORTY (40) FEET NORTH, MEASURED AT RIGHT ANGLES, FROM THE SOUTHERLY LINE OF SAID SECTION 20; THENCE ALONG A LINE PARALLEL WITH AND 40.00 FEET NORTHERLY FROM SAID SOUTHERLY LINE, SOUTH 89° 35' 44" WEST, 81.12 FEET, MORE OR LESS, TO THE WESTERLY LINE OF SAID SECTION 20; THENCE ALONG SAID WESTERLY LINE, SOUTH 00° 37' 23" EAST, 40.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A TOTAL OF 13,025 SQUARE FEET, MORE OR LESS.

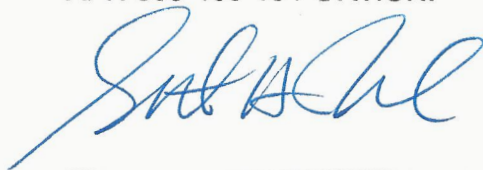
THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 4 (EPOCH 2010.00), AS DETERMINED BY TIES BETWEEN NATIONAL GEODETIC SURVEY HPGN HORIZONTAL CONTROL STATIONS "Q 1380" (PID - GS0616) AND "V 1407" (PID - GT1776) AND TAKEN AS NORTH 12° 27'37" WEST.

DATA SHOWN IN PARENTHESIS IS RECORD DATA PER ABOVE DESCRIBED PARCEL MAP NO. 248.

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE.

THIS DESCRIPTION WAS PREPARED UNDER MY DIRECTION IN CONFORMANCE WITH SECTION 8726 OF THE BUSINESS AND PROFESSIONS CODE OF THE STATE OF CALIFORNIA.

APN 033-400-10 PORTION.



SETH H. IRISH
PLS 5922

DATE



PADILLA, RAFAEL AND MARIA

DOC. NO. 2021-0000916-00

APN 033-400-10

7 RS 3

20' WIDE
ROAD EASEMENT
PER DOC. NO.
82-2902

WALKER CREEK ROAD

SECTION 20
SECTION 29

INDIAN WELLS VALLEY

WATER DISTRICT

DOC. NO. 2002-5280

APN 033-490-02

"DESIGNATED REMAINDER"

3 PM 66-67

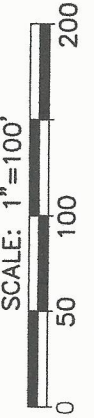
40' WIDE
PRESCRIPTIVE
ROAD EASEMENT



COUNTY OF INYO
STATE OF CALIFORNIA

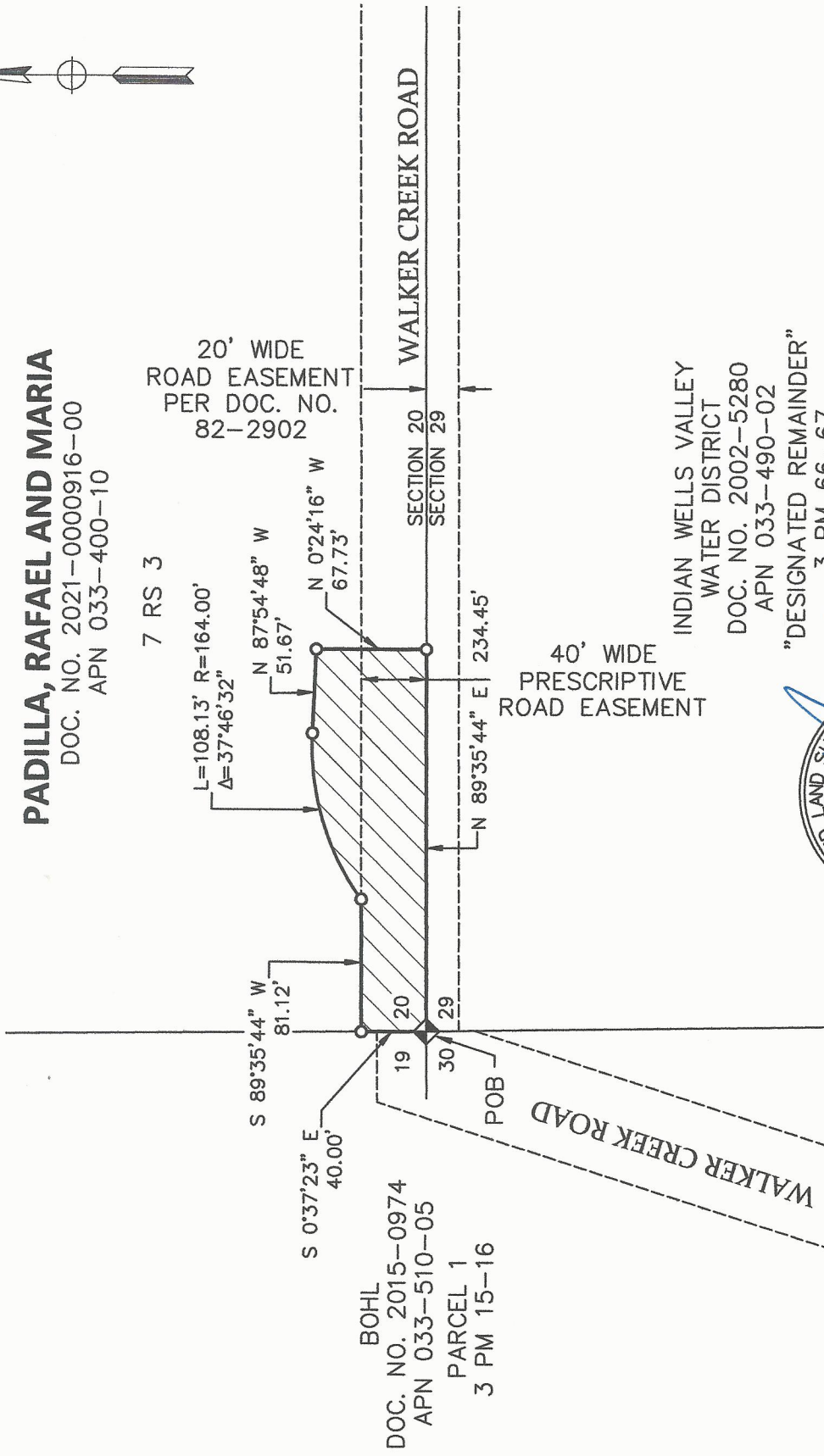
EXHIBIT "B"

DR. BY: ADD	DATE: 11/01/2024
CKD BY: SHI	SCALE 1" = 100'
CO. RTE. PM	
INY	2 OF 2



LEGEND

- DIMENSION POINT
- ▨ AREA OF ACQUISITION - ±13,025 SQ FT
- POB POINT OF BEGINNING
- ◆ SECTION CORNER



11017 COBBLECK DRIVE, SUITE 100
RANCHO CORDOVA, CA. 95760
(916) 368-8181
WWW.CONSORENG.COM





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 12, 2024

Reference ID:
2024-823

Acceptance of K9 Police Vehicle from the Murrieta Police Department

Sheriff

ACTION REQUIRED

ITEM SUBMITTED BY

Office of the Sheriff

ITEM PRESENTED BY

Lt. Atkins

RECOMMENDED ACTION:

Pursuant to Inyo County Code Section 6.26.020, accept a K9 police vehicle from the Murrieta Police Department on behalf of the County for \$1 (one dollar).

BACKGROUND / SUMMARY / JUSTIFICATION:

The Murrieta Police Department proposes selling a K9 police vehicle to the Inyo County Sheriff's Office for a nominal fee of one dollar. This opportunity presents a significant cost-saving measure for the County while enhancing the capabilities of our K9 unit. The dedicated K9 vehicle will improve the efficiency and effectiveness of our K9 unit. It will allow for better transportation and deployment of the K9 team, leading to faster response times and improved public safety.

The vehicle is already equipped or can be modified at a lower cost to meet the unique requirements of a K9 unit, which includes secure transportation and climate control for the animal's welfare. The addition of this vehicle will ensure that the Sheriff K9 unit is always operational and can be deployed for various situations, including search and rescue, suspect apprehension, and narcotics detection. It will also increase the fleet's resilience by reducing the impact of vehicle downtime. A well-equipped K9 unit enhances overall law enforcement capabilities. This vehicle will allow the department to expand its reach and provide better service to the community through more robust crime prevention and investigation efforts.

FISCAL IMPACT:

Funding Source	Sheriff's Special Appropriation Account	Budget Unit	N/A
Budgeted?	No	Object Code	N/A
Recurrence	One-Time Expenditure	Sole Source?	N/A

If Sole Source, provide justification below

Current Fiscal Year Impact

The vehicle was purchased for one dollar (\$1) from the Sheriff's Special Appropriation Account, check number 1230

Future Fiscal Year Impacts

Regular maintenance and replacement costs

Additional Information

Acquiring a K9 vehicle for one dollar represents a substantial financial benefit. A new, fully equipped K9 vehicle typically costs tens of thousands of dollars, including specialized features such as climate control for the K9, safety cages, and storage for gear. Acquiring the vehicle at this nominal fee eliminates the need for a large capital expenditure. It is a 2016 Ford Police Interceptor.

Odometer 61,560

Original Purchase Price \$34,110.83

Equipment added \$19,805.05

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to accept the K9 police vehicle from the Murrieta Police Department. This is not recommended as this vehicle will be valuable to the Sheriff's K9 unit. The \$1 (one dollar) cost is significantly less than purchasing and outfitting a new vehicle suitable for the K9 unit. Accepting the K9 police vehicle for one dollar is a cost-effective decision that supports public safety, increases operational efficiency, and strengthens the capabilities of our K9 unit. The financial savings and enhanced functionality make this acquisition a strategic advantage for our department.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Motor Pool

STRATEGIC PLAN ALIGNMENT:

High Quality Services | Public Safety and Emergency Response

APPROVALS:

Riannah Reade	Created/Initiated - 10/22/2024
Darcy Ellis	Approved - 10/22/2024
Riannah Reade	Approved - 10/22/2024
John Vallejo	Approved - 10/22/2024
Amy Shepherd	Approved - 10/28/2024
Stephanie Rennie	Approved - 10/28/2024
Denelle Carrington	Approved - 10/28/2024
Nate Greenberg	Final Approval - 11/5/2024

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 12, 2024

Reference ID:
2024-821

Community Assistance, Recovery, and Empowerment (CARE) Act Presentation

Health & Human Services - Behavioral Health

NO ACTION REQUIRED

ITEM SUBMITTED BY

Anna Scott, Health & Human Services Director

ITEM PRESENTED BY

Anna Scott, Health & Human Services Director

RECOMMENDED ACTION:

Receive a presentation on the Community Assistance, Recovery, and Empowerment (CARE) Act.

BACKGROUND / SUMMARY / JUSTIFICATION:

Senate Bill 1338 enacted the Community Assistance, Recovery, and Empowerment (CARE) Act in 2022, which authorizes certain individuals to petition a civil court to create a voluntary CARE agreement or a court-ordered CARE plan and implement services, to be provided by county behavioral health agencies, to provide behavioral health care, including stabilization medication, housing, and other services to adults who are currently experiencing a severe mental illness and have a diagnosis identified in the disorder class schizophrenia and other psychotic disorders, and who meet other specified criteria. The bill required the Counties of Glenn, Orange, Riverside, San Diego, Stanislaus, and Tuolumne and the City and County of San Francisco to implement the program on October 1, 2023, and the remaining counties, including Inyo, are required to commence no later than December 1, 2024.

The Health and Human Services Department has met with representatives from the Inyo County Superior Court and County Counsel to plan for implementation of this new civil court process, and will also hold a public meeting with additional stakeholders during the monthly Behavioral Health Advisory meeting on November 13, 2024. While the CARE Act requires each county to implement a CARE Court, the Department anticipates that few qualified petitions will be filed in any given year in Inyo due to narrow eligibility requirements. The process, however, provides a less restrictive pathway to services for individuals who have a severe mental illness diagnosis, prior to being considered for a Lanterman-Petris-Short Act (LPS) Conservatorship and placement in a locked mental health facility.

The Inyo County Health and Human Services Department has received CARE Act implementation funding in the amount of \$250,000 and will add one additional Social Worker to assist with CARE Court investigations and proceedings. Once the initial implementation funding is exhausted, the Department will be able to claim costs for reimbursement.

During this workshop, the Department will provide an overview of the statewide CARE Act requirements, will discuss the increasing trend in LPS conservatorships locally over the past two years, and will describe the local implementation of CARE Court in Inyo County.

FISCAL IMPACT:

Funding Source	State Funded claimable activities (Department of Health Care Services)	Budget Unit	045200
Budgeted?	No	Object Code	4748
Recurrence	Ongoing Expenditure	Sole Source?	N/A

If Sole Source, provide justification below

Current Fiscal Year Impact

HHS received administrative monies to implement the CARE Act. After those monies are spent, the CARE activities done by a Social Worker are claimable to the State for reimbursement.

Future Fiscal Year Impacts

In future fiscal years, HHS will claim the CARE activities to the State for reimbursement.

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

Your Board could choose to defer the presentation on the CARE Act to a later date. This is not advised, as CARE Act implementation is required by December 1, 2024, and the Department desires to share information about local implementation before that date.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Enhanced Health, Social, & Senior Services

APPROVALS:

Anna Scott	Created/Initiated - 10/21/2024
Darcy Ellis	Approved - 10/22/2024
Anna Scott	Approved - 11/1/2024
Melissa Best-Baker	Approved - 11/1/2024
Keri Oney	Approved - 11/4/2024
Christian Milovich	Approved - 11/6/2024
John Vallejo	Approved - 11/6/2024
Amy Shepherd	Approved - 11/6/2024
Anna Scott	Approved - 11/6/2024
Nate Greenberg	Final Approval - 11/7/2024

ATTACHMENTS:

1. CARE Court Board of Supervisors PowerPoint



THE COMMUNITY ASSISTANCE, RECOVERY, AND EMPOWERMENT (CARE) ACT

An Overview

**Inyo County
Health and Human Services Department**



An Overview of the CARE Act

CARE Act

- » Community Assistance, Recovery, and Empowerment Act, was signed into law in California on September 30, 2022.
- » CARE Act can be viewed on the California Legislative Information website here (code sections 5970 – 5987):

https://leginfo.legislature.ca.gov/faces/codes_displayexpandedbranch.xhtml?tocCode=WIC&division=5.&title=&part=8.&chapter=&article=

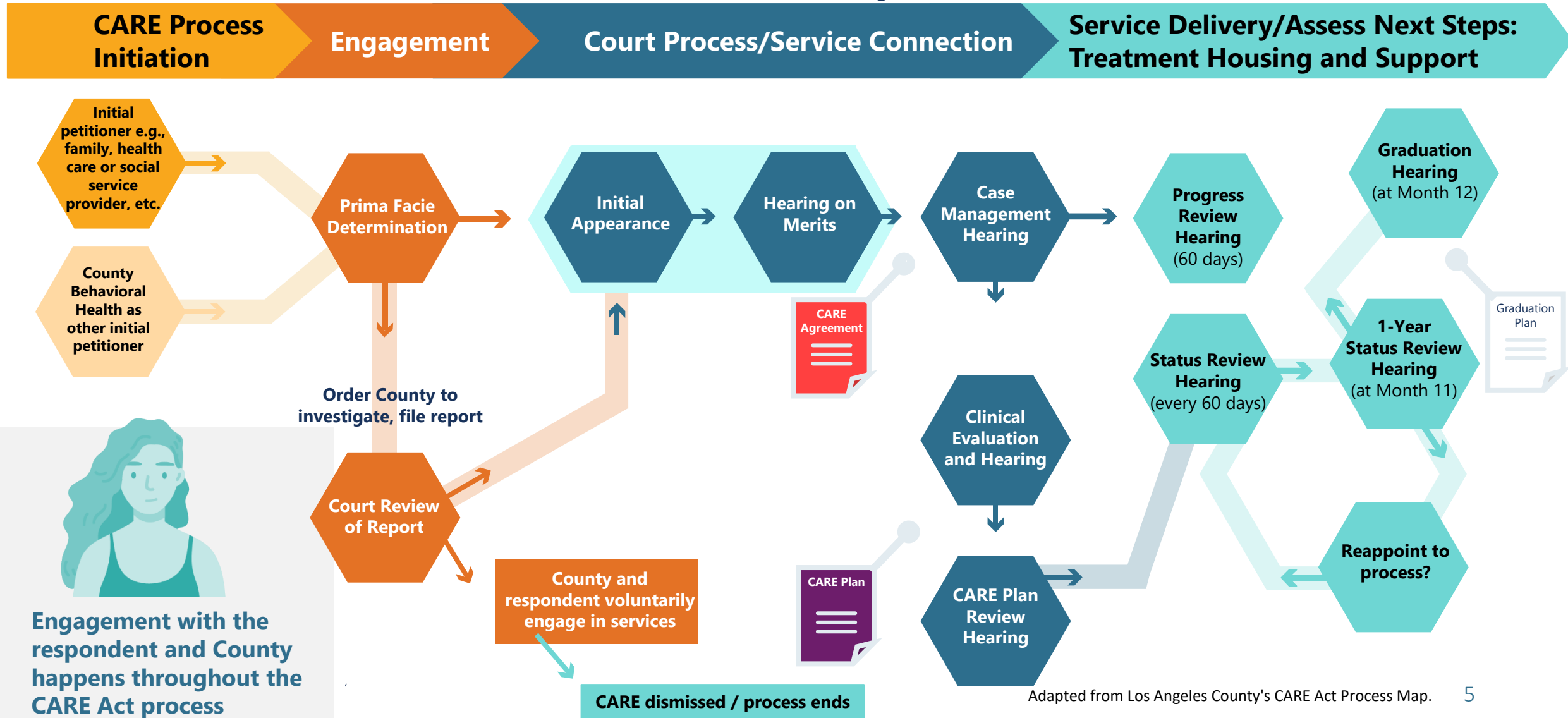
What does the CARE Act do?

- » **New Pathway to Services:** The CARE Act creates a new pathway to deliver mental health support services to eligible individuals who have schizophrenia spectrum disorders.
- » **Formal Activation:** A Petition activates the court and the County Health and Human Services Adult Services program to engage the client the CARE Court process.
- » **Anyone Can Activate:** A Petition can be filed by anyone (Family, Adult Services, Public Defender)
- » **Three Outcomes:** The CARE Court process will result in one of the following outcomes:
 - Voluntary enrollment in alternative program.
 - Voluntary enrollment in CARE Agreement.
 - Court ordered CARE Plan.



What Does the Court Process Look Like?

(LA County)



Different Paths After the Petition

Overview of Similarities & Differences



What's in a CARE Agreement or CARE Plan?



For more information, visit the training [Overview of CARE Agreement & CARE Plan](#) and [California Welfare and Institutions Code \(W&I Code\) section 5982](#).



Roles within the CARE Act

Overview of CARE Act Roles



**Participant/
Respondent**



Petitioner



**Volunteer
Supporter**



**County
Health and
Human
Services
Agency**



**Housing &
Community
Supports
Providers**



**Court/
Counsel**



“Respondent” is a legal term to refer to the person participating in the CARE Act Process. You’ll hear this term being used in the court room and potentially other settings.

Participant/Respondent

- » Potential clients/respondents are adults with a diagnosis of Schizophrenia Spectrum or other psychotic disorders and who are:
 - Severely symptomatic interfering with activities of daily living (ADLs).
 - Not stabilized.
 - Unlikely to survive safely/independently.
 - Deteriorating, and support is needed to prevent further deterioration.
 - Likely to benefit from the CARE process with participation in CARE Act being the least restrictive alternative.

For more information, visit the [CARE Act Eligibility Criteria](#) brief and [Eligibility in Practice](#) training materials.

Petitioner



- » A petitioner could include:
- Family Member
 - Roommate/Housemate
 - Mental Health Professional
 - Medical Professional
 - First Responders
 - Public service agencies, such Behavioral Health (BH), Adult Protective Services (APS), Public Guardian or Public Conservator (PG/PC)
 - Homeless Outreach Worker
 - The Client/Respondent

For more information, visit [CARE Act Resources For Petitioners](#).

Volunteer Supporter



- » An adult chosen by the respondent to provide support throughout the CARE process and to promote the respondent's preferences, choices, and autonomy.

Work with the client on how to maintain autonomy and decision-making authority over their own life.

Includes navigating a CARE agreement or CARE plan, developing a graduation plan, & establishing a Psychiatric Advance Directive (PAD).

Work with the client on communicating the client's preferences for the plan.

In all instances, respect the client's preferences, values and beliefs.

For more information, visit the [Supporter Role in the CARE Act brief](#) and [The Supporter Role in the CARE Act](#) training materials.

Inyo County Health and Human Services

Adult Services Program and Behavioral Health Division



- » Adopt Petition Ownership
- » Investigate
- » Offer Voluntary Enrollment in Alternative Treatment Service
- » Facilitate CARE Agreement/Plan Development
- » Case Management, Court-Ordered Treatment

For more information, visit the [CARE Act Fact Sheet](#) and [2022 California Welfare and Institutions Code](#).

Housing & Community Supports Providers



- » Counties each have different types of potential housing providers that may engage with the CARE Act, that may include:
 - Housing First Models, including
 - Bridge/Interim Housing Models
 - Rapid Rehousing
 - Permanent Supportive Housing
- » Behavioral Health Bridge Housing (BHBH) funding

For more information, visit the [CARE Act Fact Sheet](#) and [2022 California Welfare and Institutions Code](#).



Judicial & Legal

Counsel for Health and Human Services

- Representing county Health and Human Services
- County counsel or other designated attorney

Legal Aid/Public Defender

- Representing the respondent's interests and rights
- Court-appointed regardless of ability to pay

Judge

- Neutral arbiter
- Will strive to conduct CARE proceedings in informal, non-adversarial atmosphere
- Can provide a "black robe" effect, encouraging adherence

For more information, visit the [CARE Act Fact Sheet](#) and the [Legal Roles in the CARE Act](#) brief.

