



# INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS

ASST. CLERK OF THE BOARD



## AGENDA

Board of Supervisors Room - County Administrative Center

224 North Edwards, Independence, California

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### REGULAR MEETING

January 7, 2025

8:30 AM

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

### CLOSED SESSION

- 2) **Conference with County's Labor Negotiators – Pursuant to Government Code §54957.6** – Regarding employee organizations: Deputy Sheriff's Association (DSA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Nate Greenberg, Assistant Personnel Director Keri Oney, County Counsel John-Carl Vallejo, Assistant County Counsel Christy Milovich, Assistant County Counsel Grace Weitz, and Assistant CAO Denelle Carrington.



## **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.)

### **9 A.M.**

- 3) **Pledge of Allegiance**
- 4) **Report on Closed Session as Required by Law**
- 5) **Election of Officers**  
The Board will elect a Chairperson and Vice Chairperson for calendar year 2025.
- 6) **Public Comment**  
Comments may be time-limited
- 7) **County Department Reports**

## **CONSENT AGENDA**

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

- 8) **Approval of Minutes from the December 17, 2024 Board of Supervisors Meeting**

Clerk of the Board | Assistant Clerk of the Board

### **Recommended Action:**

Approve the minutes from the regular Board of Supervisors meeting of December 17, 2024.

- 9) **Changes to Board of Supervisors' January Meeting Schedule**

County Administrator | Nate Greenberg

### **Recommended Action:**

Approve the following changes to the 2025 Board of Supervisors' January meeting schedule:

- A) Cancel the January 15, 2025 Special Meeting;
- B) Schedule a Regular meeting for January 21, 2025; and
- C) Cancel the January 28, 2025 meeting.

- 10) **Reappointment of Second and Fourth District Planning Commissioners**

Planning Department | Cathreen Richards

### **Recommended Action:**

Reappoint Planning Commissioners Caitlin Morley and Callie Peek to represent the Second and Fourth Supervisor Districts, respectively, for four-year terms ending January 4, 2029.



**11) Letter of Support for the Inyo County Local Transportation Commission's Application for the Caltrans Sustainable Transportation Planning Grant Program, Climate Adaptation Component**

Public Works | Justine Kokx

**Recommended Action:**

Approve and authorize the Chairperson to sign a letter of support for the Inyo County Local Transportation Commission to pursue funding for the Climate Adaptation component of the Sustainable Transportation Planning Grant Program through Caltrans to develop an evacuation route resiliency plan.

**12) Bishop Airport Disadvantaged Business Program**

Public Works | Ashley Helms

**Recommended Action:**

Approve the Inyo County Airport Disadvantaged Business Program and authorize the Chairperson to sign.

**13) Lone Pine Sidewalks Notice of Completion**

Public Works | Michael Errante

**Recommended Action:**

Approve Resolution No. 2025-01, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California Authorizing the Recording of a Notice of Completion for the Lone Pine Sidewalk Construction and ADA Improvement Project," and authorize the Chairperson to sign.

## **REGULAR AGENDA**

**14) 2025 Board of Supervisors Committee Assignments**

County Administrator | Supervisor Marcellin

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

**Recommended Action:**

Approve the 2024 Board of Supervisors committee assignments as recommended by the Chairperson.

**15) Diaz Lake Welcoming and Beautification Project Bid Package and Presentation**

Public Works - Parks & Recreation | Jorge Briceno

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

**Recommended Action:**

- A) Award the contract for the Diaz Lake Welcoming and Beautification Project to Great Western Recreation (Playcore Wisconsin) of Logan, Utah as the successful bidder;
- B) Approve the construction contract between the County of Inyo and Great Western Recreation of Logan, Utah in the amount of \$714,667.62 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.



**16) TSA Training Room Upgrade Project**

Public Works | Ashley Helms

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

**Recommended Action:**

- A) Amend the Fiscal Year 2024-2025 Bishop Airport Operating Budget (Budget 150100) as follows: increase estimated revenue in Federal Other (Revenue Code No. 4552) by \$10,750 and increase appropriation in Construction in Progress (Object Code 5700) by \$10,750 (*4/5ths vote required*);
- B) Approve the agreement between the County of Inyo and the Government Services Administration for the County to complete the TSA Training Room Upgrade Project in an amount not to exceed \$185,000, and authorize the Public Works Director to sign, contingent upon all appropriate signatures being obtained;
- C) Award the contract for the TSA Training Room Upgrade Project to Sierra Security Systems, Inc. of Bishop, CA as the successful bidder;
- D) Approve the construction contract between the County of Inyo and Sierra Security Systems, Inc. of Bishop, CA in the amount of \$160,750, and authorize the Public Works Director to sign, contingent upon all appropriate signatures being obtained; and
- E) 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.