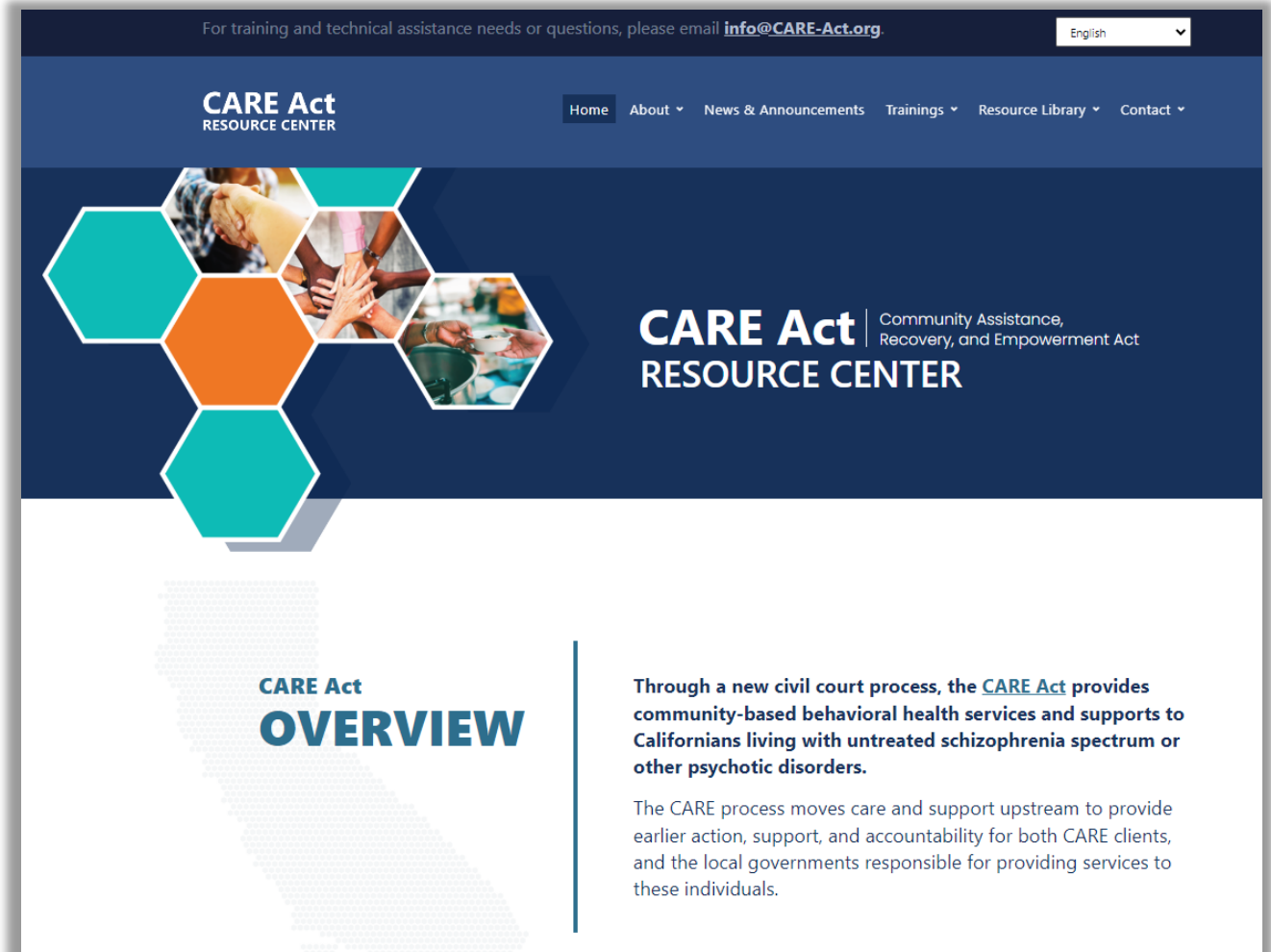
CARE Act Resource Center

» Resources

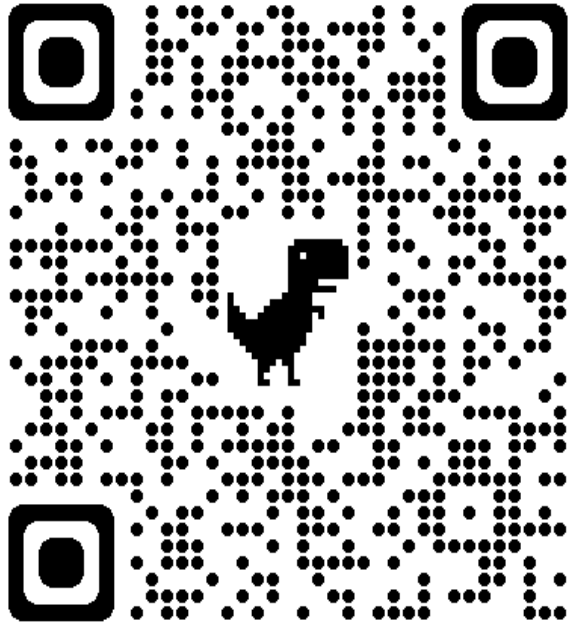
- Training and Resource library
- Upcoming Trainings
- County Directory
- Frequently Asked Questions (FAQs)

» Ways to contact

- [Listserv](#)
- [Technical assistance \(TA\) request form](#)
- [Data TA request form](#)
- [Stakeholder feedback form](#)
- Email: info@CARE-Act.org



Available Trainings and Resources



CARE-Act.org

New to the CARE Act?

View these recommended CARE Act Resources to get started with the basics.



The CARE Act at a Glance

[Resource Details](#)



The CARE Process Flow to
Treatment, Housing, and Support

[Resource Details](#)



CARE Act Eligibility Criteria

[Resource Details](#)



Volunteer Supporter Toolkit

[Resource Details](#)



Legal Roles in the CARE Act

[Resource Details](#)



Supporter Role in the CARE Act

[Resource Details](#)

New to the CARE Act?

View these recommended CARE Act Trainings to get started with the basics.



CARE Act 201: The Client's Journey
Through the Care Act

[View Training Material](#)



CARE Act 202: The CARE Agreement
& CARE Plan

[View Training Material](#)



CARE Act Eligibility in Practice

[View Training Material](#)



The Supporter Role in the CARE Act

[View Training Material](#)



Role of the Family in the CARE
Process

[View Training Material](#)



Practical Approaches to Housing for
the CARE Act

[View Training Material](#)

Questions?

CARE-Act.org | info@CARE-Act.org

The bottom of the slide features two decorative, wavy horizontal lines. The top line is a medium blue color, and the bottom line is a darker blue color. Both lines curve gently across the width of the slide.



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 12, 2024

Reference ID:
2024-849

Proposed Ordinance Repealing Subsection 16.32.330(D) of Inyo County Code Pertaining to Taxes and Assessments for Subdivisions Treasurer-Tax Collector ACTION REQUIRED

ITEM SUBMITTED BY

Treasurer-Tax Collector

ITEM PRESENTED BY

Alisha McMurtrie, Treasurer

RECOMMENDED ACTION:

Waive the first reading of a proposed ordinance titled, "An Ordinance of the Inyo County Board of Supervisors Repealing Subsection 16.32.330(D) of the Inyo County Code Pertaining to Taxes and Assessments for Subdivisions," and set enactment for December 3, 2024 in the Board of Supervisors Room, County Administrative Center, Independence.

BACKGROUND / SUMMARY / JUSTIFICATION:

On October 19, 1999, Inyo County adopted Local rules governing the collection of property taxes and the posting of securities to ensure payment of property taxes and assessments. This action expanded the types of subdivisions to include tract maps, parcel maps, certificate of compliance, parcel merger, or lot line adjustments.

On October 26, 1999, the County adopted Ordinance 1018, wherein Section 16.32.330(D) reversed the actions taken when adopting the Local Rules on October 19, 1999.

The Local Rules were designed to assist this department with the collection of current, delinquent, and taxes that are a lien against the property-not yet due, in all actions that will result in changes to property that is the subject of the recorded map, certificate, or adjustment. The collection of these taxes not only ensures that the intended recipient of the tax receives them, but it provides a layer of security to the landowner and potential purchasers of divided property that the taxes are paid.

Amending Inyo County Code Section 16.32.330 to repeal Section 16.32.330(D) will remove the waiver for parcel maps with four or fewer parcels and lot line adjustments and allow the Inyo County Local Rules Section A, adopted on October 19, 1999, to be the guideline for tax collection and enforcement as it relates to subdivided property of all types.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board may choose not to amend Section 16.32.330 of the Inyo County Code, but this would result in removing the ability to ensure that all property taxes are fully collected before any recordation of a map or document that adjusts parcel boundaries and potentially changes the assessment/taxation values. This would increase the risk of non-payment of taxes due to our local agencies.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Not Applicable

APPROVALS:

Darcy Ellis	Created/Initiated - 10/25/2024
Alisha McMurtrie	Approved - 10/25/2024
John Vallejo	Approved - 11/6/2024
Amy Shepherd	Approved - 11/6/2024
Nate Greenberg	Final Approval - 11/7/2024

ATTACHMENTS:

1. Board Ordinance Amending Section 16.32.330

**AN ORDINANCE OF THE INYO COUNTY BOARD OF SUPERVISORS REPEALING
SUBSECTION 16.32.330(D) OF THE INYO COUNTY CODE PERTAINING TO
TAXES AND ASSESSMENTS FOR SUBDIVISIONS**

WHEREAS, Title 16 of the Inyo County Code (ICC) provides procedures and standards governing the design, improvements and survey of subdivisions in the County; and

WHEREAS, Section 16.32.330 of the ICC specifies the statutory regulations and requirements for taxes and assessments pertaining to subdivision applications found in the applicable sections of the Government Code including requirements to show that there are no liens against the subdivision for unpaid taxes or assessments; an estimate of any lien for taxes or assessments not yet payable; and security conditioned upon the payment of all taxes and assessments, which at the time the final map is recorded are a lien against the property, but which are not yet payable; and

WHEREAS, pursuant to Government Code section 66493(d) and ICC Subsection 16.32.330(D) the County has previously waived the requirements found in 16.32.330 for parcel maps of four or fewer parcels or of a lot line adjustment application; and

WHEREAS, the Inyo County Board of Supervisors and staff ascertained that waiving these requirements is no longer in the best interests of the County; and

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

SECTION I. All recitals above are incorporated herein as findings.

SECTION II. Subsection 16.32.330(D) of the Inyo County Code is hereby repealed.

SECTION III. 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 days from the adoption thereof, a summary of this Ordinance shall be published once in a newspaper of general circulation printed and published in the County of Inyo, State of California in accordance with Government Code Section 25124(b). The Clerk of the Board is hereby instructed and ordered to so publish a summary of this Ordinance together with the names of the Board voting for and against same.

PASSED AND ADOPTED this _____ day of _____, 2024 by the following vote of the Inyo County Board of Supervisors:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chair

ATTEST: Nate Greenberg
 Clerk to the Board

By: _____
 Darcy Ellis, Assistant

DRAFT



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 12, 2024

Reference ID:
2024-852

Proposed Ordinance Amending Inyo County Code Sections 2.04.010 and 2.04.020 Pertaining to the Regular Board of Supervisors Meeting Schedule County Counsel ACTION REQUIRED

ITEM SUBMITTED BY

Nate Greenberg, County Administrative Officer

ITEM PRESENTED BY

Nate Greenberg, County Administrative Officer

RECOMMENDED ACTION:

Waive further reading of the proposed ordinance titled, "An Ordinance of the Board of Supervisors, County of Inyo, State of California, Amending Sections 2.04.010 and 2.04.020 of the Inyo County Code," and schedule enactment for December 3, 2024, in the Board of Supervisors Chambers, County Administrative Center, Independence.

BACKGROUND / SUMMARY / JUSTIFICATION:

Over the last year, County Administration has worked with the Board of Supervisors and other County leadership to propose a thoughtful restructure to the annual calendar for Board of Supervisors meetings. The goal of this effort is to provide both Supervisors and staff additional time to produce an effective Board agenda, allow for Board meeting agendas to be published earlier - thereby providing more time for review, and for staff and Supervisors to react to issues which come up during Board meetings.

Currently, County Code Section 2.04.010 "Meetings - Generally" establishes that: "Regular meetings of the board of supervisors of the county are fixed for the first, second, third and fourth Tuesday of each calendar month; provided, however, in calendar months where there is a fifth Tuesday, there shall be no regular meeting of the board of supervisors on the fourth Tuesday of such calendar month." The combination of this section in addition to Code Section 2.04.020 "Meetings - Falling on Holiday," effectively prescribe the cadence and schedule of Board meetings, without any flexibility.

While the seeming intent of the Code is to provide for a regular and recurring schedule for meetings, when this prescriptive approach is matched with the holiday and conference calendar, there are many instances each year when the Board may go three weeks without a meeting. In order to adopt a meeting calendar outside of these parameters, your Board is currently required to take action to cancel prescribed meetings, and schedule Special Meetings, which can be awkward and inefficient.

The draft ordinance associated with this item would amend both code sections so that the Board may set all future meeting schedules by resolution, rather than ordinance. This action lays the groundwork for allowing the Board to adopt a meeting calendar once the ordinance takes effect, which is 30 days after its second reading (currently scheduled for December 3, 2024), effectively making the date January 4,

2025. Though the Board calendar for next year cannot be adopted as part of this item, the proposed schedule has been attached for reference. The Board is welcome to provide any comments or additional direction to staff regarding the proposed calendar or other aspects of this proposed action.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to adopt this ordinance amending these sections of Inyo County Code. This is not recommended, as the current Code presents challenges with regard to establishing a thoughtful schedule around Board of Supervisors meetings. Furthermore, this change to County Code will provide greater flexibility for the Board in establishing an annual Board Calendar via a resolution.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

High Quality Services | High-Quality County Government Services

APPROVALS:

John Vallejo	Created/Initiated - 10/25/2024
Darcy Ellis	Approved - 10/28/2024
Nate Greenberg	Approved - 11/5/2024
John Vallejo	Approved - 11/6/2024
Amy Shepherd	Approved - 11/6/2024
Nate Greenberg	Final Approval - 11/7/2024

ATTACHMENTS:

1. DRAFT - Ordinance for Meeting Schedule
2. 2025 Proposed Board Meeting Calendar

ORDINANCE XXX

AN ORDINANCE OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA AMENDING SECTIONS 2.04.010 AND 2.04.020 OF THE INYO COUNTY CODE

WHEREAS, in order to provide for more efficient and effective County operations, the Board of Supervisors determined that more flexibility for its regular meeting schedule is warranted.

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

SECTION ONE:

A. Inyo County Code Section 2.04.010 shall be replaced in its entirety as follows:

“2.04.010 – Meetings Generally.

Regular meetings of the Board of Supervisors of the county shall be annually set by Resolution. The time for regular meetings to commence shall be set by the clerk of the board of supervisors between eight a.m. and ten a.m. depending upon the needs of the members of the board of supervisors and the items to be heard on their agenda. Regular meetings shall be conducted in the board of supervisors' chambers in the county administrative center in the town of Independence unless otherwise indicated on the annual Resolution setting the regular meeting schedule.”

B. Inyo County Code Section 2.04.020 shall be replaced in its entirety as follows:

“2.04.020 Reserved.”

SECTION TWO: 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 _____ 2023.

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

PROPOSED 2025 Board Meeting Calendar

Meeting	Cutoff to Get on Agenda (5 p.m.)	Completion Deadline (5 p.m.)	Agenda Publication
January 7, 2025	12/23/24	12/26/24	12/30/24*
January 14, 2025 – Special Meeting (TTC Interviews)	N/A	01/06/25	01/09/25
January 15 – Special Meeting (DA Interviews)	N/A	01/06/25	01/09/25
January 21, 2025	DARK		
January 28, 2025	01/13/25	01/16/25	01/21/25
February 4, 2025	DARK		
February 11, 2025	01/27/25	01/23/25	01/28/25
February 18, 2025	DARK		
February 25, 2025 (Mid-Year Budget)	02/10/25	02/13/25	02/18/25
March 4, 2025	DARK (NACo Legislative Conference March 1-4, 2025 – Washington, D.C.)		
March 11, 2025	02/21/25	02/27/25	03/04/25
March 18, 2025	DARK		
March 25, 2025	03/10/25	03/13/25	03/18/25
April 1, 2025	DARK		
April 8, 2025 Southeast Inyo Meeting	03/24/25	03/27/25	04/01/25
April 15, 2025	03/31/25	04/07/25	04/10/25
April 22, 2025	DARK (5-Tuesday Month/CSAC Legislative Conference April 23-25 – Sacramento)		
April 29, 2025	04/14/25	04/17/25	04/22/25
May 6, 2025	DARK		
May 13, 2025 (3 rd Quarter Financial Review)	04/28/25	05/01/25	05/06/25
May 20, 2025	DARK		
May 27, 2025	05/12/25	05/15/25	05/20/25
June 3, 2025	DARK		
June 10, 2025 (Prelim. FY 25-26 Budget)	05/25/25	05/29/25	06/03/25
June 17, 2025	DARK		
June 24, 2025	06/09/25	06/12/25	06/17/25
July 1, 2025	DARK		
July 8, 2025	06/23/25	06/26/25	07/01/25
July 15, 2025	DARK (NACo Annual Conference July 11-14, 2025 – Philadelphia)		
July 22, 2025	07/07/25	07/10/25	07/15/25
July 29, 2025	DARK		
August 5, 2025	07/21/25	07/24/25	07/29/25
August 6, 2025 – Budget Workshop	N/A	07/24/25	07/29/25
August 12, 2025	DARK		
August 19, 2025	08/04/25	08/07/25	08/12/25
August 26, 2025	DARK		
September 2, 2025	08/18/25	08/21/25	08/26/25
September 9, 2025 – Budget Hearings	08/25/25	09/01/25	09/04/25
September 16, 2025	DARK (RCRC Annual Conference September 17-19, 2025 – Placer County)		
September 23, 2025 – Budget Approvals	09/08/25	09/11/25	09/16/25
September 30, 2025	DARK		
October 7, 2025	09/22/25	09/25/25	09/30/25
October 14, 2025	DARK		
October 21, 2025	10/06/25	10/09/25	10/14/25
October 28, 2025	DARK		
November 4, 2025	10/20/25	10/23/25	10/28/25
November 11, 2025	VETERAN'S DAY HOLIDAY		
November 18, 2025	11/03/25	11/06/25	11/12/25
November 25, 2025	DARK		
December 2, 2025	DARK (CSAC Annual Meeting December 1-5, 2025 – Santa Clara County)		
December 9, 2025	11/24/25	11/26/25	12/02/25
December 16, 2025	12/01/25	12/08/25	12/11/25
December 23, 2025	DARK (Holiday/5-Tuesday Month)		
December 30, 2025	DARK (Holiday/5-Tuesday Month)		
January 6, 2026	12/22/25	12/26/25	12/30/26
January 13, 2026	DARK		
January 20, 2026	01/04/26	01/08/26	01/13/26
January 27, 2026	DARK		

*Earlier deadline due to holiday



INYO COUNTY BOARD OF SUPERVISORS

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AGENDA ITEM REQUEST FORM

November 12, 2024

Reference ID:
2024-834

Option and License Agreement Between County of Inyo and VB BTS III, LLC, for use of County Property in Big Pine as a Telecommunications Site

County Administrator

ACTION REQUIRED

ITEM SUBMITTED BY

Meaghan McCamman, Assistant County
Administrator

ITEM PRESENTED BY

Meaghan McCamman, Assistant County
Administrator

RECOMMENDED ACTION:

Approve the option and license agreement between the County of Inyo and VB BTS III, LLC, a Delaware limited liability company, for a portion of real property located at 1001 County Road in Big Pine, CA, for a three-year option period, followed by a 10-year license, with option to renew up to six additional five-year terms (for a total potential license term of up to 40 years), and authorize the County Administrator to sign and execute any additional paperwork.

BACKGROUND / SUMMARY / JUSTIFICATION:

There is a gap in cell coverage along the Highway 395 Corridor, between the communities of Bishop and Big Pine, and for years the County has been interested in finding a solution to close this coverage gap to better serve the residents in these communities, and individuals traveling Highway 395 between them.

The County of Inyo was approached by several companies interested in serving this area by building a wireless communications facility on County owned property located at 1001 County Road in Big Pine, California. As is required by Inyo County's land management policy, the County issued a Request for Proposals (RFP) in November, 2023 to seek formal proposals from qualified parties who develop and operate a wireless cellular communications facility. Ultimately, the County received one qualified bid response from Vertical Bridge, LLC, who was ultimately selected as the successful bid.

Since that time, the County has been working through contract terms with the company, which are being brought before your Board for consideration and approval via this item.

FISCAL IMPACT:

Funding Source	Not Applicable	Budget Unit	Not Applicable
Budgeted?	No	Object Code	Not Applicable
Recurrence	Annual revenue to be received, as described below	Sole Source?	No

If Sole Source, provide justification below

Current Fiscal Year Impact

Upon execution of this agreement, VB BTS III, LLC will pay Inyo County \$7,500 to option the site for 3 years. This revenue will be budgeted in the CAO General Budget (010200) and further discussion will be had with the Board about the use of this revenue.

Future Fiscal Year Impacts

Should VB BTS III, LLC exercise its option to license the site on or before year 3, VB BTS III, LLC will pay Inyo County an initial capital contribution of \$30,000, then a monthly fee of \$1,750, increasing by 2% per year every renewal period, plus 20% revenue share for any carriers over the first carrier hosted at the site.

Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could decide not to sign this agreement and associated paperwork. This is not recommended, as cell coverage in this area (specifically the Big Pine and Wilkerson communities, as well as along 395 corridor in between) has long been identified as a significant need and this has been identified as one of the best locations for this infrastructure.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Community Supporting Infrastructure Improvements

APPROVALS:

Meaghan McCamman	Created/Initiated - 11/5/2024
Darcy Ellis	Approved - 11/5/2024
Denelle Carrington	Approved - 11/5/2024
John Vallejo	Approved - 11/5/2024
Amy Shepherd	Approved - 11/5/2024
Nate Greenberg	Final Approval - 11/6/2024

ATTACHMENTS:

1. Ground Lease: US-CA-5368 P-021157 TMO-9

**OPTION AND LICENSE AGREEMENT
BY AND BETWEEN THE COUNTY OF INYO AND VB BTS III, LLC,
FOR THE USE OF COUNTY PROPERTY AS A TELECOMMUNICATIONS SITE**

The parties to this Agreement are the County of Inyo, a political subdivision of the State of California ("**County**" or "**Licensor**") and VB BTS III, LLC, a Delaware limited liability company ("**Licensee**"). County and Licensee are collectively referred to as "the Parties." This License and Agreement shall be deemed entered into as of the date provided in paragraph 2 ("the **Effective Date**").

Recitals

- A. The County owns certain real property located at 1001 County Road, Big Pine, California, Inyo County, State of California, Assessor's Parcel No. 018-090-01, as more fully described in Attachment A, attached hereto and made a part hereof ("the **Property**").
- B. The County is willing to grant to Licensee a conditional ten (10) year license, renewable at Licensee's option, for up to six (6) additional five (5)-year terms, for use of a portion of the Property and for access thereto, ("the **Licensed Premises**"), on the terms and conditions set forth in this License and Agreement and contingent up receipt of any and all necessary planning/land use approvals (the "**Planning Approvals**") and associated compliance with the California Environmental Quality Act (CEQA). The Licensed Premises is further described in Attachment B, attached hereto and made a part hereof.
- C. Before entering into this License and Agreement, the County complied with the licensing procedures set forth in Government Code section 25537(a), including the publishing and posting of a call for bids and the acceptance of the highest bid received in response thereto.

Agreement and License

On the basis of the mutual covenants, conditions and understanding set forth in this License and Agreement, together with its Recitals, the Parties agree as follows:

1. OPTION TO LICENSE.

As of the Effective Date, Licensor grants to Licensee the exclusive option to license the Premises (the "**Option**") during the Option Period (defined below). During the Option Period and Term (defined below), Licensee and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Property (collectively, the "**Tests**"). Prior to entering the Property in accordance with this paragraph, Licensee shall provide a minimum of seven (7) calendar days' written notice (via email) to the County Administrative Officer. The CAO shall respond to the notice in writing within four (4) calendar days of its receipt to confirm whether the entry is approved or approved subject to conditions. If

no approval or other response is provided within five (5) calendar days, then it shall be presumed that entry is approved.

Licensee shall further be able to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Licensee's sole discretion for its use of the Premises including, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, construction permits and any other permits and approvals deemed necessary by Licensee (collectively, the "Government Approvals"), initiate the ordering and/or scheduling of necessary utilities, obtain a title report with respect to the Property, and otherwise to do those things on or off the Property that, in the opinion of Licensee, are necessary in Licensee's sole discretion to determine the physical condition of the Property, the environmental history of the Property, and the feasibility or suitability of the Property for Licensee's permitted use under this Agreement, all at Licensee's expense. Licensee shall be authorized to apply for the Government Approvals on behalf of itself, and/or Licenser where required, and Licenser agrees to reasonably cooperate with such applications. Licensee will not be liable to Licenser or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Licensee's Tests. Licensee will restore the Property to its condition as it existed prior to conducting any Tests, reasonable wear and tear and casualty not caused by Licensee excepted. In addition, Licensee shall indemnify, defend and hold Licenser harmless from and against any and all injury, loss, damage or claims arising directly out of Licensee's Tests.

In consideration of Licenser granting Licensee the Option, Licensee agrees to pay Licenser the sum of Seven Thousand Five Hundred Dollars (\$7,500.00) within thirty (30) days after the full execution of this Agreement. The Option Period will be for a term of four (4) years from the Effective Date (the "**Option Period**").

Licensee may exercise the Option at any time during the Option Period by delivery of written notice to Licenser (the "**Notice of Exercise of Option**"). The Notice of Exercise of Option shall set forth the commencement date (the "**Commencement Date**") of the Initial Term (defined below), which shall begin the first calendar day of the month following the delivery of the written Notice of Exercise of Option. If Licensee does not provide a Notice of Exercise of Option during the Option Period, this Agreement will terminate, and the parties will have no further liability to each other.

During the Option Period or the Term, Licenser shall not take any action to change the zoning status or land use of the Property which would diminish, impair, or adversely affect the use of the Premises by Licensee for its permitted uses hereunder.

2. GRANT OF LICENSE.

- A. Subject to and contingent upon completion of the contingencies set forth in sub-paragraph B below, County hereby grants Licensee an exclusive and irrevocable license to enter,

install equipment on, and use the Licensed Premises, as further described in subdivisions C and D and in Attachment B of this Agreement, for a period of ten (10) years from the Commencement Date.

- B. The grant of this License (and the payment of License Fees as set forth in paragraph 3) is expressly contingent upon the following conditions being satisfied:
- i. Discretionary Planning Approvals. Licensee must apply for and receive any and all applicable Planning Approvals from the County for the proposed use including, but not limited to, a Conditional Use Permit, and shall comply with all permit conditions and conditions of approval throughout the term of the License. Licensee must submit completed application(s) for the Planning Approvals within 90 days of execution of this Agreement, unless that deadline is extended in writing by the County Administrative Officer (the “CAO”). Licensee understands that grant of the Planning Approvals is within the County’s sole discretion and that such Approvals may be granted in whole or in part, with conditions or modifications, or that they may be denied.
 - ii. Compliance with CEQA. The County’s consideration and possible grant of the Planning Approvals requires compliance with CEQA. Such compliance will occur prior to consideration of the Planning Approvals by the County’s decision-making body and shall be in accordance with the County’s standard CEQA processing requirements and all applicable law. Upon receipt of completed application(s) for the Planning Approvals, County will process the applications, including conducting required review, and make a determination as to whether to approve, conditionally approve, or deny the proposed uses in good faith and within a reasonable period of time.
- C. Communications Tower Facility and Utilities:
- i. Upon satisfaction of the above contingencies and issuance of written confirmation thereof by County, within one year of execution of this Agreement, Licensee shall erect on the Licensed Premises a wireless communications tower, fiber optic cable and fiber access points (vaults) which support connectivity to the communications tower, and other facilities at the Property, and other improvements as detailed in the Planning Approvals (collectively the “**Communications Tower Facility**”) on the Licensed Premises. Thereafter, Licensee shall install (or provide by sub-license for the installation of) wireless communication systems to transmit and receive communications signals to and from the Communications Tower Facility. The Communications Tower Facility shall be capable of providing space for at least three (3) major cellular communications providers (e.g. AT&T, Verizon, T-Mobile), and Licensee shall offer said space to the cellular communications providers at competitive market rates. Additionally, through those major cellular communications providers, the Communications Tower Facility shall provide modern cellular phone and

data service to at least the areas of Big Pine and Wilkerson, including the stretch of Highway 395 between these two communities.

- ii. Licensee may also construct buildings or cabinets on the Licensed Premises to house equipment, with standard and emergency electrical provisions in and to the buildings or cabinets, and may run columns, supports and foundations from the air space to, on and into the land below, for the support of the building(s) that Licensee or its sub-licensee erects for its use and as authorized herein and as more particularly described in the Planning Approvals.
- iii. The buildings or cabinets and the base of the tower will be fenced for security at Licensee's expense. The fence type shall be as set forth in the Planning Approvals. Said installations and uses shall be effected with all reasonable diligence and precaution to avoid damage to the Property and the Licensed Premises and to the structures, equipment, and facilities thereon.
- iv. Licensee understands and agrees that it is their obligation to bring all necessary utilities to the Property and create their own separate metered accounts. Any such utility service caused to be brought to the Property by Licensee shall be made available to Licensor to connect to for its other uses on the Property on Licensor's own separate metered account(s).
- v. All improvements made to the Property and Licensed Premises by Licensee shall be referred to as the "**Licensee Facilities.**" Said installation of Licensee Facilities and uses shall begin with all reasonable diligence and precaution to avoid damage to the Property and the Licensed Premises and to the structures, equipment, and facilities thereon

D. The Licensed Premises includes:

- i. A non-exclusive, unimpaired right to access the Communications Tower Facility from public roads, on foot or motor vehicle, as shown on Attachment B, for twenty-four (24) hours per day, seven days per week over and across Licensor's Property from an adjacent public right-of-way for the purpose of providing Licensee and/or its sub-licensee/contractor with a right to cross, and means of reasonable ingress and egress, including temporary parking of vehicles and equipment, to and from the Licensed Premises to install, maintain, repair, operate, service, replace and remove the Communications Tower Facility and associated equipment and buildings, utility wires, poles, cables, conduits, and pipes, and to provide utilities to Licensee's Facilities and equipment on the Licensed Premises.
- ii. A non-exclusive, unimpaired right to install, maintain, repair, operate, service, replace, and remove utility wires, poles, cables, conduits, and pipes,

so as to provide utilities to the Communications Tower Facility (the “**Utility Access**”). Such utilities shall be installed and maintained in accordance with the County’s Land Development Regulations and with all planning/land use permit conditions and mitigation measures, which may include an additional or amended site plan.

- E. Access to Premises after Commencement Date and Construction of Perimeter Fencing: Upon completion of a perimeter fence and creation of access to the License Area that is separate from the County’s access to the site, Licensee may authorize its sub-licensees/contractors, as necessary, and any utility providers, for the purpose of providing electric, telephone and other utilities to the Licensed Premises, to enter the Licensed Premises to install, maintain, repair, operate, service, and replace such utilities. No utilities may be removed without prior County approval.
- F. Licensors warrants that it has title to the Licensed Premises, and no other person or corporation has the right to license the same location as is being offered through this Agreement for the term and the renewals thereof granted by this Agreement.
- G. During the Option Period and the Term, Licensor, its successors and assigns, will not grant any ground license, license, or easement with respect to the Property (outside of the Premises) and any property adjacent or contiguous to the Property or in the immediate vicinity of the Property that is fee owned by Licensor: (a) for any of the uses contemplated in Section 2 herein; or (b) if such license, license, or easement would detrimentally impact the Communications Facilities or Licensee’s economic opportunities at the Premises, or the use thereof. Licensor shall not cause or permit the construction of communications or broadcast towers or structures, fiber optic backhaul facilities, or satellite facilities on the Property or on any other property of Licensor adjacent or contiguous to or in the immediate vicinity of the Property, except for the Communications Facilities constructed by Licensee which directly compete or otherwise interfere with Licensee’s site, without prior approval. Licensor and Licensee intend by this Agreement for Licensee (and persons deriving rights by, through, or under Licensee) to be the sole parties to market, use, or sublease any portion of the Property for Communications Facilities during the Option Period and the Term. Licensor agrees that this restriction on the use of the Property is commercially reasonable, not an undue burden on Licensor, not injurious to the public interest, and shall be specifically enforceable by Licensee (and persons deriving rights by, through or under Licensee) in a court of competent jurisdiction. The foregoing restriction shall run with the land and be binding on the successors and assigns of Licensor.
- H. Licensee accepts the Licensed Premises in "as is" condition and understands that County has made no representation or guarantee to it that the Licensed Premises is suitable or desirable for the installation of a wireless communications tower; in this regard Licensee acknowledges it has had an opportunity to inspect the Licensed Premises to determine its suitability for this purpose.

- I. Notwithstanding the foregoing or any other provision of this Agreement, the parties agree that the County is not an insurer and provides no guarantees or assurances of any kind regarding the safety or security of the Property or the Licensed Premises, nor is it hereby undertaking any obligation to provide security services related to Licensees equipment or operations. Rather, Licensee assumes the risk of loss from any alleged lack of security related to the Property, the Licensed Premises, or its equipment and operations, except for loss caused by the County's willful misconduct.

3. TERM

This Agreement shall be deemed effective on the date it is executed by both parties (the "**Effective Date**") and shall terminate (unless otherwise provided) either upon termination of the License granted pursuant to paragraph 1, including any successive renewal terms, upon nonsatisfaction of any or all of the contingencies set forth in subparagraph 1.B, within the time periods provided, or as they may be extended in writing by County. If the contingencies set forth in subparagraph 1.B. are satisfied, then the term of the License shall be ten (10) years ("**Initial Term**") commencing on the Commencement Date, unless otherwise terminated as provided herein. Licensee shall have the right to renew the License for six (6) successive five (5) year periods (the "**Renewal Terms**"), on the same terms and conditions as set forth herein. This License shall automatically be extended for each successive Renewal Term unless Licensee notifies Licensor of its intention not to renew prior to the commencement of the succeeding Renewal Term, on or before three (3) months before the end of the License term or renewal. The Initial Term and any Renewal Terms shall collectively be referred to as the "**Term**".

4. CONSIDERATION

- A. License Fee. In consideration of the valuable rights provided herein, beginning on the first (1st) day of the third (3rd) month after the Commencement Date ("Rent Commencement Date"), Licensee shall pay to Licensor a monthly rent payment of One Thousand Seven Hundred Fifty Dollars (\$1,750.00) ("Rent") at the address set forth below on or before the fifth (5th) day of each calendar month in advance. The initial payment of Rent will be forwarded by Licensee to Licensor within thirty (30) days after the Rent Commencement Date. All payments shall be by check made payable to "County of Inyo" and delivered at the following address:

County Administrator
P.O. Drawer N
Independence, CA 93526

- B. Rent Escalation. The Rent shall increase by two percent (2%) annually on each anniversary of the Rent Commencement Date.
- C. Revenue Share. Beginning with the second (2nd) broadband carrier, Licensee agrees to pay Licensor twenty percent (20%) of the second (2nd) and each subsequent additional broadband carrier's monthly sublease or license fee ("Sublicense Fee") as additional Rent

(individually, or together if applicable, a “Revenue Share Fee”), subject to the following terms and conditions. The applicable Revenue Share Fee shall commence on the first day of the month following the date that such additional broadband carrier(s) commences payments to Licensee of such carrier’s Sublicense Fee under its respective sublicense(s). The Revenue Share Fee shall only be due and payable in the event there are two (2) or more broadband carriers. If at any time subsequent to the addition of a second (2nd) broadband carrier the number of broadband carriers is reduced to one (1) broadband carrier, then no Revenue Share Fee shall be due and payable. Notwithstanding anything to the contrary contained herein, the Revenue Share Fee shall only be due and payable by Licensee to Licensor hereunder during the term of such broadband carriers’ sublicense agreements for so long as such broadband carriers are actually paying to Licensee the requisite Sublicense Fee set forth therein. For purposes of this Agreement, Sublicense Fee shall be all rent actually collected from any sublicense that Licensee enters into with any subtenant or licensee including amendments and renewals thereof but excluding: (i) any reimbursements or pass-throughs from such sublicenses or licenses to Licensee for charges including but not limited to utility charges, taxes, or other pass-through expenses or (ii) any fees from sublicensees or licenses to Licensee for services performed on behalf of such sublicensees or licensees including but not limited to site acquisition, due diligence, design and engineering work, construction, site inspections, radio frequency monitoring and testing, repairs, and zoning and permitting.

- D. Capital Contribution. Licensee will pay to Licensor a one-time capital contribution payment of Thirty Thousand Dollars (\$30,000) within thirty (30) days after the Rent Commencement Date.

5. REQUIRED LICENSES, CERTIFICATES AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Licensee to provide the services and work described in this Agreement must be procured by Licensee with due diligence and be valid at the time Licensee engages in any such services and work under this License and Agreement. Further, during the Term of this License and Agreement, Licensee must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates and permits may include, but are not limited to, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Licensee at no expense to the County. Licensee will provide the County, on or before the execution of this License and Agreement, with evidence of the current and valid licenses, certificates, and permits which are required to provide the services described in this License and Agreement; in the event of a dispute, the County reserves the right to reasonably determine whether a particular license or permit is required to provide such services.

6. OWNERSHIP OF IMPROVEMENTS

During the term of this license, title to all structures, improvements, facilities, or alterations constructed or installed by Lessee shall be vested to Licensee. Upon the termination of the Licensee’s tenancy, said structures, improvements, facilities, or alterations, other than

machines, equipment; trade fixtures, and similar installations of a type commonly removed without structural damage to the Property, shall become a part of the land upon which they are constructed, or of the building to which they are affixed, and title thereto shall thereupon vest in Licensor, unless Licensor requests Licensee to remove some or all of said structures, improvements, facilities, or alterations, in which case Licensee shall promptly remove said items at Licensee's sole cost and expense. In the event the removal of any fixture damages any part of the Property, Licensee shall repair such damage and restore the Property to as good condition as the same was in prior to said damage, reasonable wear and tear excepted. Notwithstanding any provision of this Agreement, Licensee shall not be required to remove any underground structures or improvements, including without limitation, footings and/or foundations.

7. INSURANCE

Licensee shall procure and maintain, during the entire term of this Agreement or, if work or services do not begin as of the effective date of this Agreement, commencing at such other time as may be authorized in writing by Licensor's Risk Manager, the following insurance (as noted) against claims for injuries to persons or damages to property which may arise from or in connection with the performance of work by Licensee, its agents, representatives, employees, or subcontractor as set forth in Attachment F.

8. LIENS

During the term of this lease, the fee interest in the real property underlying the Licensed Premises shall not be used as security for any loans or mortgages nor otherwise have any liens placed on it. Additionally, Licensee shall keep any Licensor-owned improvements on the Licensed Premises free and clear of any liens or other encumbrances. By way of specification without limitation, Licensee shall keep the Licensed Premises free from any liens arising out of any work performed, materials furnished, or obligations incurred by or for Licensee, and shall indemnify, hold harmless, and defend Licensor from any liens and encumbrances arising out of any work performance or materials furnished by or at the request of Licensee. In the event that Licensee does not, within thirty (30) calendar days following the imposition of any such lien, cause such lien to be released of record by payment or posting of a proper bond, Licensor shall have, in addition to all other remedies provided herein and by law, the right, but not the obligation, to cause upon ten (10) business days prior written notice to Licensee the same to be released by such means as it shall deem proper, including payment in satisfaction of the claim giving rise to such lien. All such sums paid by Licensor and all expenses incurred by it in connection therewith, including costs and attorney's fees, shall be paid by Licensee to Licensor on demand. Nothing in this Section shall be construed to limit any rights of Licensee to use its leasehold interest as security for any loans to the extent that such use is permitted under this Agreement. Nothing In this section shall be construed to place any obligations upon Licensee with respect to liens, loans, or mortgages placed upon the Licensed Premises by Licensor.

9. INDEPENDENT CONTRACTOR STATUS

- A. All acts of Licensee, its agents, officers and employees, relating to the performance of this License and Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of the County. Licensee by virtue of this License and Agreement has no authority to bind or incur any obligation on behalf of, or exercise any right or power vested in, the County, except as expressly provided by law or set forth on this License and Agreement. No agent, officer, or employee of the County is to be considered an employee of Licensee. It is understood by both Licensee and Licensor that this License and Agreement shall not, under any circumstances, be construed to create an employer-employee relationship or a joint venture. As an independent contractor:
- i. Licensee shall determine the method, details, and means of performing its activities under this License and Agreement. Licensee shall be responsible to Licensor only for the requirements and results specified in this License and Agreement, and except as expressly provided in this License and Agreement, shall not be subject to the Licensor's control with respect to the physical action or activities of Licensee in fulfillment of this License and Agreement.
 - ii. Licensee, its agents, officers and employees are, and at all times during the term of this License and Agreement shall represent and conduct themselves as independent contractors and not as employees of Licensor.

10. DEFENSE, INDEMNIFICATION, AND WAIVERS

- A. Each party agrees to indemnify, defend and hold harmless the other party, its parent company or other affiliates, successors, assigns, officers, directors, shareholders, managers, members, agents and employees (collectively, "Indemnified Persons") from and against all claims, actions, judgments, damages, liabilities, losses, expenses and costs (including, without limitation, reasonable attorneys' fees and court costs) (collectively, "Losses") caused by or arising out of (a) such party's breach of any of its obligations, covenants, representations or warranties contained herein, or (b) such party's acts or omissions with regard to this Agreement; provided, however, in no event shall a party indemnify the other party for any such Losses to the extent arising from the gross negligence or willful misconduct of the party seeking indemnification. However, in the event of an Indemnified Person's contributory negligence or other fault, the Indemnified Person shall not be indemnified hereunder to the extent that the Indemnified Person's negligence or other fault caused such Losses. This paragraph shall survive any termination of this License and Agreement.
- B. EACH PARTY HERETO WAIVES ANY AND ALL CLAIMS AGAINST THE OTHER FOR ANY LOSS, COST, DAMAGE, EXPENSE, INJURY OR OTHER LIABILITY WHICH IS IN THE NATURE OF INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHICH ARE SUFFERED OR INCURRED AS THE RESULT OF, ARISE OUT OF, OR ARE IN ANY WAY CONNECTED TO THE PERFORMANCE OF THE OBLIGATIONS UNDER THIS AGREEMENT.

11. NONDISCRIMINATION

During the term of this License and Agreement, Licensee, 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 other person because of race, religion, color, ancestry, national origin. Physical handicap, medical condition, marital status, age, sex, or any other protected status. Licensee 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 there under in the California Code of Regulations. Licensee 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.

12. ACTS OF NATURE, IMPOSSIBILITY, OR IMPRACTICABILITY

In the event of destruction of any or all of the improvements located on the Property by fire or other acts of Nature, neither of the parties hereto shall be obligated to rebuild said improvements, and if due to any such event Licensee's operations are materially interrupted, Licensee and Licensors shall each have the right to terminate this License and Agreement upon written notice to the other party.

13. REPORTING

Licensee shall supply the CAO, upon request, with a report regarding the status of its operations and activities under this License and Agreement.

14. TAXES AND ASSESSMENTS

Licensee agrees to pay all taxes and assessments (if any) lawfully imposed on Licensee by any governmental agency with respect to Licensee's activities under this Agreement, including but not limited to taxes or assessments imposed against Licensee's property, inventory, equipment, activities, or employee wages. In that regard, **Licensee is hereby advised pursuant to California Revenue and Taxation Code section 107.6 that this License and Agreement may create a possessory interest subject to property taxation, and that, if such an interest is created, Licensee shall be liable for all taxes assessed on that interest.** The provisions of this paragraph shall survive any termination of this License and Agreement.

15. SUB-LICENSING; ASSIGNMENT; SURRENDER OF PROPERTY

- A. Sub-License. Licensee may sub-license the Licensed Premises, without the prior written consent of Licensors, provided that any Sub-licensee is made subject to applicable terms and conditions of this Agreement, including but not limited to the Insurance standards set forth in paragraph 6. This shall include sub-licensing to others the right to transmit and receive communications signals by way of equipment on or attached to the Tower and/or the right to add or install equipment and/or buildings on the Licensed Premises, together

with rights of ingress and egress. No sub-license shall relieve the Licensee of its obligations pursuant to this License and Agreement.