**17) Eastern Sierra Community Housing Grant from Eastern Sierra Continuum of Care**

Health & Human Services | Anna Scott

5 minutes

**Recommended Action:**

Ratify and approve the Grant Agreement between the Eastern Sierra Continuum of Care and Eastern Sierra Community Housing of Mammoth Lakes for the delivery of permanent housing and innovative housing solutions in an amount not to exceed \$379,583 for the period of June 25, 2024 through June 30, 2026, contingent upon the Board's approval of future budgets, and authorize the Health & Human Services Director to sign.

**18) CalAIM Grant Acceptance**

Probation | Jeffrey Thomson

10 minutes

**Recommended Action:**

- A) Accept the CalAIM grant award in the amount of \$2,500,000 from California Department of Health Care Services for the provision of Medi-Cal services in the 90 days prior to release, as requested by the Department of Health Care Services (DHCS) through its CalAIM 1115 Demonstration request; and
- B) Authorize the Chief Probation Officer to sign the participation agreement and to be the County's authorized representative for the Inyo County Probation Department's CalAIM program.



**19) Regional Broadband Update**

County Administrator | Scott Armstrong  
15 minutes (10min. Presentation / 5min. Discussion)

**Recommended Action:**

Receive a presentation on regional broadband.

**20) Presentation on Facility Access Improvements and Updates to a County Plan Document**

County Administrator - Risk Management | Aaron Holmberg  
10 minutes

**Recommended Action:**

Receive the annual presentation from the Americans with Disabilities Act Coordinator regarding facility access improvements and updates to the Inyo County Self Evaluation and Transition Plan.

**ADDITIONAL PUBLIC COMMENT & REPORTS**

**21) Public Comment**

Comments may be time-limited

**22) Board Member and Staff Reports**

Receive updates on recent or upcoming meetings and projects

**CORRESPONDENCE - INFORMATIONAL**

**23) Auditor-Controller: Actual Count of Money in the Hands of the Treasurer  
Made on December 19, 2024**





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NATE GREENBERG  
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS  
ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

January 7, 2025

Reference ID:  
2024-996

### Approval of Minutes from the December 17, 2024 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 meeting of December 17, 2024.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

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

Darcy Ellis	Created/Initiated - 12/19/2024
Darcy Ellis	Final Approval - 12/19/2024



**ATTACHMENTS:**

1. Draft December 17, 2024 Minutes



# MINUTES



## County of Inyo Board of Supervisors

### December 17, 2024

The Board of Supervisors of the County of Inyo, State of California, met in regular session at the hour of 8:31 a.m., on December 17, 2024, in the Board of Supervisors Room, County Administrative Center, Independence, with the following Supervisors present: Chairperson Matt Kingsley, presiding, Scott Marcellin, Jeff Griffiths, and Trina Orrill. Also present: County Administrator Nate Greenberg, Assistant County Counsel John-Carl Vallejo, and Assistant Clerk of the Board Darcy Ellis. Attending remotely from 850 Blackrock Springs Rd., Independence, CA, pursuant to California Government Code 54953(b)(1): Jennifer Roeser

#### *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 8:32 a.m. to convene in closed session with all Board members present to discuss the following item(s): No. 2 **Conference with County's Labor Negotiators – Pursuant to Government Code §54957.6** – Regarding employee organizations: Deputy Sheriff's Association (DSA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all. County designated representatives – Administrative Officer Nate Greenberg, Assistant Personnel Director Keri Oney, County Counsel John-Carl Vallejo, Assistant County Counsel Christy Milovich, Assistant County Counsel Grace Weitz, and Assistant CAO Denelle Carrington.

#### *Open Session*

Chairperson Kingsley recessed closed session and reconvened the meeting in open session at 9:00 a.m. with all Board members present.

#### *Report on Closed Session*

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

#### *Pledge of Allegiance*

Chairperson Kingsley led the Pledge of Allegiance.

#### *Recognition*

Chairperson Kingsley introduced an item to recognize retiring District Attorney Tom Hardy who served Inyo County for more than 19 years, including 12 years as the D.A.

Board members took the opportunity to offer their farewells and gratitude.

Supervisor Kingsley: "I was down here when we appointed Tom, and it was kind of an exciting meeting. There was no doubt in my mind that we were doing the right thing."

Supervisor Griffiths: "I have no doubt in my mind that we were doing the right thing, and you did just prove that over your career. I appreciate your friendship."

Supervisor Orrill: "I just wanted to say thank you for your service to our community. You're a very dedicated individual and your integrity holds you high above. And it's earned you the trust of this community and you will be missed."

Supervisor Marcellin: "You've done an amazing job, and I want to thank you for your years of service not only to the D. A.'s office. but your achievements outside of it. You've done a lot for the community outside of Inyo County; you're going to be missed."

Supervisor Roeser: "I would just be remiss if I didn't mention that I am going to miss your quick and nimble legal mind and your sense of humor. I think I appreciate that sometimes as



much as your service. Your leadership and your skills have run an incredibly efficient District Attorney's office in serving the members of our county and its citizens."

Staff members, colleagues, and other individuals also commented.