- B. Assignment by Licensee. Licensee may transfer or assign this Agreement to Licensee's Lender (defined below), principal, affiliates, subsidiaries, subsidiaries of its principal or to any entity which acquires all of or substantially all of Licensee's assets or ownership interests by reasons of merger, acquisition or other business reorganization without Licensor's consent (a "Permitted Assignment"). As to transfers or assignments which do not constitute a Permitted Assignment, Licensee may assign or otherwise transfer this Agreement to any entity of equal or greater financial strength, upon prior written consent of Licensor. Upon assignment, Licensee shall be relieved of all liabilities and obligations hereunder and Licensor shall look solely to the assignee for performance under this Agreement and all obligations hereunder. Licensor's right to consent or not to consent to any transfer is a continuing right in favor of Licensor and cannot be extinguished by Licensor's consent or non-consent on one or more occasion. Licensor may assign this Agreement only in its entirety and only to any person or entity who or which acquires fee title to the Property, subject to Section 19. Licensor may subdivide the Property without Licensee's prior written consent provided the resulting parcels from such subdivision are required to afford Licensee the protections set forth in Section 1(H) hereof.
- C. Surrender. At the expiration of the Term or sooner termination of this Agreement, Licensee shall peaceably and quietly quit and surrender the Licensed Premises to Licensor or its agent or designee in as good order, condition and state of repairs as received by Licensee, reasonable wear and damage by the elements excepted and shall remove any Licensee Facilities as expressly requested by Licensor. If Licensee fails to comply with this provision the Licensor may, at its option, cause the removal of any said improvements and the restoration of the Licensed Premises and bill Licensee for the full cost. Any equipment, fixtures, and other property, including the Licensee Facilities, belonging to Licensee and remaining on the Licensed Premises ninety (90) calendar days after termination of this License and Agreement shall become the property of Licensor and may, at Licensor's option, be removed or otherwise disposed of without any liability to Licensee. This paragraph shall survive any termination of this Agreement.

16. TERMINATION FOR CAUSE - DEFAULT OR BY ORDER OF STATE

- A. Should either party neglect or fail to perform in the manner specified any of the duties and obligations imposed on it via this License and Agreement the non-defaulting party may declare the defaulting party in default. In that event, the non-defaulting party shall notify the defaulting party in writing of the default and therein demand that such party cure the default. Should the defaulting party fail to cure the default within thirty (30) days of the date of the delivery of the notification, the defaulting party may forthwith terminate this License and Agreement. In the event the defaulting party is diligently working to cure such default, then the thirty (30) day period may be extended, by agreement of the parties, for that amount as time as is necessary to cure the default through such diligent efforts.

- B. A waiver of any default by one party shall not be deemed a waiver of any subsequent default, and the waiver of any provision in this License and Agreement shall not be deemed an ongoing or subsequent waiver of that provision.
- C. Should the defaulting party fail to cure a default under this Agreement, the other party shall have all remedies available either at law or in equity, and the right to terminate this Agreement. In the event Licensor elects to terminate this Agreement due to a default by Licensee (which remains uncured by Lender), Licensor shall continue to honor all sublease and license commitments made by Licensee through the expiration of the term of any such commitment and shall be entitled to collect and retain the rents or license fees associated with such subleases or license commitments, it being intended hereby that each such commitment shall survive the early termination of this Agreement.

17. NOTICES

All notices required or permitted under this Agreement shall be in writing and delivered to the parties by facsimile transmission, by personal service, by express mail, or by first class mail, postage prepaid, at the addresses stated below:

Inyo County

County Administration Office
PO Drawer N
Independence, CA 93526

Licensee

VB BTS III, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, FL 33487
Attn: VP Asset Management

With a copy to: General Counsel to the same address.

Lender

Barclays Bank PLC,
as Administrative Agent
745 Seventh Avenue, 5th Floor
New York, NY 10019
Attn: Karen Ngai

The Parties may, by notice as provided above, designate a different address to which notice will be given.

18. ADDITIONAL TERMINATION RIGHT

If at any time during the Term, Licensee determines, in Licensee's sole and absolute discretion, with or without cause, that the Premises is no longer suitable or desirable for Licensee's intended use and/or purposes, Licensee shall have the right to terminate this Agreement upon sixty (60) days prior written notice to Licensor.

19. [Intentionally Deleted.]

20. LENDER'S RIGHTS

A. Licensors agree to recognize the subleases and licenses of all subtenants and licensees and will permit each of them to remain in occupancy of its premises so long as Licensee is not in default hereunder. Licensors agree to execute such documents as any such subtenant and/or licensee might reasonably require, including customary subordination, non-disturbance and attornment agreements and/or Licensors recognition agreements, to further memorialize the foregoing, and further agrees to use Licensors's best efforts to also cause its lenders to similarly acknowledge, in writing, subtenant's and licensee's right to continue to occupy its premises as provided above.

B. Licensors consent to the granting by Licensee of a lien and security interest in Licensee's interest in this Agreement and/or leasehold estate of the Premises and all of Licensee's personal property and fixtures attached to the real property described herein, and furthermore consents to the exercise by Lender of its rights of foreclosure with respect to its lien and security interest. Licensors agree to recognize Lender as Licensee hereunder upon any such exercise by Lender of its rights of foreclosure.

C. Licensors hereby agree to give Lender written notice of any breach or default of Licensee of the terms of this Agreement concurrently with the notice provided to the Licensee. Licensors further agree that no default under this Agreement by Licensee shall be deemed to have occurred unless such notice to Lender is also given and that, in the event of any such breach or default under the terms of this Agreement, Lender shall have the right, to the same extent, for the same period and with the same effect, as Licensee, to cure or correct any such default.

D. Licensors acknowledge that nothing contained herein shall be deemed or construed to obligate Lender to take any action hereunder, or to perform or discharge any obligation, duty or liability of Licensee under this Agreement.

E. Licensee shall have the right from time to time to mortgage or otherwise encumber Licensee's interest in this Agreement and/or leasehold estate in the Premises; provided, however, in no event shall there be more than one such mortgage or encumbrance outstanding at any one time. If Licensee shall so mortgage (each a "Licensee Mortgage") Licensee's interest in this Agreement and/or leasehold interest in the Premises to Lender, Licensee or Lender shall give Licensors prompt notice of such Licensee Mortgage and furnish Licensors with a complete and correct copy of such Licensee Mortgage, certified as such by Licensee or Lender, together with the name and address of Lender if it is different from the information set forth in Section 17 hereof. The term "Lender" as used in this Agreement shall mean the lender identified in Section 17 hereof and its successors, assigns, designees or nominees.

F. This Agreement shall not be amended or modified without the consent of Lender. In the event that Lender shall become the owner of such leasehold estate, Lender shall not be bound

by any modification or amendment of this Agreement made subsequent to the date of a Licensee Mortgage unless Lender shall have consented to such modification or amendment at the time it was made.

G. Licensors shall, within ten (10) days of the request of Licensee or any Lender or prospective Lender, provide an estoppel certificate provided by the Licensee or Lender and approved as to form by Licensors as to any matters reasonably requested by Licensee or Lender.

22. ENTIRE AGREEMENT; MODIFICATION; WAIVER

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations, and understandings. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by the parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

23. SEVERABILITY

Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision of this Agreement be for any reason unenforceable, the balance shall nonetheless be of full force and effect, provided that the intent of the parties shall not be impaired thereby.

24. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue shall be in the County of Inyo.

25. REPRESENTATION BY COUNSEL

The parties each acknowledge that this Agreement is executed voluntarily and without duress or undue influence on the part of the other party. They further acknowledge that they have knowingly participated in the negotiation and preparation of this Agreement and have had the opportunity to be represented by counsel with respect to such negotiation and preparation or do hereby knowingly waive the right to do so, and that they are fully aware of the contents of this Agreement and of its legal effect. Therefore, any ambiguities in this Agreement shall not be resolved in favor of or against either party.

26. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and which together shall constitute one and the same Agreement.

27. MEMORANDUMS

A short-form Memorandum of Option to License (and a short-form Memorandum of License in the event Licensee exercises its option to license the Premises) may be recorded at Licensor's or Licensee's option in the form as depicted in Exhibit 3 and Exhibit 4, respectively, attached hereto. In addition, Licensee's subtenants and licensees shall have the right to record a memorandum of its sublease or license with Licensee.

IN WITNESS of the foregoing provisions the parties have signed this Agreement below through their authorized representatives:

LICENSOR:

COUNTY OF INYO

a political subdivision of the State of California

By: _____

Name: _____

Title: _____

Date: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

State of California

County of _____)

On _____, 20_____ before me, _____

_____ (insert name and title of the officer) personally appeared _____

_____ (name of signatory), who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

[Licensee signature page to Option and License Agreement]

LICENSEE:

VB BTS III, LLC

a Delaware limited liability company

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

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by
_____ (name), _____ (title)
of VB BTS III, LLC, a Delaware limited liability company, on behalf of the company, who is personally
known to me.

Notary Public

Printed Name: _____

My Commission Expires:

ATTACHMENT A

**LICENSE AND AGREEMENT BETWEEN INYO COUNTY
AND VB BTS III, LLC, FOR THE USE OF COUNTY PROPERTY
AS A TELECOMMUNICATIONS SITE**

THAT CERTAIN REAL PROPERTY IN THE COUNTY OF INYO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 9 SOUTH, RANGE 34
EAST, MOUNT DIABLO MERIDIAN.

PARCEL ID: 018-090-01-00

BEING A PORTION OF THE SAME PROPERTY CONVEYED TO COUNTY OF INYO IN DEED FROM FREDERICK
CONN AND CARRIE M. CONN, HIS WIFE, AND EDWARD TRUDO DATED FEBRUARY 28, 1905 AND RECORDED
FEBRUARY 28, 1905 IN INSTRUMENT NO. 1905-0000.

Parcel ID: **018-090-01-00**

Property Commonly Known as: **1001 County Road, CA 93513**

ATTACHMENT B

LICENSE AND AGREEMENT BETWEEN INYO COUNTY AND VB BTS III, LLC, FOR THE USE OF COUNTY PROPERTY AS A TELECOMMUNICATIONS SITE

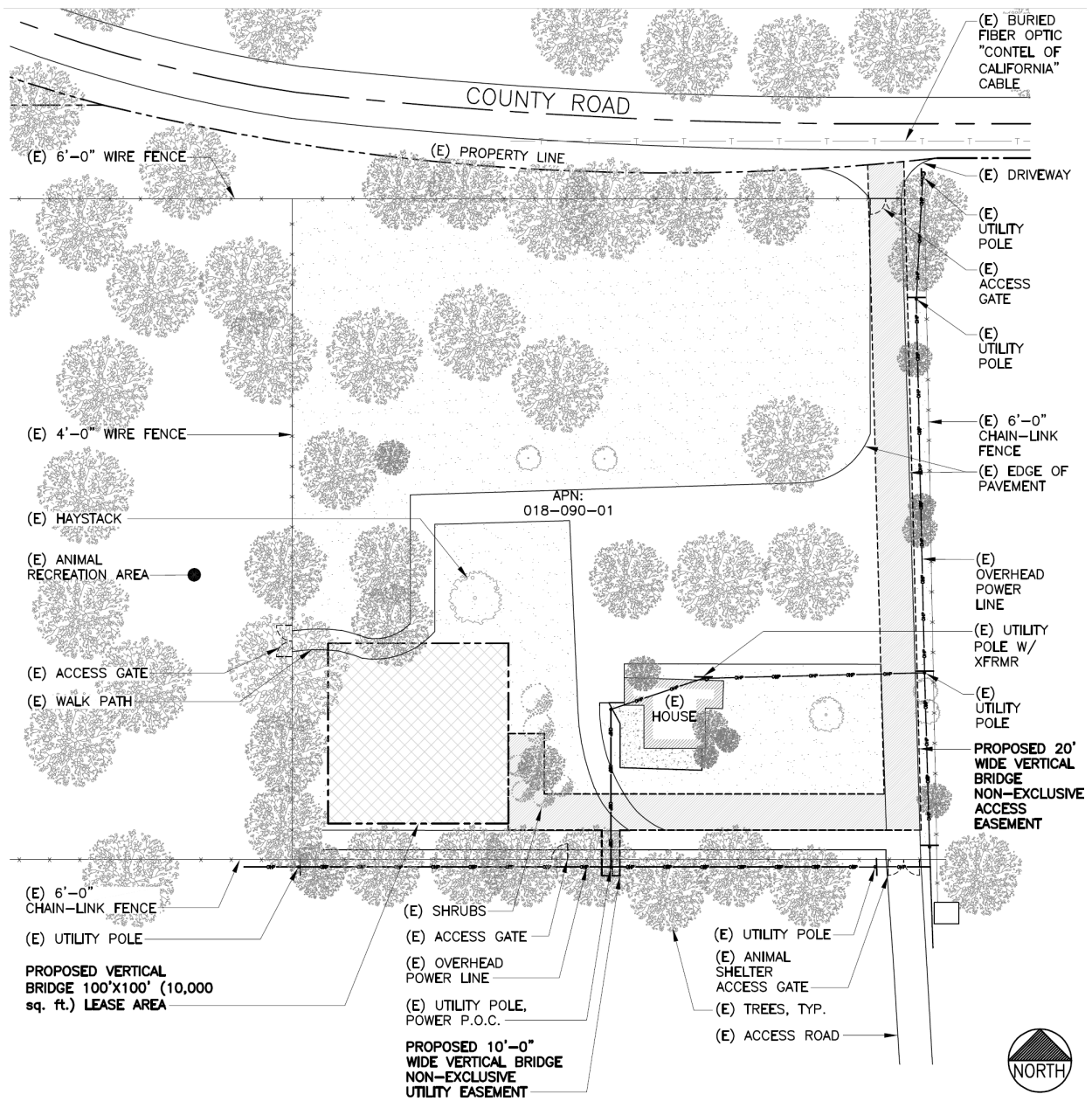
(To be updated upon completion of a final survey.)

A square area of [DESCRIPTION]

Access shall be taken along [DESCRIPTION]. Licensee's facilities shall be completely enclosed with fencing such that there shall be no access between the licensed area and the remaining property.

See following pages for a drawing of the location.





ATTACHMENT C

**LICENSE AND AGREEMENT BETWEEN
INYO COUNTY AND VB BTS III, LLC,
FOR THE USE OF COUNTY PROPERTY
AS A TELECOMMUNICATIONS SITE**

LICENSE FEE SUMMARY

Schedule A:

Initial capital contribution: \$30,000

Initial Monthly Land License Payment with Single Carrier: \$1750

Revenue Sharing Per Additional Carrier: 20%

Percentage Increase Every Renewal Period: 2.00% per year

ATTACHMENT D

Memorandum of Option to License

(Attached)

(Above 3" Space for Recorder's Use Only)

Upon Recording Return to:

VB BTS III, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, FL 33487
Attn: General Counsel

Site Name: US-CA-5368

Site Number: Big Pine

Commitment #: _____

MEMORANDUM OF OPTION TO LICENSE

This Memorandum of Option to License ("**Memorandum**") evidences an Option and License Agreement (the "**Agreement**") between County of Inyo, a political subdivision of the State of California ("**County**" or "**Licensor**") and VB BTS III, LLC, a Delaware limited liability company ("**Licensee**"), dated _____, 20____ (the "**Effective Date**"), for a portion (the "**Premises**") of the real property (the "**Property**") described in Exhibit A attached hereto.

Pursuant to the Agreement, Licensor has granted Licensee an exclusive option to license the Premises (the "**Option**"). The Option commenced as of the Effective Date and shall continue in effect for a period of four (4) years from the Effective Date.

Licensor ratifies, restates and confirms the Agreement and, upon exercise of the Option, shall license to Licensee the Premises, subject to the terms and conditions of the Agreement. The Agreement provides for the license by Licensor to Licensee of the Premises for an initial term of ten (10) years with six (6) renewal option(s) of an additional five (5) years each, and further provides:

1. Licensor may assign the Agreement only in its entirety and only to a purchaser of the fee interest of the Property;
2. Under certain circumstances, Licensee has a right of first refusal to acquire the Premises or the Property from Licensor;
3. Under certain circumstances, Licensor may not subdivide the Property without Licensee's prior written consent; and

4. The Agreement restricts Licensor's ability to utilize, or allow the utilization of the Property or real property owned by Licensor which is adjacent or contiguous to the Property for the construction, operation and/or maintenance of the Communications Facilities (as defined in the Agreement).

This Memorandum is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement. In the event of a conflict between the provisions of this Memorandum and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of Licensor and Licensee and shall inure to the benefit of their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK, SIGNATURES BEGIN
ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM OF OPTION TO LICENSE effective as of the date last signed by a party hereto.

LICENSOR:

COUNTY OF INYO

a political subdivision of the State of California

By: _____

Name: _____

Title: _____

Date: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

State of California

County of _____)

On _____, 20 _____ before me, _____
_____ (insert name and title of the officer) personally appeared _____

_____ (name of signatory), who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

[Licensee signature page to Memorandum of Option to License]

LICENSEE:

VB BTS III, LLC

a Delaware limited liability company

By: _____

Name: _____

Title: _____

Date: _____

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by
_____(name), _____(title)
of VB BTS III, LLC, a Delaware limited liability company, on behalf of the company, who is personally
known to me.

Notary Public

Printed Name: _____

My Commission Expires:

EXHIBIT A
(TO MEMORANDUM OF OPTION TO LICENSE)

The Property
(may be updated by Licensee upon receipt of final legal description from title)

THAT CERTAIN REAL PROPERTY IN THE COUNTY OF INYO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 9 SOUTH, RANGE 34 EAST, MOUNT DIABLO MERIDIAN.

PARCEL ID: 018-090-01-00

BEING A PORTION OF THE SAME PROPERTY CONVEYED TO COUNTY OF INYO IN DEED FROM FREDERICK CONN AND CARRIE M. CONN, HIS WIFE, AND EDWARD TRUDO DATED FEBRUARY 28, 1905 AND RECORDED FEBRUARY 28, 1905 IN INSTRUMENT NO. 1905-0000.

Parcel ID: **018-090-01-00**

Property Commonly Known as: **1001 County Road, CA 93513**

Access and utilities serving the Premises (as defined in the Agreement) includes all easements of record as well as that portion of the Property designated by Licenser and Licensee for Licensee (and Licensee's guests, agents, customers, subtenants, licensees and assigns) ingress, egress, and utility purposes to and from a public right-of-way.

ATTACHMENT E

Memorandum of License

(Attached)

(Above 3" Space for Recorder's Use Only)

Upon Recording Return to:

VB BTS III, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, FL 33487
Attn: General Counsel

Site Name: US-CA-5368

Site Number: Big Pine

Commitment #: _____

MEMORANDUM OF LICENSE

This Memorandum of License (this "**Memorandum**") evidences a License Agreement (the "**License**") between County of Inyo, a political subdivision of the State of California ("**County**" or "**Licensor**") and VB BTS III, LLC, a Delaware limited liability company ("**Licensee**"), dated the _____ day of _____, 20____ (the "**Effective Date**"), for a portion (the "**Premises**") of the real property (the "**Property**") described in Exhibit A attached hereto.

Licensor hereby ratifies, restates and confirms the License and licenses to Licensee the Premises, subject to the terms and conditions of the License. The Commencement Date of the License is _____. The Agreement provides for the license by Licensor to Licensee of the Premises for an initial term of ten (10) years with six (6) renewal option(s) of an additional five (5) years each, and further provides:

1. Licensor will attorn to any mortgagee of Licensee, subordinate any Licensor's lien to the License and to liens of Licensee's mortgagees, and not disturb the tenancy of Licensee;
2. The License restricts Licensor's ability to utilize, or allow the utilization of the Property or real property owned by Licensor which is adjacent or contiguous to the Property for the construction, operation and/or maintenance of Communications Facilities (as defined in the License);
3. Licensee (and persons deriving rights by, through, or under Licensee) are the sole parties to market, use, or sublease any portion of the Property for Communications Facilities during the term of the License (such restriction shall run with the land and be binding on the successors and assigns of Licensor);
4. The Premises may be used exclusively by Licensee for all legal purposes, including, without limitation, erecting, installing, operating and maintaining Communications Facilities;

5. Licensee is entitled to sublease and/or license the Premises, including any Communications Facilities located thereon;

6. Under certain circumstances, Licensee has a right of first refusal to acquire the Premises from Licensor; and

This Memorandum is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the License. In the event of a conflict between the provisions of this Memorandum and the provisions of the License, the provisions of the License shall control. The License shall be binding upon and inure to the benefit of Licensor and Licensee and shall inure to the benefit of their respective heirs, successors, and assigns, subject to the provisions of the License.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK, SIGNATURES BEGIN
ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM OF LICENSE as of the date last signed by a party hereto.

LICENSOR:

COUNTY OF INYO

a political subdivision of the State of California

By: _____

Name: _____

Title: _____

Date: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

State of California

County of _____)

On _____, 20_____ before me, _____

_____ (insert name and title of the officer) personally appeared _____

_____ (name of signatory), who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

[Licensee signature page to Memorandum of License Agreement]

LICENSEE:

VB BTS III, LLC

a Delaware limited liability company

By: _____

Name: _____

Title: _____

Date: _____

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by
_____(name), _____(title)
of VB BTS III, LLC, a Delaware limited liability company, on behalf of the company, who is personally
known to me.

Notary Public

Printed Name: _____

My Commission Expires:

EXHIBIT A
(TO MEMORANDUM OF LICENSE)

The Property

(may be updated by Licensee upon receipt of final legal description from title)

THAT CERTAIN REAL PROPERTY IN THE COUNTY OF INYO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 9 SOUTH, RANGE 34 EAST, MOUNT DIABLO MERIDIAN.

PARCEL ID: 018-090-01-00

BEING A PORTION OF THE SAME PROPERTY CONVEYED TO COUNTY OF INYO IN DEED FROM FREDERICK CONN AND CARRIE M. CONN, HIS WIFE, AND EDWARD TRUDO DATED FEBRUARY 28, 1905 AND RECORDED FEBRUARY 28, 1905 IN INSTRUMENT NO. 1905-0000.

Parcel ID: **018-090-01-00**

Property Commonly Known as: **1001 County Road, CA 93513**

Access and utilities serving the Premises (as defined in the License) includes all easements of record as well as that portion of the Property designated by Licenser and Licensee for Licensee (and Licensee's guests, agents, customers, subLicensees, licensees and assigns) ingress, egress, and utility purposes to and from a public right-of-way.



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 12, 2024

Reference ID:
2024-836

Budget Amendment and Return of Grant Funds for County Medical Services Program Grant

Health & Human Services - Fiscal

ACTION REQUIRED

ITEM SUBMITTED BY

Melissa Best-Baker, Deputy Director - Fiscal
Oversight and Special Operations

ITEM PRESENTED BY

Melissa Best-Baker, Deputy Director - Fiscal
Oversight and Special Operations

RECOMMENDED ACTION:

A) Amend the Fiscal Year 2024-25 Health Budget (045100) as follows: increase estimated revenue in Operating Transfer In (4998) by \$54,986 and increase appropriation in Other Agency Contributions (5539) by \$54,986; and Amend the Fiscal Year 2024-25 HHS Suspense Trust (505104) as follows: increase appropriation in Operating Transfer Out (5801) by \$54,986 (*4/5ths vote required*); and
B) Approve payment of the invoice from County Medical Services Program Grant, in an amount not to exceed \$54,985.86.

BACKGROUND / SUMMARY / JUSTIFICATION:

Health and Human Services (HHS) received a grant in 2022 from the County Medical Services Program (CMSP) to work with local medical providers to purchase a mobile clinic. After several meetings, it was concluded that Southern Inyo Hospital would be moving forward with this project. However, after looking at the ongoing cost to run a mobile clinic and other operational challenges, Southern Inyo Hospital determined that they would not be able to move forward with the project.

Some of the funds were advanced by CMSP to Inyo County Health and Human Services to use for the project. These monies are currently held in the HHS Suspense Trust (505104). Approval of this item will allow for the funds to be moved into the Health budget as an operating transfer so that the advance on grant funding can be returned to CMSP.

FISCAL IMPACT:

Funding Source	Grant Funded (County Medical Services Program Grant)	Budget Unit	505104 and 045100
Budgeted?	No	Object Code	5539/5801
Recurrence	One-Time Expenditure	Sole Source?	No

If Sole Source, provide justification below

Current Fiscal Year Impact

\$54,985.86 which is held in the HHS Suspense Trust (505104). They will be moved into the Health budget as an operating transfer and then the invoice paid.

Future Fiscal Year Impacts

N/A

Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could not approve the budget amendment and payment of the invoice. This is not advised as the funds were not used and it is required that the County sends them back.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Enhanced Health, Social, & Senior Services

APPROVALS:

Tyler Davis	Created/Initiated - 10/22/2024
Melissa Best-Baker	Approved - 10/22/2024
Darcy Ellis	Approved - 10/22/2024
Tyler Davis	Approved - 10/22/2024
Anna Scott	Approved - 10/23/2024
Denelle Carrington	Approved - 10/23/2024
John Vallejo	Approved - 10/23/2024
Amy Shepherd	Approved - 10/28/2024
Nate Greenberg	Final Approval - 11/5/2024

ATTACHMENTS:

1. County Medical Services Program Invoice

INVOICE

Inyo County Health & Human Services
Attn: Melissa Best Baker
PO Drawer H
Independence, CA 93526
760-878-0232

INVOICE #	DATE
CMSP-LICN-047	6/29/2024

REMIT PAYMENT TO
County Medical Services Program
ATTN: Accounting Department
1545 River Park Drive, Suite 435
Sacramento, CA 95815

DESCRIPTION		AMOUNT
Grant Program: Local Indigent Care Needs		\$54,985.86
Amount Paid to Grantee		\$64,953.80
Amount Expended by Grantee		\$9,967.94
Amount owed to CMSP		\$54,985.86
DUE UPON RECEIPT - THANK YOU		TOTAL \$ 54,985.86

If you have any questions about this invoice please contact our Accounting Department



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 12, 2024

Reference ID:
2024-843

Budget Amendment and Contract for the Construction of the Walker Creek Road Bridge over the Los Angeles Department of Water and Power Aqueduct

Public Works

ACTION REQUIRED

ITEM SUBMITTED BY

Kevin Rainbolt, Engineering Assistant

ITEM PRESENTED BY

Michael Errante, Public Works Director

RECOMMENDED ACTION:

A) Amend the Fiscal Year 2024-2025 State Funded Road Budget 034601 as follows: increase estimated revenue in Federal Funds Revenue Code 4552 by \$700,000 and increase appropriation in Walker Creek Object Code 5736 by \$700,000 (4/5ths vote required);
B) Approve the construction contract between the County of Inyo and Steelhead Constructors of Redding, CA in the amount of \$3,354,777, and authorize the Chairperson to sign; and
C) authorize the Public Works Director to execute all other project contract documents, including contract change orders, to the extent permitted by Public Contract Code Section 20142 and other applicable laws.

BACKGROUND / SUMMARY / JUSTIFICATION:

On October 10, 2023, the Board approved the plans and specifications for the Walker Creek Bridge Project and authorized the Public Works Director to solicit construction bids. On August 23, 2024, Inyo County conducted bid openings for the project. Subsequently, on October 15, 2024, Public Works recommended and the Board approved disqualifying the initial low bidder due to mathematical errors and awarding the contract to Steelhead Constructors as the successful bidder.

Outlined below are the reported bid amounts compared to actual calculated totals:

Contractor	Bid Total (Reported)	Bid Total Calculated:
MWC Group Inc.	\$2,588,849.00	\$2,888,849.00
Steelhead Constructors JV	\$3,354,777.00	\$3,354,777.00
Papich Construction Inc	\$3,520,000.00	\$3,520,000.00
JILK Heavy Construction	\$3,588,078.50	\$3,588,078.50
Speiss Construction	\$3,773,451.00	\$3,768,951.00

Public Works now requests Board approval of the contract with Steelhead Constructors of Redding, CA, in the amount of \$3,354,777.

FISCAL IMPACT:

Funding Source	Non-General Fund / Federal Funds	Budget Unit	034601
Budgeted?	Yes - with this budget amendment	Object Code	5736
Recurrence	Ongoing expenditure through project completion	Sole Source?	No

If Sole Source, provide justification below

Current Fiscal Year Impact
Up to \$3,354,777 (plus any possible change orders) for the period between November 12, 2024 through June 30, 2025
Future Fiscal Year Impacts
If the project is not complete by June 30, 2025, any remaining contractual costs will impact FY 25/26
Additional Information

This project is currently allocated \$2,867,814 in federal funding, leaving a \$486,963 shortfall from the contract amount. Public Works is actively seeking additional federal funds, anticipated to be available after April 1, 2025. If the request for increased funding is denied, Public Works will use Road Maintenance and Rehabilitation Account (RMRA) funds to cover the gap, requiring a future budget amendment. The budget amendment requested at this time includes funding for possible change orders as well as staff time.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to award the construction contract to Steelhead Constructors JV. This is not recommended as the Board has already approved the acquisition of land for the project, approved the payment to Consur North America for plans and specifications, and on October 15, 2024, approved the disqualification of the apparent low bidder MWC Group per Public Contract Code 5103, and lastly Steelhead Constructors as the successful bidder.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Community Supporting Infrastructure Improvements
High Quality Services | High-Quality County Government Services

APPROVALS:

Kevin Rainbolt	Created/Initiated - 10/31/2024
Darcy Ellis	Approved - 11/1/2024
Breanne Nelums	Approved - 11/4/2024
Denelle Carrington	Approved - 11/4/2024
Grace Chuchla	Approved - 11/4/2024
John Vallejo	Approved - 11/4/2024
Amy Shepherd	Approved - 11/4/2024
Michael Errante	Approved - 11/4/2024
Nate Greenberg	Final Approval - 11/6/2024

ATTACHMENTS:

1. Walker Creek Bridge Steelhead Constructors Construction Contract
2. Walker Creek Bridge Tabulation Sheet

3. Walker Bridge Bid Analysis 9.3.24

**CONTRACT
BY AND BETWEEN
THE COUNTY OF INYO
and**

Steelhead Constructors JV, **CONTRACTOR**

for the

Walker Creek Rd. Bridge Replacement Over the LADWP Aqueduct **PROJECT**

THIS CONTRACT is awarded by the COUNTY OF INYO to CONTRACTOR on and made and entered into effective, November 15th, 2024, by and between the COUNTY OF INYO, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and Steelhead Constructors JV (hereinafter referred to as "CONTRACTOR"), for the construction or removal of Walker Creek Rd. Bridge Replacement Over the LADWP Aqueduct (hereinafter referred to as "PROJECT"), which parties agree, for and in consideration of the mutual promises, as follows:

1. SERVICES TO BE PERFORMED. CONTRACTOR shall furnish, at his/her own expense, all labor, materials, methods, processes, implements, tools, machinery, equipment, transportation, permits, services, utilities, and all other items, and related functions and otherwise shall perform all work necessary or appurtenant to construct the Project in accordance with the any and all Contract Documents specified within section 4 of this Contract, within the Time for Completion set forth, as well as in all other in the Contract Documents, for:

Title: Walker Creek Rd. Bridge Replacement Over the LADWP Aqueduct **PROJECT**

2. TIME OF COMPLETION. Project work shall begin within 30 calendar days after receipt of the Notice to Proceed (NTP) (or on the start of work date identified in the NTP) and shall continue until all requested services are completed. Said services shall be completed no later than the Time of Completion as noted in the Project's Special Provisions or Scope of Work Attachment. Procedures for any extension of time shall be complied with as noted in the Project's Special Provisions or Scope of Work Attachment.

3. PAYMENT/CONSIDERATION. For the performance of all such work, COUNTY shall pay to CONTRACTOR for said work the total amount of:
Three Million, Three Hundred Fifty Four Thousand, Seven Hundred Seventy Seven dollars (\$3,354,777.00), adjusted by such increases or decreases as authorized in accordance with the Contract Documents, and payable at such times and upon such conditions as otherwise set forth in the Contract Documents.

4. ALL PROVISIONS SET FORTH HEREIN. CONTRACTOR and COUNTY agree that this Contract shall include and consist of (collectively "the Contract Documents"):

- ☒ The Bid Package, including but not limited to Bid Proposal Forms
- ☒ The Bid Bond
- ☒ The Faithful Performance Bond

Walker Creek Rd. Bridge Replaceme Project

Construction Contract – No. 147

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- ✓ The Labor and Materials Payment Bond
- ✓ Insurance Specifications
- ✓ All documents as described in **Section 5-1.02, "Definitions,"** of the Standard Specifications of the Inyo County Public Works Department, dated May 2020
- ✓ The Standard Specifications of the Inyo County Public Works Department, dated May 2020
- ✓ The Special Provisions concerning this Project including the Appendices, the Specifications, and the Plans
- Scope of Work Attachment
- ✓ Any and all amendments or changes to any of the above-listed documents including, without limitation, contract change orders, and any and all documents incorporated by reference into any of the above-listed documents.

All Contract Documents are attached hereto.

5. STANDARD OF PERFORMANCE. Contractor represents that he/she is qualified and licensed to perform the work to be done as required in this Contract. County relies upon the representations of Contractor regarding professional and/or trade training, licensing, and ability to perform the services as a material inducement to enter into this Contract. Acceptance of work by the County does not operate to release Contractor from any responsibility to perform work to professional and/or trade standards. Contractor shall provide properly skilled professional and technical personnel to perform all services under this Contract. Contractor shall perform all services required by this Contract in a manner and according to the standards observed by a competent practitioner of the profession. All work products of whatsoever nature delivered to the County shall be prepared in a manner conforming to the standards of quality normally observed by a person practicing in Contractor's profession and/or trade.

6. INDEPENDENT CONTRACTOR. Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee, partnership or joint venture relationship between County and Contractor, nor to allow County to exercise discretion or control over the manner in which Contractor performs the work or services that are the subject matter of this Contract; provided, however, the work or services to be provided by Contractor shall be provided in a manner consistent with reaching the County's objectives in entering this Contract.

Contractor is an independent contractor, not an employee of County or any of its subsidiaries or affiliates. Contractor will not represent him/herself to be nor hold her/himself out as an employee of County. Contractor acknowledges that s/he shall not have the right or entitlement in or to any of the pension, retirement or other benefit programs now or hereafter available to County's employees. The consideration set forth in Paragraph 3 shall be the sole consideration due Contractor for the services rendered hereunder. It is understood that County will not withhold any amounts for payment of taxes from the Contractor's compensation hereunder. Any and all sums due under any applicable state, federal or municipal law or union or professional and/or trade guild regulations shall be Contractor's sole responsibility. Contractor shall indemnify and hold County harmless from any and all damages, claims and expenses arising out of or resulting from any claims asserted by any third party, including but not limited to a taxing authority, as a result of or in connection with payments due it from Contractor's compensation.

7. **ASSIGNMENT AND SUBCONTRACTING.** The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience and competence of Contractor. Assignments of any and/or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express consent of the County. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of the County. If County consents to such subcontract, Contractor shall be fully responsible to County for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between County and subcontractor, nor shall it create any obligation on the part of the County to pay any monies due to any such subcontractor, unless otherwise required by law.

8. **INDEMNIFICATION.** Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against all claims, damages, losses, and expenses, including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the County.

9. **POLITICAL REFORM ACT.** Contractor is not a designated employee within the meaning of the Political Reform Act because Contractor:

- a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the County or of any County official, other than normal Contract monitoring; and
- b. Possesses no authority with respect to any County decision beyond rendition of information, advice, recommendation or counsel [FPPC Reg. 18700(a)(2)].

10. **COMPLIANCE WITH ALL LAWS.**

Performance Standards: Contractor shall use the standard of care in its profession and/or trade to comply with all applicable federal, state and local laws, codes, ordinances and regulations that relate to the work or services to be provided pursuant to this Contract.

a. Safety Training:

i. Contractor shall provide such safety and other training as needed to assure work will be performed in a safe and healthful manner "in a language" that is understandable to employees receiving the training. The training shall in all respects be in compliance with CAL OSHA; and

ii. Contractor working with employees shall maintain a written Injury and Illness Prevention (IIP) Program, a copy of which must be maintained at each worksite or at a central worksite identified for the employees, if the Contractor has non-fixed worksites; and

iii. Contractor using subcontractors with the approval of the County to perform the work which is the subject of this Contract shall require each subcontractor working with employees to comply with the requirements of this section.

b. Child, Family and Spousal Support reporting Obligations:

i. Contractor shall comply with the state and federal child, family and spousal support reporting requirements and with all lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations.

c. Nondiscrimination:

i. Contractor shall not discriminate in employment practices or in the delivery of services on the basis of membership in a protected class which includes any class recognized by law and not limited to race, color, religion, sex (gender), sexual orientation, marital status, national origin (Including language use restrictions), ancestry, disability (mental and physical, including HIV and Aids), medical Conditions (cancer/genetic characteristics), age (40 and above) and request for family care leave.

ii. Contractor represents that it is in compliance with federal and state laws prohibiting discrimination in employment and agrees to stay in compliance with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, et. seq.), Age Discrimination in Employment Act of 1975 (42 U.S.C. 5101, et. seq.), Title VII (42 U.S.C. 2000, et. seq.), the California Fair Employment Housing Act (California Government Code sections 12900, et. seq.) and regulations and guidelines issued pursuant thereto.

11. LICENSES. Contractor represents and warrants to County that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Contractor to practice its trade and/or profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract, any licenses, permits, insurance and approvals which are legally required of Contractor to practice its profession.

12. PREVAILING WAGE. Pursuant to **Section 1720 et seq. of the Labor Code**, Contractor agrees to comply with the Department of Industrial Relations regulations, to which this Contract is subject, the prevailing wage per diem rates in Inyo County have been determined by the Director of the State Department of Industrial Relations. These wage rates appear in the Department publication entitled "General Prevailing Wage Rates," in effect at the time the project is advertised. Future effective wage rates, which have been predetermined and are on file with the State Department of Industrial Relations are referenced but not printed in said publication. Such rates of wages are also on file with the State Department of Industrial Relations and the offices of the Public Works Department of the County of Inyo and are available to any interested party upon request. Contractor agrees to comply with County and the Department of Industrial Relations regulations in submitting the certified payroll.

13. CONTROLLING LAW VENUE. This Contract is made in the County of Inyo, State of California. The parties specifically agree to submit to the jurisdiction of the Superior Court of California for the County of Inyo.

14. WRITTEN NOTIFICATION. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first-class mail. Any such notice, demand, et cetera, shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to County: County of Inyo
Public Works Department
Attn: Kevin Rainbolt
168 N. Edwards
P.O. Drawer Q
Independence, CA 93526

If to Contractor: Steelhead Constructors JV
P.O. Box 536
Palo Cedro, CA 96073

15. AMENDMENTS. This Contract may be modified or amended only by a written document executed by both Contractor and County and approved as to form by Inyo County Counsel.

16. WAIVER. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

17. TERMINATION. This Contract may be terminated for the reasons stated below:
a. Immediately for cause, if either party fails to perform its responsibilities under this Contract in a timely and professional manner and to the satisfaction of the other party or violates any of the terms or provisions of this Contract; or
b. By County upon oral notice from the Board of Supervisors based on funding ending or being materially decreased during the term of this Contract.

18. TIME IS OF THE ESSENCE. Time is of the essence for every provision.

19. SEVERABILITY. If any provision of this Contract is held to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall not be affected, impaired or invalidated.

20. CONTRACT SUBJECT TO APPROVAL BY BOARD OF SUPERVISORS. It is understood and agreed by the parties that this Contract is subject to the review and approval by the Inyo County Board of Supervisors upon Notice. In the event that the Board of Supervisors declines to enter into or approve said Contract, it is hereby agreed to that there is, in fact, no binding agreement, either written or oral, between the parties herein.

21. ATTACHMENTS. All attachments referred to are incorporated herein and made a part of this Contract.

22. EXECUTION. This Contract may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties. In approving this Contract, it shall not be necessary to produce or account for more than one such counterpart.

23. ENTIRE AGREEMENT. This Contract, including the Contract Documents and all

other documents which are incorporated herein by reference, constitutes the complete and exclusive agreement between the County and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Contract.

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IN WITNESS WHEREOF, COUNTY and CONTRACTOR have each caused this Contract to be executed on its behalf by its duly authorized representative, effective as of the day and year first above written.

COUNTY

COUNTY OF INYO

By: _____

Name: Matt Kingsley

Title: Chairman

Dated: _____

CONTRACTOR

Steelhead Constructors JV

By: CRB

Name: Justin Babcock

Title: Vice President, Steelhead Constructors
Associates – Joint Venturer

Dated: 10/30/2024

APPROVED AS TO FORM AND LEGALITY:

Grace Weitz
Grace Weitz (Oct 30, 2024 11:00 PDT)
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Christie Martindale
Christie Martindale (Oct 31, 2024 09:10 PDT)
County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:

Avon Halsey
County Risk Manager

ATTACHMENT 1

Walker Creek Rd. Bridge Replacement Over the LADWP Aqueduct

PROJECT

FAITHFUL PERFORMANCE BOND (100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS: That Steelhead Constructors
_____ as Principal, hereinafter "Contractor,"
(Name of Contractor)
and _____
(Name of Corporate Surety)

as Corporate Surety, hereinafter called Surety, are held and firmly bound unto the County of Inyo as Obligee, hereinafter called County, in the amount of Three million, Three Hundred Fifty Four Thousand Seven Hundred and Seventy Seven dollars (\$ 3.354.777 . 00 . ____), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assignees, jointly and severally, firmly by these presents.

WHEREAS, Contractor has, by written Contract, dated November 15th, 2024, entered into an Contract with the County for the Construction of the Walker Creek Rd. Bridge Replacement Over the LADWP Aqueduct **PROJECT** (hereinafter referred to as "Project"), to be constructed in accordance with the terms and conditions set forth in the Contract for the Project, which contract is by reference incorporated herein and is hereinafter referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the County.

Whenever Contractor shall be, and is declared by County to be, in default under the Contract, the County having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly either:

1. Complete the Contract in accordance with its terms and conditions; or,
2. Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible Bidder, or if the County elects, upon determination by the County and the Surety jointly of the lowest responsible Bidder, arrange for a Contract between such Bidder and County, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The

term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by County to Contractor under the Contract and any amendments thereto, less the amount properly paid by County to Contractor.

Any suit under this Bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due, or the date on which any warranty or guarantee period expires, whichever is later.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the County named herein.

---o0o---

Signed and sealed this _____ day of _____, 20 ____.

(SEAL)

(Name of Corporate Surety)

By: _____
(Signature)

(Title of Authorized Person)

(Address for Notices to be Sent)

(Name of Contractor)

By: _____
(Signature)

(Title of Authorized Person)

(Address for Notices to be Sent)

(SEAL)

NOTE: THE SIGNATURES OF THE CONTRACTOR AND THE SURETY MUST EACH BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC (OR OTHER OFFICER AUTHORIZED UNDER CALIFORNIA LAW) AND THE ACKNOWLEDGMENTS MUST BE ATTACHED TO THIS BOND.

The Faithful Performance Bond must be executed by a corporate surety on this form. No substitutions will be accepted. If an attorney-in-fact signs for the surety, an acknowledged statement from the surety appointing and empowering the attorney-in-fact to execute such bonds in such amounts on behalf of the surety must accompany the Faithful Performance Bond.

ADDRESS OF COUNTY FOR NOTICES TO BE SENT:

County of Inyo
224 North Edwards Street, P.O. Box N
Independence, California 93526

ATTACHMENT 2

Walker Creek Rd. Bridge Replacement Over the LADWP Aqueduct

PROJECT

LABOR AND MATERIALS PAYMENT BOND (100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS, that Steelhead Constructors
(Name of Contractor)

_____ as Principal, hereinafter "CONTRACTOR,"

and _____
(Name of Corporate Surety)

as Corporate Surety, hereinafter called SURETY, are held and firmly bound unto the County of Inyo as Obligee, hereinafter called COUNTY, for the use and benefit of claimants as hereinafter defined in the amount of Three million, Three Hundred Fifty Four Thousand, Seven Hundred and Seventy Seven dollars (\$ 3,354,777 .00) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assignees, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written contract dated November 15th, 20 24, entered into an Contract with the County for the construction of the Walker Creek Rd. Bridge Replacement Over the LADWP **PROJECT** (hereinafter referred to as "PROJECT"), to be constructed in accordance with the terms and conditions set forth in the contract for the PROJECT, which contract is by reference incorporated herein, and is hereinafter referred to as the "CONTRACT."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and materials used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Contractor, or with a Subcontractor of the Contractor, for labor, materials, or both, used or reasonably required for use in the performance of the Contract. Labor and materials is construed to include, but not limited to, that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named Contractor and Surety hereby jointly agree with the County that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) calendar days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this Bond for the benefit of such claimant, prosecute the suit to final judgment for such

sum or sums as may be justly due claimant, and have execution thereon. The County shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

- a) Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the County, or the Surety above named, within ninety (90) calendar days after such claimant did or performed the last of the work or labor, or furnished the last of the material for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in any envelope addressed to the Contractor, County, or Surety, at the address below, or at any place where an office is regularly maintained for the transaction of their business. Such notice may also be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
- b) After the expiration of one (1) year following the date on which County accepted the work done under the Contract. However, if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
- c) Other than in a State Court of competent jurisdiction in and for the County or other political subdivision of the state in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed or recorded against said Project, whether or not claim for the amount of such lien be presented under and against this Bond.

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Signed and sealed this _____ day of _____, 20 ²⁴__.

(SEAL)

(Name of Contractor)

By: _____
(Signature)

(Title of Authorized Person)

(Address for Notices to be Sent)

(SEAL)

(Name of Corporate Surety)

By: _____
(Signature)

(Title of Authorized Person)

(Address for Notices to be Sent)

NOTE:

THE SIGNATURES OF THE CONTRACTOR AND THE SURETY MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC (OR OTHER OFFICER AUTHORIZED UNDER CALIFORNIA LAW).

The Labor and Materials Payment Bond must be executed by a corporate surety on this form. No substitutions will be accepted. If an attorney-in-fact signs for the surety, an acknowledged statement from the surety appointing and empowering the attorney-in-fact to execute such bonds in such amounts on behalf of the surety, must accompany the Labor and Materials Payment Bond.

ADDRESS OF COUNTY FOR NOTICES TO BE SENT TO:

**County of Inyo
224 N. Edwards, P.O. Box N
Independence, California 93526**

ATTACHMENT 3

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
Steelhead Constructors**

FOR THE Walker Creek Rd. Bridge Replacement Over the  **PROJECT**

TERM:

FROM: **TO:**

SEE ATTACHED INSURANCE PROVISIONS

Attachment: 2024 Insurance Requirements for BUILDING CONTRACTORS – BRIDGE CONSTRUCTION

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including property damage, premises and operations, contractual liability, products and completed operations, collapse/underground, crane/riggers liability, bodily injury, and personal & advertising injury with limits no less than **\$5,000,000** 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. Additional insured endorsement required.
2. **Automobile Liability:** Insurance Services Office Form Number CA 00 01 covering any auto (Code 1), with limit no less than **\$1,000,000** per accident for bodily injury and property damage. Additional insured endorsement required.
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. Waiver of subrogation endorsement required.
4. **Surety Bonds** as described in contract and below. See also the bid package for details.
5. **Professional Liability** (Errors and Omissions): Insurance appropriate to the Contractor’s profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.
6. **Contractor’s Pollution Legal Liability** and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate.
7. **Subcontractors:** Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Contractor shall ensure Inyo County (and City of Los Angeles, if applicable) is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

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

Self-Insured Retentions: Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds **\$25,000** unless

Attachment: 2024 Insurance Requirements for BUILDING CONTRACTORS – BRIDGE CONSTRUCTION

approved in writing by Inyo County. Any and all deductibles and SIRs shall be the sole responsibility of the Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Inyo County may deduct from any amounts otherwise due Contractor to fund the SIE/deductible. Policies shall not contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including ALAE, will satisfy the SIR or deductible. Inyo County reserves the right to obtain a copy of any policies and endorsements for verification.

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 general liability and auto liability policies with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). If required, such as for bridges that cross the aqueduct, City of Los Angeles, Department of Water and Power, must also be added as an additional insured on the general and auto liability policies.

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

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

Builder's Risk (Course of Construction) Insurance: Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall **name Inyo County as a loss payee** as their interest may appear. If the project does not involve new or major reconstruction, at the option of Inyo County, as Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversation, or adjustment to existing buildings, structures, processes, machinery, and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery, or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at Inyo County's site.

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

1. The Retroactive Date must be shown, and this date must be before the execution 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 contract 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, or start of work date, the Contractor must

Attachment: 2024 Insurance Requirements for BUILDING CONTRACTORS – BRIDGE CONSTRUCTION

purchase extended reporting coverage for a minimum of five (5) years after completion of contract work.

4. A copy of the claims reporting requirements must be submitted to Inyo County for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor's Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractor's Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

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

Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable 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. 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. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Inyo County for all work performed by the Contractor, its employees, agents, and subcontractors.**

Verification of Coverage: Contractor shall furnish Inyo County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. **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.

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

Surety Bonds: Contractor shall provide the following Surety Bonds in accordance with the bid package: bid, performance, payment, and maintenance. The payment bond and the performance bond shall be in a sum equal to the contract price. If the performance bond provides for a one-year warranty, a separate maintenance bond is not necessary. If the warranty period specified in the contract is for longer than one year, a maintenance bond equal to 10% of the contract price is required. Bonds shall be duly executed by

**Attachment: 2024 Insurance Requirements for
BUILDING CONTRACTORS – BRIDGE CONSTRUCTION**

a responsible corporate surety, authorized to issue such bonds in the state of California and secured through an authorized agent with an office in California.

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 circumstances.

BID PROPOSAL FORM



TO: COUNTY OF INYO

Attn.: Inyo County Clerk of Board of Supervisors
224 North Edwards Street, P.O. Box N
Independence, California 93526
(Hereinafter "County")

This foregoing instrument is a true and correct copy of the original on file in this office.

Attest: August 23, 2024 3:22 pm
Nathan Greenberg, Administrative Officer
and Clerk of the Board, Inyo County, CA.

FROM: Steelhead Constructors JV
P.O. Box 536
Palo Cedro, CA 96073

By: [Signature], Assistant

(Hereinafter "Bidder")

FOR:

**WALKER CREEK ROAD
ACROSS LOS ANGELES AQUEDUCT
BRIDGE REPLACEMENT PROJECT
COUNTY PROJECT NO. TR-11-019**

(Hereinafter "Project")

In submitting this Bid, Bidder understands and agrees that:

BID DEADLINE Bids must be received **no later than or before 3:30 P.M., Friday August 23rd, 2024**, by the Inyo County Assistant Board Clerk, 224 North Edwards Street (mailing address: P.O. Box N), Independence, CA 93526, at which time they will be publicly opened and read aloud. No oral, telegraphic, telephonic or fax proposals or modifications will be accepted.

PRE-BID JOB WALK There will be a **non-mandatory** pre-bid job walk on **Wednesday, August 7th, 2024, starting at 2:00 PM** at the site location on Walker Creek Rd (36.259097, -118.002779) ½ miles west of the intersection of us 395 and Walker Creek Road, south of Olancha, CA. Please contact Inyo County Public Works, at walkercreekbridge@inyocounty.us or call (760) 878-0201 reference the Walker Creek Bridge project.

BID AMOUNT TOTAL The total amount of this Bid for provision of the services and/or materials for completion of the Project in accordance with the Contract Documents is set forth herein as:

**WALKER CREEK ROAD ACROSS LOS ANGELES AQUEDUCT
BRIDGE REPLACEMENT PROJECT
BID ITEM LIST**

FEDERAL PROJECT NO. BRLO-5948(076)

COUNTY PROJECT NO. TR-11-019

Item No.	Final Pay	Item Code	Item	Estimated Quantity	Unit	Unit Price	Total Price
1		066999	CONSTRUCTION STAKING	LS	LS	\$ 27,500 ⁻	\$ 27,500 ⁻
2		100090	RESIDENT ENGINEERS FIELD OFFICE	LS	LS	\$ 40,000 ⁻	\$ 40,000 ⁻
3		100100	DEVELOP WATER SUPPLY	LS	LS	\$ 25,000 ⁻	\$ 25,000 ⁻
4		100101	FIRE PREVENTION PLAN	LS	LS	\$ 1,000 ⁻	\$ 1,000 ⁻
5		120090	CONSTRUCTION AREA SIGNS	LS	LS	\$ 15,000	\$ 15,000 ⁻
6		120100	TRAFFIC CONTROL SYSTEM	LS	LS	\$ 10,000 ⁻	\$ 10,000 ⁻
7		120120	TYPE III BARRICADE	4	EA	\$ 501	\$ 2,004 ⁻
8		130100	JOB SITE MANAGEMENT	LS	LS	\$ 55,000 ⁻	\$ 55,000 ⁻
9		130300	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	LS	\$ 5,000 ⁻	\$ 5,000 ⁻
10		130320	STORM WATER SAMPLING AND ANALYSIS DAY	15	EA	\$ 700 ⁻	\$ 10,500 ⁻
11		130330	STORM WATER ANNUAL REPORT	1	EA	\$ 1,000 ⁻	\$ 1,000 ⁻
12		130670	TEMPORARY REINFORCED SILT FENCE	3,690	LF	\$ 20 ⁻	\$ 73,800 ⁻
13		130710	TEMPORARY CONSTRUCTION ENTRANCE	2	EA	\$ 3,500 ⁻	\$ 7,000 ⁻
14		130900	TEMPORARY CONCRETE WASHOUT	LS	LS	\$ 7,500	\$ 7,500 ⁻
15		142001	CONTRACTOR SUPPLIED ARCHAEOLOGIST	LS	LS	\$ 7,500 ⁻	\$ 7,500 ⁻
16		146002	CONTRACTOR-SUPPLIED BIOLOGIST (LS)	LS	LS	\$ 75,000 ⁻	\$ 75,000 ⁻
17		147001	CONTRACTOR SUPPLIED PALEONTOLOGIST	LS	LS	\$ 7,500 ⁻	\$ 7,500 ⁻
18		170103	CLEARING AND GRUBBING (LS)	LS	LS	\$ 15,000 ⁻	\$ 15,000 ⁻
19		190101	ROADWAY EXCAVATION	2,950	CY	\$ 53 ⁻	\$ 156,350 ⁻
20		192003	STRUCTURE EXCAVATION (BRIDGE)	106	CY	\$ 220 ⁻	\$ 23,320 ⁻
21	F	193003	STRUCTURE BACKFILL (BRIDGE)	59	CY	\$ 670 ⁻	\$ 39,530 ⁻
22	F	198010	IMPORTED BORROW (CY)	3,450	CY	\$ 130 ⁻	\$ 448,500 ⁻
23		210350	FIBER ROLLS	3,690	LF	\$ 10 ⁻	\$ 36,900 ⁻
24		210430	HYDROSEED	54,000	SQFT	\$.20	\$ 10,800 ⁻
25		260203	CLASS 2 AGGREGATE BASE (CY)	1,950	CY	\$ 160 ⁻	\$ 312,000 ⁻
26		390132	HOT MIX ASPHALT (TYPE A)	160	TON	\$ 300	\$ 48,000 ⁻
27	F	510051	STRUCTURAL CONCRETE, BRIDGE FOOTING	41	CY	\$ 2,500	\$ 102,500 ⁻

28	F	510053	STRUCTURAL CONCRETE, BRIDGE	47	CY	\$ 5,500 ⁻	\$ 258,500 ⁻
29	F	510054	STRUCTURAL CONCRETE, BRIDGE (POLYMER FIBER)	40	CY	\$ 4,500 ⁻	\$ 180,000 ⁻
30	F	510085	STRUCTURAL CONCRETE, APPROACH SLAB (TYPE EQ MODIFIED)	29	CY	\$ 2,500 ⁻	\$ 72,500 ⁻
31		511111	DRILL AND BOND DOWEL (CHEMICAL ADHESIVE)(LF)	17	LF	\$ 100	\$ 1,700 ⁻
32		512354	FURNISH PRECAST PRESTRESSED CONCRETE SLAB (TYPE SIV)	1,914	SQFT	\$ 115 ⁻	\$ 220,110 ⁻
33		512500	ERECT PRECAST PRESTRESSED CONCRETE GIRDER	9	EA	\$ 25,000 ⁻	\$ 225,000 ⁻
34		519091	JOINT SEAL (MR 1 1/2")	66	LF	\$ 150 ⁻	\$ 9,900 ⁻
35	F	520102	BAR REINFORCING STEEL (BRIDGE)	11,081	LB	\$ 3.50 ^{5.0}	\$ 38,783 ⁵⁰
36	F	520106	BAR REINFORCING STEEL (EPOXY COATED)	38	LB	\$ 17 ⁻	\$ 646 ⁻
37		650026	36" REINFORCED CONCRETE PIPE	56	LF	\$ 260 ⁻	\$ 14,560 ⁻
38		705210	36" CONCRETE FLARED END SECTION	2	EA	\$ 1,600 ⁻	\$ 3,200 ⁻
39		723070	ROCK SLOPE PROTECTION (150 LB, CLASS III, METHOD B) (CY)	3	CY	\$ 600 ⁻	\$ 1,800 ⁻
40		723080	ROCK SLOPE PROTECTION (60 LB, CLASS II, METHOD B) (CY)	11	CY	\$ 555 ⁻	\$ 6,105 ⁻
41		727001	BOULDERS	12	EA	\$ 410 ⁻	\$ 4,920 ⁻
42		729011	ROCK SLOPE PROTECTION FABRIC (CLASS 8)	41	SQYD	\$ 8.50	\$ 348.50 ^{S.B.}
43		750035	METAL CATTLE GUARD	1	EA	\$ 25,000 ⁻	\$ 25,000 ⁻
44		782200	OBLITERATE SURFACING	1,360	SQYD	\$ 5.50	\$ 7,480 ⁻
45		803020	REMOVE FENCE	330	LF	\$ 14 ⁻	\$ 4,620 ⁻
46		803210	TEMPORARY DESERT TORTOISE FENCE	3,800	LF	\$ 23 ⁻	\$ 87,400 ⁻
47		839740	CALIFORNIA ST-75 BRIDGE RAIL(MOD)	116	LF	\$ 1,500 ⁻	\$ 174,000 ⁻
48		839607	CRASH CUSHION (QUADGUARD M10, TL-2)	4	EA	\$ 30,000 ⁻	\$ 120,000 ⁻
49		999990	MOBILIZATION	LS	LS	\$ 335,000 ⁻	\$ 335,000 ⁻
TOTAL BID AMOUNT:							\$ 3,354,777

BID TOTAL (IN NUMBERS): \$

3,354,777

BID TOTAL (IN WORDS):

Three million three hundred fifty-four thousand seven hundred seventy seven and $\frac{00}{100}$

No provision in this section is intended or shall be construed to alter the terms and conditions specified in the Contract Documents for payment of any amounts in the event the Project contract is awarded to Bidder pursuant to this Bid.

TIME OF COMPLETION:

The undersigned further specifically agrees to complete all the work within one hundred twenty (120) working days as required by **Section 8** of the Standard Specifications.

BID SECURITY:

The required ten percent (10%) Bid Security for this bid is attached in the form of:
(Note: Check and complete one of the following items)

- (✓) Bid bond issued by Travelers Casualty and Surety Company of America,
an admitted corporate surety on the form provided in the bid package.
- () Certified/cashier's check No. _____ issued by _____

ADDENDA:

The undersigned acknowledges receipt of the following addenda and has provided for all addenda changes in this bid.

No. 1 08/19/2024

(Fill in addendum numbers and dates addenda have been received. If none have been received, enter "NONE".)

WARNING:

IF ADDENDA HAVE BEEN ISSUED BY THE COUNTY AND NOT NOTED ABOVE AS BEING RECEIVED BY THE BIDDER, THIS PROPOSAL MAY BE REJECTED.

BIDDER'S BUSINESS INFORMATION

IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation and names of the president, secretary treasurer, and manager thereof; if a co-partnership or joint venture, state the true name of the firm or joint venture and the names, current addresses, and telephone numbers of all individual co-partners or joint venturers composing the partnership or joint venture; if bidder or other interested person is an individual, state first and last names in full.

A. Individual (), Partnership (), Joint Venture (☒) Corporation (), Limited Liability Company (LLC) ()

Personal Name: _____ Steelhead Constructors JV
Business Name: Steelhead Constructors JV Steelhead Constructors, Inc., Kevin Ramstrom Pres, Steve Shongood V.P., Kirsten Ramstrom Sec. Treas.
Address: P.O. Box 536 Steelhead Constructors Associates, Troy Kockrow President, Justin Babcock V.P. Sec., Kevin Ramstrom Treas.
Palo Cedro, CA Zip Code 96073
Telephone: (530) 226-6400

Federal Identification No. 84-5082629

Contractor's License No. 1064122, State of CA, Type A

License Expiration Date 03/31/2026

(The above address will be used to send notice of acceptance or requests for additional information)

THE UNDERSIGNED HEREBY DECLARES, UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA, THAT THE STATEMENTS MADE IN THIS BID PROPOSAL FORM, INCLUDING ALL OF THE ATTACHED STATEMENTS, DESIGNATIONS, CERTIFICATES, AND AFFIDAVITS, ARE TRUE AND CORRECT, AND THAT THEY ARE THE INDIVIDUAL, MANAGING PARTNER, OR CORPORATE OFFICER, DULY AUTHORIZED BY LAW TO MAKE THIS BID ON BEHALF OF CONTRACTOR, AND BY SIGNING BELOW DO MAKE THIS BID ON BEHALF OF CONTRACTOR ACCORDING TO ALL OF THE TERMS AND CONDITIONS SET FORTH OR REFERENCED HEREIN.


(Signature of Authorized Person)

Justin Babcock, Vice President
Steelhead Constructors Assoc.
Joint Venturer
(Title)

Justin Babcock
(Printed Name)

08/23/2024
(Date)

EXHIBIT 12-B: BIDDER'S LIST OF SUBCONTRACTORS

Local Assistance Procedures Manual

Exhibit 12-B
Bidder's List of Subcontractors (DBE and Non-DBE)

Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) - Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts must be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>. The local agency will verify registration of all contractors and subcontractors on public works projects at bid and thereafter annually to assure that yearly registration is maintained throughout the life of the project.

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or \$10,000 (whichever is greater).

Photocopy this form for additional firms.

FEDERAL PROJECT NUMBER

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
Con - Fab California City, State Cathrop	32 - Furnish Precast Girder	143,550	100	1018821 100 004 3194	N		< \$1million < \$5million < \$10million < \$15million X Age of Firm in years 42
NAME City, State	33 - Furnish Precast Girder	46,800	100				< \$1million < \$5million < \$10million < \$15million Age of Firm in years
NAME City, State							< \$1million < \$5million < \$10million < \$15million Age of Firm in years
Pacific steel Group City, State Napa, CA	30 - Rebar	14,453	20	997880 100 000 4104	N		< \$1million < \$5million < \$10million < \$15million X Age of Firm in years 10
NAME City, State	35 - Rebar	38,683	100				< \$1million < \$5million < \$10million < \$15million Age of Firm in years
NAME City, State	36 - Rebar	628	100				< \$1million < \$5million < \$10million < \$15million Age of Firm in years
NAME City, State							< \$1million < \$5million < \$10million < \$15million Age of Firm in years
Synergy Traffic Control City, State Paramount, CA	5 - Construction area signs	10,700 10,700 S.B.	100	931953 100 000 7079	Y	37718	< \$1million < \$5million < \$10million < \$15million X Age of Firm in years 11
NAME City, State							< \$1million < \$5million < \$10million < \$15million Age of Firm in years

Distribution - Original: Local Agency File; Copy: DLAE w/Award Package

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Bidders List of Subcontractors (DBE and Non-DBE)

Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) - Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts must be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>. The local agency will verify registration of all contractors and subcontractors on public works projects at bid and thereafter annually to assure that yearly registration is maintained throughout the life of the project.

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or \$10,000 (whichever is greater).

Photocopy this form for additional firms.

FEDERAL PROJECT NUMBER

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
NAME							< \$1 million
							< \$5 million
							< \$10 million
							< \$15 million
City, State							Age of Firm in years
NAME							< \$1 million
							< \$5 million
							< \$10 million
							< \$15 million
City, State							Age of Firm in years
NAME							< \$1 million
							< \$5 million
							< \$10 million
							< \$15 million
City, State							Age of Firm in years
NAME							< \$1 million
							< \$5 million
							< \$10 million
							< \$15 million
City, State							Age of Firm in years
NAME							< \$1 million
							< \$5 million
							< \$10 million
							< \$15 million
City, State							Age of Firm in years
NAME							< \$1 million
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							< \$15 million
City, State							Age of Firm in years
NAME							< \$1 million
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							< \$15 million
City, State							Age of Firm in years
NAME							< \$1 million
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City, State							Age of Firm in years
NAME							< \$1 million
							< \$5 million
							< \$10 million
							< \$15 million
City, State							Age of Firm in years
NAME							< \$1 million
							< \$5 million
							< \$10 million
							< \$15 million
City, State							Age of Firm in years

Distribution – Original: Local Agency File; Copy: DLAE w/Award Package

Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) - Part 2

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project.

Photocopy this form for additional firms.

FEDERAL PROJECT NUMBER:

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number DBE Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
NAME Pinnacle City, State Wasco, CA	32-33 Furnish and Erect Precast	220,202⁴⁰	N/A	1123947 200 000 3752	N		<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input checked="" type="checkbox"/> < \$15 million Age of Firm in years 1+
NAME ACACIA City, State Santa Barbara	23-24 Fiber Rolls Hydro Seed	29,448	N/A	813236 100 000 2540	N		<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input checked="" type="checkbox"/> < \$15 million Age of Firm in years 44
NAME Safety network City, State Bakersfield CA	5- Const. area signs	8,810	N/A	787 285 100 001 2625	N		<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input checked="" type="checkbox"/> < \$15 million Age of Firm in years 1+
NAME AWP Safety City, State Bakersfield CA	5- const. area signs	7,900-	N/A	975518 927 S.B. 100 000 1109	N		<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input checked="" type="checkbox"/> < \$15 million Age of Firm in years 1+
NAME City, State							<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million Age of Firm in years
NAME City, State							<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million Age of Firm in years

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Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) - Part 2

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project.

Photocopy this form for additional firms.

FEDERAL PROJECT NUMBER:

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
				DIR Reg Number			
NAME							< \$1 million
							< \$5 million
City, State							< \$10 million
							< \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$5 million
City, State							< \$10 million
							< \$15 million
							Age of Firm in years
NAME							< \$1 million
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City, State							< \$10 million
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NAME							< \$1 million
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City, State							< \$10 million
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City, State							< \$10 million
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							Age of Firm in years
NAME							< \$1 million
							< \$5 million
City, State							< \$10 million
							< \$15 million
							Age of Firm in years
NAME							< \$1 million
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City, State							< \$10 million
							< \$15 million
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FEDERAL PROJECT NUMBER:

Photocopy this form for additional firms.

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
				DIR Reg Number			
NAME							< \$1 million
							< \$5 million
City, State							< \$10 million
							< \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$5 million
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City, State							< \$10 million
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							Age of Firm in years
NAME							< \$1 million
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City, State							< \$10 million
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FEDERAL PROJECT NUMBER:

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Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
				DIR Reg Number			
NAME							< \$1 million
							< \$5 million
							< \$10 million
City, State							< \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$5 million
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City, State							< \$15 million
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NAME							< \$1 million
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City, State							< \$15 million
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Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
				DBR Reg Number			
NAME							< \$1 million
							< \$5 million
City, State							< \$10 million
							< \$15 million
							Age of Firm in years
NAME							< \$1 million
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City, State							< \$10 million
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NAME							< \$1 million
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**PUBLIC CONTRACT CODE
SECTION 10285.1 STATEMENT**

**WALKER CREEK ROAD
ACROSS LOS ANGELES AQUEDUCT
BRIDGE REPLACEMENT PROJECT
COUNTY PROJECT NO. TR-11-019**

In conformance with **Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985)**, the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has _____, has not ☒ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in **Public Contract Code Section 1101**, with any public entity, as defined in **Public Contract Code Section 1100**, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a checkmark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

**PUBLIC CONTRACT CODE
SECTION 10162 QUESTIONNAIRE**

**WALKER CREEK ROAD
ACROSS LOS ANGELES AQUEDUCT
BRIDGE REPLACEMENT PROJECT**

In conformance with **Public Contract Code Section 10162**, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No ☒

If the answer is yes, explain the circumstances in the following space.

By bidder's signature on the proposal, bidder certifies, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements in accordance with **Public Contract Code Section 10162** are true and correct.

**PUBLIC CONTRACT CODE
SECTION 10232 STATEMENT**

**WALKER CREEK ROAD
ACROSS LOS ANGELES AQUEDUCT
BRIDGE REPLACEMENT PROJECT
COUNTY PROJECT NO. TR-11-019**

In conformance with **Public Contract Code Section 10232**, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Justin Babcock, Vice President
Steelhead Constructors Assoc.
Joint Venturer

(Name and Title of Signer)



Signature

08/23/2024

Date

Company Name

Steelhead Constructors JV

Business Address

P.O. Box 536

Palo Cedro, CA 96073

**CONTRACTOR'S LABOR CODE
CERTIFICATION**

(Labor Code Section 3700 et seq.)

**WALKER CREEK ROAD
ACROSS LOS ANGELES AQUEDUCT
BRIDGE REPLACEMENT PROJECT
COUNTY PROJECT NO. TR-11-019**

I am aware of the provisions of **Section 3700** and following of the labor code which requires every employer to be insured against liability for worker's compensation or to undertake self- insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Justin Babcock, Vice President
Steelhead Constructors Assoc.
Joint Venturer

(Name and Title of Signer)



Signature

08/23/2024

Date

Company Name

Steelhead Constructors JV

Business Address

P.O. Box 536

Palo Cedro, CA 96073

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder _____, proposed subcontractor _____, hereby certifies that he has ☒, has not ☐, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)) and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

NONCOLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and

Public Contract Code Section 7106)

To the COUNTY OF INYO DEPARTMENT OF PUBLIC WORKS,

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Non collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non collusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

(Name and Title of Signer)
Justin Babcock, Vice President
Steelhead Constructors Assoc.
Joint Venturer



Signature

08/23/2024

Date

Company Name

Steelhead Constructors JV

Business Address

P.O. Box 536

Palo Cedro, CA 96073

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency.
- has not been suspended, debarred, voluntarily excluded, or determined ineligible by any Federal agency within the past 3 years.
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant 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 undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

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.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known:	9. Award Amount, if known:	
10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)	
(attach Continuation Sheet(s) if necessary)		
11. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) if necessary)		
15. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/>		
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity 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 a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503

EXHIBIT 15-G LOCAL AGENCY BIDDER DBE COMMITMENT (CONSTRUCTION CONTRACTS)

Local Assistance Procedures Manual

Exhibit 15-G
Construction Contract DBE Commitment

Exhibit 15-G: Construction Contract DBE Commitment

1. Local Agency: _____ 2. Contract DBE Goal: _____
3. Project Description: _____
4. Project Location: _____
5. Bidder's Name: _____ 6. Prime Certified DBE: ☐ 7. Bid Amount: _____
8. Total Dollar Amount for ALL Subcontractors: _____ 9. Total Number of ALL Subcontractors: _____

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. NAICS or Work Category Codes	13. DBE Certification Number	14. DBE Contact Information (Must be certified on the date bids are opened)	15. DBE Dollar Amount

Local Agency to Complete this Section upon Execution of Award		16. TOTAL CLAIMED DBE PARTICIPATION		\$ 0.00
22. Local Agency Contract Number:		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.		0.00 %
23. Federal-Aid Project Number:				
24. Bid Opening Date:				
25. Contract Award Date:				
26. Award Amount:		Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.		
27. Local Agency Representative's Signature		28. Date	17. Preparer's Signature	18. Date
29. Local Agency Representative's Name		30. Phone	19. Preparer's Name	20. Phone
31. Local Agency Representative's Title			21. Preparer's Title	

DISTRIBUTION: 1. Original – Local Agency
2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.
3. Include additional copy with award package.

INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT**CONTRACTOR SECTION**

- 1. Local Agency** - Enter the name of the local agency that is administering the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
- 4. Project Location** - Enter the project location(s) as it appears on the project advertisement.
- 5. Bidder's Name** - Enter the contractor's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Bid Amount** - Enter the total contract bid dollar amount for the prime contractor.
- 8. Total Dollar Amount for ALL Subcontractors** - Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
- 9. Total number of ALL subcontractors** - Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
- 10. Bid Item Number** - Enter bid item number for work, services, or materials supplied to be provided.
- 11. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 12. NAICS or Work Category Codes** - Enter NAICS or Work Category Codes from the California Unified Certification Program database.
- 13. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 14. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors. Also, enter the prime contractor's name and phone number, if the prime is a DBE.
- 15. DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 16. Total Claimed DBE Participation - \$:** Enter the total dollar amounts entered in the "DBE Dollar Amount" column. **%:** Enter the total DBE participation claimed ("Total Claimed DBE Participation Dollars" divided by item "Bid Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 17. Preparer's Signature** - The person completing the DBE commitment form on behalf of the contractor's firm must sign their name.
- 18. Date** - Enter the date the DBE commitment form is signed by the contractor's preparer.
- 19. Preparer's Name** - Enter the name of the person preparing and signing the contractor's DBE commitment form.
- 20. Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
- 21. Preparer's Title** - Enter the position/title of the person signing the contractor's DBE commitment form.

LOCAL AGENCY SECTION

- 22. Local Agency Contract Number** - Enter the Local Agency contract number or Identifier.
- 23. Federal-Aid Project Number** - Enter the Federal-Aid Project Number(s).
- 24. Bid Opening Date** - Enter the date contract bids were opened.
- 25. Contract Award Date** - Enter the date the contract was executed.
- 26. Award Amount** - Enter the contract award amount as stated in the executed contract.
- 27. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of this form is complete and accurate.
- 28. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 29. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the contractor's DBE commitment form.
- 30. Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
- 31. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.

EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS

EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Federal-aid Project No: **BRLO-5948(076)**

Bid Opening Date: **Friday, August 23rd, 2024**

The Inyo County Department of Public Works Department established a Disadvantaged Business Enterprise (DBE) goal of 15% for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) calendar days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even if Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer's or bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions, **please attach additional sheets as needed:**

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

- C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

Items of Work	Proposer or Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract
---------------	---	--------------------	-------------	------------------------

- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

- E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

- F. Efforts (e.g., in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

- H. Any additional data to support a demonstration of good faith efforts:

**WALKER CREEK ROAD
ACROSS LOS ANGELES AQUEDUCT
BRIDGE REPLACEMENT PROJECT**

COUNTY PROJECT NO. TR-11-019

CASHIER'S OR CERTIFIED CHECK

(Not required if bid bond accompanies the bid)

A cashier's or certified check in the required amount and made payable to the County of Inyo is attached below:

[

]

ATTACH CHECK HERE

[

]

Bidder (print name): _____

**WALKER CREEK ROAD
ACROSS LOS ANGELES AQUEDUCT
BRIDGE REPLACEMENT PROJECT**

PROJECT NO. BRLO-5948(076)

COUNTY PROJECT NO. TR-11-019

BID BOND

(BID PROPOSAL GUARANTEE)

(Not required if certified or cashier's check accompanies the bid)

KNOW ALL MEN BY THESE PRESENTS: That we, Steelhead Constructors JV
_____ as Principal, and

(Name of Bidder)

Travelers Casualty and Surety Company of America

(Name of Corporate Surety)

as Corporate Surety admitted to issue such bonds in the State of California, are held and firmly bound unto the County of Inyo, State of California, in the sum of 10% of the Total Amount Bid.

_____ dollars (\$ 10%-----)

for the payment whereof we hereby bind ourselves, our successors, heirs, executors, and administrators, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that whereas the above bounded Principal is about to submit to the Board of Supervisors of the County of Inyo a bid for the construction of the **WALKER CREEK ROAD ACROSS LOS ANGELES AQUEDUCT BRIDGE REPLACEMENT PROJECT**, in compliance with the contract therefor:

Now, if the bid of the Principal shall be accepted and the contract awarded to the Principal by said Board of Supervisors, and if the Principal shall fail or neglect to enter into the contract therefor in accordance with the terms of the Principal's bid and the terms set forth in the bid package, or to furnish the required Faithful Performance and Labor and Materials Payment Surety Bonds, certificates of insurance, and other required documents, to the satisfaction of the Board of Supervisors of said county, no later than **EIGHT (8) WORKING DAYS** after the Principal has received notice from the county that the contract has been awarded to the Principal, then the sum guaranteed by this bond is forfeited to the County of Inyo.

It is expressly agreed and understood that any errors, clerical, mathematical, or otherwise, in the bid shall not be or constitute a defense to a forfeiture of this bond.

WITNESS our hands and seals this 20th day of August, 20 24.

Steelhead Constructors JV

(SEAL)

By



Principal
Justin Babcock, Vice President
Steelhead Constructors Assoc.
Joint Venturer

(Name & Title of Authorized Person)

P.O. Box 536, Palo Cedro, CA 96073

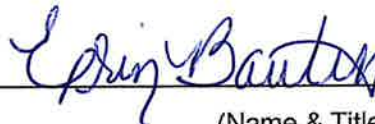
(Address for Notices to be Sent)

Travelers Casualty and Surety Company of America

Surety

(SEAL)

By



(Name & Title of Authorized Person)

Erin Bautista, Attorney-In-Fact

100 California Street, Suite 725, San Francisco, CA 94111

(Address for Notices to be Sent)

NOTE:

THE SIGNATURES OF THE PRINCIPAL (BIDDER) AND SURETY EACH MUST BE ACKNOWLEDGED BY A NOTARY AND THE ACKNOWLEDGMENTS MUST BE ATTACHED TO THIS BOND. The bid bond must be executed on this form by a corporate surety admitted to issue such bonds in the State of California. No substitutions will be accepted. If an attorney-in-fact signs for the surety, an acknowledged statement from the surety appointing and empowering the attorney-in-fact to execute such bonds in such amounts on behalf of the surety, must accompany the bid bond.

ADDRESS OF COUNTY FOR NOTICES TO BE SENT:

County of Inyo (Attn.: Public Works Director)

224 North Edwards Street, P.O. Box N

Independence, California 93526

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Santa Clara

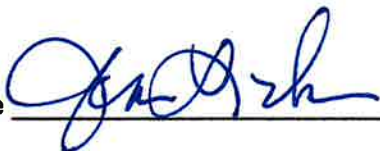
On AUG 20 2024 before me, Jean L. Neu, Notary Public
(insert name and title of the officer)

personally appeared Erin Bautista
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~
subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in
~~his~~/her/~~their~~ authorized capacity(ies), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

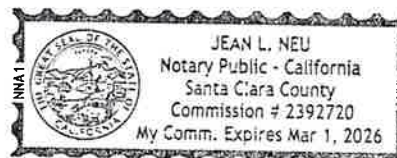
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)





Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY


KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Erin Bautista** of **SAN MATEO**, **California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **20th** day of **August**, **2024**




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of the Subletting and Subcontracting Fair Practices Act (Section 4100 et. seq. of the Public Contract Code of the State of California), the undersigned bidder has set forth below the full name, and the location of the place of business of each Subcontractor who will perform work or labor or render service to the Prime Contractor in or about the construction of the work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Prime Contractor, specifically fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Plans and Specifications to which the attached bid is responsive, and the portion of the work which will be done by each Subcontractor for each subcontract in excess of one-half of one percent of the Prime Contractor's total bid, or \$10,000.00, whichever is greater.

The Bidder understands that if he fails to specify a Subcontractor for any portion of the work to be performed under the Contract in excess of one-half of one percent of his bid, or \$10,000.00, whichever is greater, he shall be deemed to have agreed to perform such portion himself, and that he shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity, and then only after a finding, produced to writing as a public record of the Awarding Authority, setting forth the facts constituting the emergency or necessity. If no Subcontractors are to be employed on the project, enter the word "none".

Business Name and Location	CA Contractor License Number	Description of Portion of Work	Bid Item Numbers	Percentage of Bid Item Subcontracted



(Signature of Authorized Person)

Justin Babcock, Vice President
Steelhead Constructors Assoc.
Joint Venturer

(Title)

Justin Babcock

(Printed Name)

08/23/2024

(Date)

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of the Subletting and Subcontracting Fair Practices Act (Section 4100 et. seq. of the Public Contract Code of the State of California), the undersigned bidder has set forth below the full name, and the location of the place of business of each Subcontractor who will perform work or labor or render service to the Prime Contractor in or about the construction of the work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Prime Contractor, specifically fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Plans and Specifications to which the attached bid is responsive, and the portion of the work which will be done by each Subcontractor for each subcontract in excess of one-half of one percent of the Prime Contractor's total bid, or \$10,000.00, whichever is greater.

The Bidder understands that if he fails to specify a Subcontractor for any portion of the work to be performed under the Contract in excess of one-half of one percent of his bid, or \$10,000.00, whichever is greater, he shall be deemed to have agreed to perform such portion himself, and that he shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity, and then only after a finding, produced to writing as a public record of the Awarding Authority, setting forth the facts constituting the emergency or necessity. If no Subcontractors are to be employed on the project, enter the word "none".

Business Name and Location	CA Contractor License Number	Description of Portion of Work	Bid Item Numbers	Percentage of Bid Item Subcontracted
Confab California Lathrop, CA	100 004 3194 1018821	Furnish & erect Precast Girders	32-33	100
Pacific Steel Group Napa, CA	100 000 4104 997880	Rebar	30 35-36	20 100
Synergy Traffic Control - Permanent CA	100 000 7079 931953	construction area signs	5	100

JB

(Signature of Authorized Person)

Justin Babcock, Vice President
Steelhead Constructors Assoc.
Joint Venturer
(Title)

Justin Babcock

(Printed Name)

08/23/2024

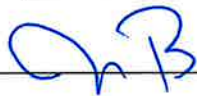
(Date)

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of the Subletting and Subcontracting Fair Practices Act (Section 4100 et. seq. of the Public Contract Code of the State of California), the undersigned bidder has set forth below the full name, and the location of the place of business of each Subcontractor who will perform work or labor or render service to the Prime Contractor in or about the construction of the work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Prime Contractor, specifically fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Plans and Specifications to which the attached bid is responsive, and the portion of the work which will be done by each Subcontractor for each subcontract in excess of one-half of one percent of the Prime Contractor's total bid, or \$10,000.00, whichever is greater.

The Bidder understands that if he fails to specify a Subcontractor for any portion of the work to be performed under the Contract in excess of one-half of one percent of his bid, or \$10,000.00, whichever is greater, he shall be deemed to have agreed to perform such portion himself, and that he shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity, and then only after a finding, produced to writing as a public record of the Awarding Authority, setting forth the facts constituting the emergency or necessity. If no Subcontractors are to be employed on the project, enter the word "none".

Business Name and Location	CA Contractor License Number	Description of Portion of Work	Bid Item Numbers	Percentage of Bid Item Subcontracted



(Signature of Authorized Person)

Justin Babcock, Vice President
Steelhead Constructors Assoc.
Joint Venturer

(Title)

Justin Babcock

(Printed Name)

08/23/2024

(Date)

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of the Subletting and Subcontracting Fair Practices Act (Section 4100 et. seq. of the Public Contract Code of the State of California), the undersigned bidder has set forth below the full name, and the location of the place of business of each Subcontractor who will perform work or labor or render service to the Prime Contractor in or about the construction of the work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Prime Contractor, specifically fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Plans and Specifications to which the attached bid is responsive, and the portion of the work which will be done by each Subcontractor for each subcontract in excess of one-half of one percent of the Prime Contractor's total bid, or \$10,000.00, whichever is greater.

The Bidder understands that if he fails to specify a Subcontractor for any portion of the work to be performed under the Contract in excess of one-half of one percent of his bid, or \$10,000.00, whichever is greater, he shall be deemed to have agreed to perform such portion himself, and that he shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity, and then only after a finding, produced to writing as a public record of the Awarding Authority, setting forth the facts constituting the emergency or necessity. If no Subcontractors are to be employed on the project, enter the word "none".

Business Name and Location	CA Contractor License Number	Description of Portion of Work	Bid Item Numbers	Percentage of Bid Item Subcontracted



(Signature of Authorized Person)

Justin Babcock, Vice President
Steelhead Constructors Assoc.
Joint Venturer

(Title)

Justin Babcock

(Printed Name)

08/23/2024

(Date)

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of the Subletting and Subcontracting Fair Practices Act (Section 4100 et. seq. of the Public Contract Code of the State of California), the undersigned bidder has set forth below the full name, and the location of the place of business of each Subcontractor who will perform work or labor or render service to the Prime Contractor in or about the construction of the work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Prime Contractor, specifically fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Plans and Specifications to which the attached bid is responsive, and the portion of the work which will be done by each Subcontractor for each subcontract in excess of one-half of one percent of the Prime Contractor's total bid, or \$10,000.00, whichever is greater.

The Bidder understands that if he fails to specify a Subcontractor for any portion of the work to be performed under the Contract in excess of one-half of one percent of his bid, or \$10,000.00, whichever is greater, he shall be deemed to have agreed to perform such portion himself, and that he shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity, and then only after a finding, produced to writing as a public record of the Awarding Authority, setting forth the facts constituting the emergency or necessity. If no Subcontractors are to be employed on the project, enter the word "none".

Business Name and Location	CA Contractor License Number	Description of Portion of Work	Bid Item Numbers	Percentage of Bid Item Subcontracted

OnB

(Signature of Authorized Person)

Justin Babcock, Vice President
Steelhead Constructors Assoc.
Joint Venturer

(Title)

Justin Babcock

(Printed Name)

08/23/2024

(Date)

CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

(Government Code Section 12900 et seq., Sections 11135-11139.5)

WALKER CREEK ROAD ACROSS LOS ANGELES AQUEDUCT BRIDGE REPLACEMENT PROJECT COUNTY PROJECT NO. TR-11-019

During the performance of this Contract, the Contractor and its subcontractors shall not unlawfully deny the Contract's benefits to any person, nor shall any person be unlawfully subjected to discrimination under the contract and its performance, on the basis of religion, color, ethnic group identification, gender, age, or disability. In addition, the Contractor and its subcontractors shall not discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age, or gender. The Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free from such discrimination.

The Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.), the Provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.5) and Title VI of the Civil Rights Act of 1964.

Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

Justin Babcock, Vice President
Steelhead Constructors Assoc.
Joint Venturer

(Name and Title of Signer)

JB

Signature

08/23/2024

Date

Company Name Steelhead Constructors JV

Business Address P.O. Box 536
Palo Cedro, CA 96073

CONTRACTOR AND SUBCONTRACTOR REGISTRATION

With

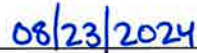
CA Department of Industrial Relations (DIR)

(CA LABOR CODE SECTION 1725.5)

Bidder hereby certifies that they, and all subcontractors listed on the submitted Bid Form documents, are Registered with the CA Department of Industrial Relations pursuant to requirements of CA Labor Code Section 1725.5 and will comply with all requirements as noted in the aforementioned CA Labor Code Section.



Signed Name



Date

Justin Babcock, Vice President
Steelhead Constructors Assoc.
Joint Venturer

Printed Name



CA DIR Registration No.

COUNTY OF INYO BID TABULATION

WALKER CREEK ROAD ACROSS LOS ANGELES AQUEDUCT BRIDGE REPLACEMENT PROJECT No. TR-11-019

Bid Opening Date: August 23rd, 2024 3:30 PM

Location: County Admin Building

	BIDDER NAME	Total Bid	Bond	Addendum 1
1.	PAPICH CONSTRUCTION, INC	3,520,000.00	✓	✓
2.	SPIESS CONSTRUCTION	3,773,451. ⁰⁰ 10	✓	✓
3.	JILK HEAVY CONSTRUCTION	3,588,078. ⁵⁰	✓	✓
4.	STEELHEAD CONSTRUCTORS JV	3,354,777. ⁰⁰	✓	✓
5.	MWC GROUP INC	2,588,849. ⁰⁰	✓	✓

Opened By: HAYLEY CARTER

Present: MIKE ERRANTE

KEVIN RAINBOLT



Kenny Beas (Papich)

Scott Tao (Spiess Construction)

MARK BOWER (Papich)

CHRIS LUFTI - MWC

JUSTIN BABCOCK - STEELHEAD

KEVIN M. RAMSTROM - STEELHEAD

KEN ALDRED JILK

WALKER CREEK ROAD ACROSS LOS ANGELES AQUEDUCT

Project No. EDD BRLO-5948(076)

Project Manager Kevin Rainbolt

Project Name: EED BRLO-5948(078)			Engineers Estimate			Papich Construction			SCCT Specs Construction			JILK Heavy Construction			Steelhead Construction			MWC Group Inc.			
Item No.	Item Code	Item Description	Unit	Quantity	Estimated Unit Price	Total	Quantity	Estimated Unit Price	Total	Quantity	Estimated Unit Price	Total	Quantity	Estimated Unit Price	Total	Quantity	Estimated Unit Price	Total	Quantity	Estimated Unit Price	Total
1	066999	CONSTRUCTION STAKING	LS	1	\$ 50,000.00	\$ 50,000.00	1	\$ 40,000.00	\$ 40,000.00	1	\$ 90,000.00	\$ 90,000.00	1	\$ 36,800.00	\$ 36,800.00	1	\$ 27,500.00	\$ 27,500.00	1	\$ 60,000.00	\$ 60,000.00
2	100090	RESIDENT ENGINEERS FIELD OFFICE	LS	1	\$ 75,000.00	\$ 75,000.00	1	\$ 52,000.00	\$ 52,000.00	1	\$ 30,000.00	\$ 30,000.00	1	\$ 92,000.00	\$ 92,000.00	1	\$ 40,000.00	\$ 40,000.00	1	\$ 60,000.00	\$ 60,000.00
3	100100	DEVELOP WATER SUPPLY	LS	1	\$ 25,000.00	\$ 25,000.00	1	\$ 85,000.00	\$ 85,000.00	1	\$ 30,000.00	\$ 30,000.00	1	\$ 12,750.00	\$ 12,750.00	1	\$ 25,000.00	\$ 25,000.00	1	\$ 150,000.00	\$ 150,000.00
4	100101	FIRE PREVENTION PLAN	LS	1	\$ 15,000.00	\$ 15,000.00	1	\$ 5,100.00	\$ 5,100.00	1	\$ 21,000.00	\$ 21,000.00	1	\$ 9,000.00	\$ 9,000.00	1	\$ 1,000.00	\$ 1,000.00	1	\$ 8,000.00	\$ 8,000.00
5	120090	CONSTRUCTION AREA SIGNS	LS	1	\$ 5,000.00	\$ 5,000.00	1	\$ 6,000.00	\$ 6,000.00	1	\$ 4,000.00	\$ 4,000.00	1	\$ 18,750.00	\$ 18,750.00	1	\$ 15,000.00	\$ 15,000.00	1	\$ 6,000.00	\$ 6,000.00
6	120100	TRAFFIC CONTROL SYSTEM	LS	1	\$ 15,000.00	\$ 15,000.00	1	\$ 75,000.00	\$ 75,000.00	1	\$ 15,000.00	\$ 15,000.00	1	\$ 14,850.00	\$ 14,850.00	1	\$ 10,000.00	\$ 10,000.00	1	\$ 15,000.00	\$ 15,000.00
7	120120	TYPE III BARRICADE	EA	4	\$ 150.00	\$ 600.00	4	\$ 585.00	\$ 2,340.00	4	\$ 600.00	\$ 2,400.00	4	\$ 1325.00	\$ 5,300.00	4	\$ 501.00	\$ 2,004.00	4	\$ 400.00	\$ 1,600.00
8	130100	JOB SITE MANAGEMENT	LS	1	\$ 15,000.00	\$ 15,000.00	1	\$ 167,000.00	\$ 167,000.00	1	\$ 200,000.00	\$ 200,000.00	1	\$ 9,500.00	\$ 9,500.00	1	\$ 55,000.00	\$ 55,000.00	1	\$ 13,000.00	\$ 13,000.00
9	130300	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	1	\$ 15,000.00	\$ 15,000.00	1	\$ 3,000.00	\$ 3,000.00	1	\$ 18,000.00	\$ 18,000.00	1	\$ 2,500.00	\$ 2,500.00	1	\$ 5,000.00	\$ 5,000.00	1	\$ 3,500.00	\$ 3,500.00
10	130320	STORM WATER SAMPLING AND ANALYSIS DAY	EA	15	\$ 600.00	\$ 9,000.00	15	\$ 750.00	\$ 11,250.00	15	\$ 1800.00	\$ 27,000.00	15	\$ 1500.00	\$ 22,500.00	15	\$ 700.00	\$ 10,500.00	15	\$ 14,000.00	\$ 210,000.00
11	130330	STORM WATER ANNUAL REPORT	EA	1	\$ 2,000.00	\$ 2,000.00	1	\$ 2,000.00	\$ 2,000.00	1	\$ 3,600.00	\$ 3,600.00	1	\$ 750.00	\$ 750.00	1	\$ 1,000.00	\$ 1,000.00	1	\$ 3,000.00	\$ 3,000.00
12	130670	TEMPORARY REINFORCED SILT FENCE	LF	3690	\$ 15.00	\$ 55,350.00	3690	\$ 9.00	\$ 33,210.00	3690	\$ 7.00	\$ 25,830.00	3690	\$ 12.00	\$ 44,280.00	3690	\$ 20.00	\$ 73,800.00	3690	\$ 10.00	\$ 36,900.00
13	130710	TEMPORARY CONSTRUCTION ENTRANCE	EA	2	\$ 4,800.00	\$ 9,600.00	2	\$ 12,000.00	\$ 24,000.00	2	\$ 3,500.00	\$ 7,000.00	2	\$ 11,250.00	\$ 22,500.00	2	\$ 3,500.00	\$ 7,000.00	2	\$ 4,000.00	\$ 8,000.00
14	130900	TEMPORARY CONCRETE WASHOUT	LS	1	\$ 5,000.00	\$ 5,000.00	1	\$ 14,000.00	\$ 14,000.00	1	\$ 5,000.00	\$ 5,000.00	1	\$ 5,540.00	\$ 5,540.00	1	\$ 7,500.00	\$ 7,500.00	1	\$ 5,000.00	\$ 5,000.00
15	142001	CONTRACTOR SUPPLIED ARCHAEOLOGIST	LS	1	\$ 15,000.00	\$ 15,000.00	1	\$ 8,320.00	\$ 8,320.00	1	\$ 35,000.00	\$ 35,000.00	1	\$ 78,900.00	\$ 78,900.00	1	\$ 7,500.00	\$ 7,500.00	1	\$ 27,000.00	\$ 27,000.00
16	146002	CONTRACTOR-SUPPLIED BIOLOGIST (LS)	LS	1	\$ 110,000.00	\$ 110,000.00	1	\$ 127,550.00	\$ 127,550.00	1	\$ 85,000.00	\$ 85,000.00	1	\$ 215,000.00	\$ 215,000.00	1	\$ 75,000.00	\$ 75,000.00	1	\$ 195,000.00	\$ 195,000.00
17	147001	CONTRACTOR SUPPLIED PALEONTOLOGIST	LS	1	\$ 15,000.00	\$ 15,000.00	1	\$ 8,320.00	\$ 8,320.00	1	\$ 25,000.00	\$ 25,000.00	1	\$ 78,900.00	\$ 78,900.00	1	\$ 7,500.00	\$ 7,500.00	1	\$ 2.00	\$ 2.00
18	170103	CLEARING AND GRUBBING (LS)	LS	1	\$ 72,000.00	\$ 72,000.00	1	\$ 20,000.00	\$ 20,000.00	1	\$ 47,200.00	\$ 47,200.00	1	\$ 12,000.00	\$ 12,000.00	1	\$ 15,000.00	\$ 15,000.00	1	\$ 13,000.00	\$ 13,000.00
19	190101	ROADWAY EXCAVATION	CY	2950	\$ 80.00	\$ 236,000.00	2950	\$ 104.00	\$ 306,800.00	2950	\$ 30.00	\$ 88,500.00	2950	\$ 69.00	\$ 203,550.00	2950	\$ 53.00	\$ 156,350.00	2950	\$ 30.00	\$ 88,500.00
20	F 192003	STRUCTURE EXCAVATION (BRIDGE)	CY	106	\$ 320.00	\$ 33,920.00	106	\$ 210.00	\$ 22,260.00	106	\$ 250.00	\$ 26,500.00	106	\$ 142.50	\$ 15,105.00	106	\$ 220.00	\$ 23,320.00	106	\$ 300.00	\$ 31,800.00
21	F 193003	STRUCTURE BACKFILL (BRIDGE)	CY	59	\$ 300.00	\$ 17,700.00	59	\$ 600.00	\$ 35,400.00	59	\$ 500.00	\$ 29,500.00	59	\$ 275.00	\$ 16,225.00	59	\$ 670.00	\$ 39,530.00	59	\$ 300.00	\$ 17,700.00
22	198010	IMPORTED BORROW (CY)	CY	3450	\$ 45.00	\$ 155,250.00	3450	\$ 100.00	\$ 345,000.00	3450	\$ 127.00	\$ 438,150.00	3450	\$ 100.00	\$ 345,000.00	3450	\$ 130.00	\$ 448,500.00	3450	\$ 25.00	\$ 86,250.00
23	210350	FIBER ROLLS	LF	3690	\$ 4.00	\$ 14,760.00	3690	\$ 4.50	\$ 16,605.00	3690	\$ 7.00	\$ 25,830.00	3690	\$ 9.50	\$ 35,055.00	3690	\$ 10.00	\$ 36,900.00	3690	\$ 9.00	\$ 33,210.00
24	210430	HYDROSEED	SOFT	54000	\$ 0.30	\$ 16,200.00	54000	\$ 0.25	\$ 13,500.00	54000	\$ 0.60	\$ 32,400.00	54000	\$ 0.50	\$ 27,000.00	54000	\$ 0.20	\$ 10,800.00	54000	\$ 0.30	\$ 16,200.00
25	260203	CLASS 2 AGGREGATE BASE (CY)	CY	1950	\$ 95.00	\$ 185,250.00	1950	\$ 168.00	\$ 327,600.00	1950	\$ 165.00	\$ 321,750.00	1950	\$ 153.00	\$ 298,350.00	1950	\$ 160.00	\$ 312,000.00	1950	\$ 105.00	\$ 204,750.00
26	390132	HOT MIX ASPHALT (TYPE A)	TON	160	\$ 380.00	\$ 60,800.00	160	\$ 500.00	\$ 80,000.00	160	\$ 590.00	\$ 94,400.00	160	\$ 517.00	\$ 82,720.00	160	\$ 300.00	\$ 48,000.00	160	\$ 470.00	\$ 75,200.00
27	F 510051	STRUCTURAL CONCRETE BRIDGE FOOTING	CY	41	\$ 1,500.00	\$ 61,500.00	41	\$ 2,000.00	\$ 82,000.00	41	\$ 3,000.00	\$ 123,000.00	41	\$ 2,495.00	\$ 102,295.00	41	\$ 2,500.00	\$ 102,500.00	41	\$ 2,900.00	\$ 118,900.00
28	F 510053	STRUCTURAL CONCRETE BRIDGE	CY	47	\$ 3,200.00	\$ 150,400.00	47	\$ 3,075.00	\$ 144,525.00	47	\$ 3,500.00	\$ 164,500.00	47	\$ 4,520.00	\$ 212,440.00	47	\$ 5,500.00	\$ 258,500.00	47	\$ 2,900.00	\$ 136,300.00
29	F 510054	STRUCTURAL CONCRETE BRIDGE (POLYMER FIBER)	CY	40	\$ 3,600.00	\$ 144,000.00	40	\$ 4,000.00	\$ 160,000.00	40	\$ 5,300.00	\$ 212,000.00	40	\$ 1,765.00	\$ 70,600.00	40	\$ 4,500.00	\$ 180,000.00	40	\$ 2,900.00	\$ 116,000.00
30	F 510085	STRUCTURAL CONCRETE, APPROACH SLAB (TYPE EQ)	CY	29	\$ 2,800.00	\$ 81,200.00	29	\$ 3,500.00	\$ 101,500.00	29	\$ 2,000.00	\$ 58,000.00	29	\$ 1,530.00	\$ 44,370.00	29	\$ 2,500.00	\$ 72,500.00	29	\$ 2,000.00	\$ 58,000.00
31	511111	DRILL AND BOND DOWEL (CHEMICAL ADHESIVE)(LF)	LF	17	\$ 100.00	\$ 1,700.00	17	\$ 400.00	\$ 6,800.00	17	\$ 250.00	\$ 4,250.00	17	\$ 470.00	\$ 7,990.00	17	\$ 500.00	\$ 8,500.00	17	\$ 52.00	\$ 884.00
32	512354	FURNISH PRECAST PRESTRESSED CONCRETE SLAB (TYPE	SOFT	1914	\$ 140.00	\$ 267,960.00	1914	\$ 133.00	\$ 254,562.00	1914	\$ 232.00	\$ 444,048.00	1914	\$ 118.00	\$ 225,892.00	1914	\$ 115.00	\$ 220,110.00	1914	\$ 150.00	\$ 287,100.00
33	512600	ERECT PRECAST PRESTRESSED CONCRETE GIRDER	EA	9	\$ 12,000.00	\$ 108,000.00	9	\$ 10,000.00	\$ 90,000.00	9	\$ 3,400.00	\$ 30,600.00	9	\$ 6,000.00	\$ 54,000.00	9	\$ 25,000.00	\$ 225,000.00	9	\$ 20,000.00	\$ 180,000.00
34	F 519091	JOINT SEAL (MR 1 1/2")	LF	66	\$ 100.00	\$ 6,600.00	66	\$ 185.00	\$ 12,210.00	66	\$ 470.00	\$ 31,020.00	66	\$ 125.50	\$ 8,283.00	66	\$ 150.00	\$ 9,900.00	66	\$ 400.00	\$ 26,400.00
35	F 520102	BAR REINFORCING STEEL (BRIDGE)	LB	11081	\$ 2.70	\$ 29,918.70	11081	\$ 3.00	\$ 33,243.00	11081	\$ 15.00	\$ 166,215.00	11081	\$ 4.50	\$ 49,864.50	11081	\$ 3.50	\$ 38,783.50	11081	\$ 3.00	\$ 33,243.00
36	F 520106	BAR REINFORCING STEEL (EPOXY COATED)	LB	38	\$ 10.00	\$ 380.00	38	\$ 15.00	\$ 570.00	38	\$ 36.00	\$ 1,368.00	38	\$ 38.00	\$ 1,444.00	38	\$ 17.00	\$ 646.00	38	\$ 15.00	\$ 570.00
37	650026	36" REINFORCED CONCRETE PIPE	LF	56	\$ 260.00	\$ 14,560.00	56	\$ 515.00	\$ 28,840.00	56	\$ 700.00	\$ 39,200.00	56	\$ 325.00	\$ 18,200.00	56	\$ 260.00	\$ 14,560.00	56	\$ 250.00	\$ 14,000.00
38	705210	36" CONCRETE FLARED END SECTION	EA	2	\$ 2,500.00	\$ 5,000.00	2	\$ 7,500.00	\$ 15,000.00	2	\$ 3,600.00	\$ 7,200.00	2	\$ 8,350.00	\$ 16,700.00	2	\$ 1,600.00	\$ 3,200.00	2	\$ 12,000.00	\$ 24,000.00
39	723070	ROCK SLOPE PROTECTION (150 LB. CLASS III. METHOD B)	CY	3	\$ 500.00	\$ 1,500.00	3	\$ 875.00	\$ 2,625.00	3	\$ 2400.00	\$ 7,200.00	3	\$ 825.00	\$ 2,475.00	3	\$ 600.00	\$ 1,800.00	3	\$ 90.00	\$ 270.00
40	723080	ROCK SLOPE PROTECTION (60 LB. CLASS II. METHOD B) (CY)	CY	11	\$ 250.00	\$ 2,750.00	11	\$ 675.00	\$ 7,425.00	11	\$ 2400.00	\$ 26,400.00	11	\$ 650.00	\$ 7,150.00	11	\$ 555.00	\$ 6,105.00	11	\$ 150.00	\$ 1,650.00
41	727001	BOULDERS	EA	12	\$ 500.00	\$ 6,000.00	12	\$ 2,500.00	\$ 30,000.00	12	\$ 600.00	\$ 7,200.00	12	\$ 1,135.00	\$ 13,620.00	12	\$ 410.00	\$ 4,920.00	12	\$ 300.00	\$ 3,600.00
42	729011	ROCK SLOPE PROTECTION FABRIC (CLASS 8)	SOYD	41	\$ 60.00	\$ 2,460.00	41	\$ 65.00	\$ 2,665.00	41	\$ 90.00	\$ 3,690.00	41	\$ 40.00	\$ 1,640.00	41	\$ 8.50	\$ 348.50	41	\$ 20.00	\$ 820.00
43	750035	METAL CATTLE GUARD	EA	1	\$ 30,000.00	\$ 30,000.00	1	\$ 9,800.00	\$ 9,800.00	1	\$ 27,000.00	\$ 27,000.00	1	\$ 6,790.00	\$ 6,790.00	1	\$ 25,000.00	\$ 25,000.00	1	\$ 23,000.00	\$ 23,000.00
44	762200	OBTERATE SURFACING	SOYD	1360	\$ 3.60	\$ 4,896.00	1360	\$ 10.00	\$ 13,600.00	1360	\$ 35										



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 12, 2024

Reference ID:
2024-851

Inyo County/Los Angeles Standing Committee Meeting - November 14, 2024 Water Department ACTION REQUIRED

ITEM SUBMITTED BY

Holly Alpert, Water Director

ITEM PRESENTED BY

Holly Alpert, Water Director

RECOMMENDED ACTION:

Provide direction to the County's Standing Committee representatives in advance of the meeting of the Inyo/Los Angeles Standing Committee scheduled for November 14, 2024.

BACKGROUND / SUMMARY / JUSTIFICATION:

The next meeting of the Inyo County/Los Angeles Standing Committee will be hosted by Inyo County in person at the Inyo County Board Chambers in Independence, CA, on November 14, 2024. Pursuant to Resolution 99-43 and the Long Term Water Agreement, the Board sets policy for the County's representatives to the Standing Committee. The Water Department requests the Board provide direction to the County's Standing Committee representatives.

The Standing Committee agenda was in development at the time this agenda request was prepared (a draft version is attached). The Water Department anticipates two substantive items to be on the agenda: a runoff and operations update from LADWP, and a presentation on groundwater banking in Inyo County from LADWP. Additional items may be included and will be presented to the Board. The meeting will also include a morning tour of significant Water Agreement sites near Independence.

FISCAL IMPACT:

Funding Source	Non-General Fund	Budget Unit	024102
Budgeted?	Yes	Object Code	5311/5331
Recurrence	As-needed expenditure	Sole Source?	N/A

If Sole Source, provide justification below

Current Fiscal Year Impact

Up to \$750 per meeting for travel expenses for Water Commissioners, lunch, and meeting supplies

Future Fiscal Year Impacts

Unknown, depends on number and location of meetings (some meetings are held in Los Angeles)

Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Los Angeles Department of Water and Power

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Climate Resilience and Natural Resource Protection

APPROVALS:

Holly Alpert	Created/Initiated - 10/25/2024
Darcy Ellis	Approved - 10/25/2024
Holly Alpert	Approved - 11/4/2024
Keri Oney	Approved - 11/4/2024
John Vallejo	Approved - 11/4/2024
Amy Shepherd	Approved - 11/4/2024
Nate Greenberg	Final Approval - 11/5/2024

ATTACHMENTS:

1. November 14, 2024 Standing Committee Draft Agenda

AGENDA

**INYO COUNTY/LOS
ANGELES STANDING
COMMITTEE**

Tour: 10:00 a.m. – 11:30 a.m.
Meeting: 12:30 p.m.
November 14, 2024

Board of Supervisors Room
Inyo County Administrative Center
224 North Edwards St.
Independence, CA

The public will be offered the opportunity to comment on each agenda item prior to any action on the item by the Standing Committee or, in the absence of action, prior to the Committee moving to the next item on the agenda. The public will also be offered the opportunity to address the Committee on any matter within the Committee’s jurisdiction prior to adjournment of the meeting.

NOTICE TO THE PUBLIC: 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://us06web.zoom.us/j/84452802585?pwd=9bQbD5bfXaLNolNd5Zxw46OQrXkenn.1>

Individuals will be asked to provide their name and an email address in order to access the videoconference. Anyone who does not want to provide their email address may use the following generic, non-functioning address to gain access: donotreply@inyocounty.us.

Remote participation for members of the public is provided for convenience only. If the remote participation connection malfunctions for any reason, the Inyo County Water Department reserves the right to conduct the meeting without remote access.

Anyone wishing to make either a general public comment or comment on a specific agenda item prior to the meeting, or as the item is being heard, may do so either in writing, or by utilizing the **“Raise hand” feature** when appropriate in the Zoom meeting. The meeting Chair will call on those who wish to speak. Individuals that phone into the Zoom meeting wishing to make a public comment may do so by pressing *9 to **“Raise Hand”**. Written public comment, limited to **250 words or less**, may be emailed to halpert@inyocounty.us. Your emailed comments may or may not be read aloud, but all comments will be made a part of the record. Please submit a separate email for each item that you wish to comment upon.

1. Field tour of sites near Independence: see attached itinerary and maps. The Standing Committee will break for lunch at 11:30 a.m. and reconvene in the Board of Supervisors room at 12:30 p.m.

2. Welcome and introductions
3. Public comment
4. Action Item: Approval of documentation of actions from the May 30, 2024, meeting
5. Runoff and operations update
6. Presentation on groundwater banking
7. Schedule for future Standing Committee meetings
8. Adjourn

To join zoom:

Join from a PC, Mac, iPad, iPhone or Android device:

Please click this URL to join.

<https://us06web.zoom.us/j/84452802585?pwd=9bQbD5bfXaLNolNd5Zxw46OQrXkenn.1>

Passcode: 163732

Or One tap mobile:

+16699006833,,84452802585# US (San Jose)

+16694449171,,84452802585# US

Or join by phone:

Dial(for higher quality, dial a number based on your current location):

US: +1 669 900 6833 or +1 669 444 9171 or +1 719 359 4580 or +1 253 205 0468 or +1 253 215 8782 or +1 346 248 7799 or +1 312 626 6799 or +1 360 209 5623 or +1 386 347 5053 or +1 507 473 4847 or +1 564 217 2000 or +1 646 931 3860 or +1 689 278 1000 or +1 929 205 6099 or +1 301 715 8592 or +1 305 224 1968 or +1 309 205 3325

Webinar ID: 844 5280 2585

International numbers available: <https://us06web.zoom.us/j/84452802585?pwd=9bQbD5bfXaLNolNd5Zxw46OQrXkenn.1>