County Counsel Vallejo: "I recall the conversation you had with Supervisor Kingsley to the rest of the County staff about how you try to operate your office and the environment you try to instill with a family-type love environment and that's one that I aspire to implement in my office as well. I think it's the right approach. I appreciate the fact that you have kept me on my toes as County Counsel when the occasion demands but also presented an atmosphere of being a regular person trying to do the best job that he can do for this county and his constituency and you've just been a role model for me, if you will. And I do appreciate your presence and your sense of humor and your approach to the office. Your approach to just interactions in general and the professionalism on top of all of that that you brought to your job, so thank you. I wish you well in your retirement."

CAO Greenberg: "I really do appreciate your candor, your guidance, your wisdom - you know, just the honesty and transparency - and I really agree with what John said. It was a pleasure for me to be able to have the panel with you and Supervisor Kingsley and to just talk about what it means to lead in these environments and the fact that you have done so and have staff who truly love and appreciate the environment and the approach that you've taken is commendable. And these are very challenging jobs, as I say all the time and to be on the tail end of that and have a career where you have served your community so well is something that is not lost on any of us and just very much appreciate your service. We'll miss you and best of luck in retirement."

Chief Probation Officer Jeff Thomson: "I just wanted to say on the record, thank you to Tom for his service and support of all of our county operations ... he really is a county leader. He's done a great job, and I really appreciate it. I appreciate his leadership in the criminal justice system as well as being a great partner to the Probation Department. So, on behalf of the Probation Department, we wish you well in retirement and we thank you for your 12 years as a District Attorney."

Deputy Senior District Attorney Dana Crom: "As you'll note, the entire District Attorney staff is here, and I think that that is probably the biggest tribute that we could pay to Tom. Tom built a team, and we truly are a team. And I think Supervisor Kingsley and Supervisor Griffiths both noted that when Tom was appointed, the District Attorney's office was not where it is today, and it has grown tremendously in these 11 years. Tom has brought a sense of professionalism camaraderie, team approach, and respect to the District Attorney's office. And for that, I think each and every one of us that have had a pleasure working with him are grateful and we are going to miss him tremendously."

District Attorney Tom Hardy responded:

"It has been a strange, fun, and interesting run. I have enjoyed almost every minute of being DA. We don't enjoy everything, but you know, we get to see the best of people and the worst of people. I hope that I've done an okay job. I really appreciate it, appreciate the recognition and appreciate being here.

"I do want to thank my wife, Nancy. I certainly appreciate all of her support over the years. Obviously, I couldn't be here, wouldn't be where I was without her. Also, very happy that my dad is here. I'm super blessed that just a little bit over 37 years ago, and it was December of 1987, I stood over in the Superior Courtroom across the street and got sworn into practice law by the Honorable Don Chapman. And I've basically been able to spend my entire legal career both here and in Mono County. And it's been a tremendous ride. And dad was there to see me sworn in. Dad's here to see me retire and I'm super happy and blessed that that's happened and so glad he could be here and obviously, he bears some of the responsibility for whatever I've done.

"I would be remiss if I didn't thank all of the county team, hopefully I get the big ones, Personnel, the Budget Team, Information Services, Motor Pool, and Building and Maintenance, but really, without those folks and without all the support, we couldn't run the



D.A.'s office and we couldn't be where we are. Being a small county, it is a team, we all work together.

"I also have to mention my thanks to the law enforcement community of Inyo County at all levels from Bishop PD, Sheriff, Highway Patrol, Fish and Wildlife and a number of other ancillary agencies that I've dealt with from time to time. People sometimes like to make fun of small-town law enforcement or think we're not as good as anybody else but I've been really blessed to work with a team of professionals – compassionate, concerned individuals – who do their best. And I'm not saying we always got it right, but we always tried, and I was always impressed with the effort that people in the law enforcement community brought to their jobs and the dedication that they have. And I can't thank them enough.

"I know she couldn't be here today, but I also wanted to thank Sheriff Rennie especially. I know she's the Sheriff and that's the way you all are used to dealing with her, but for me, she's still Chief Investigator Rennie. She had a very special place in the D.A.'s office. I was very happy to see her run for Sheriff and I was very sad to see her run for Sheriff. And the citizens of Inyo County are privileged to have her. She's going to do great for you and she was a very vital member of Team D.A. for a long time, and I really came to rely on her commonsense advice and practical approach to life.

"But perhaps more important is, as Dana mentioned, my team is here, and I would like all of my team to stand up. Honest to goodness, this is everybody, and if you're recognizing me, you're recognizing these people. I may have been lucky enough to put this team together but they're phenomenal. I love them like family and I'm going to miss them more than anything. We keep the people of Inyo County safe, or at least we try to. I hope we've done justice. I know they're going to continue to do justice. I do want to recognize everybody by name while they're standing up: Morgan Maillet, Administrative Assistant; Lawrence Austin, Legal Secretary; Senior Deputy D.A. David Christensen; Senior Deputy D.A. Dana Crom; Lidia Schultz, Victim Witness Coordinator; Deputy D.A. Catherine Ammirati; Jacqueline Shearer, Legal Secretary; Jessica Scida, Legal Secretary; and the DA's secret police investigator corps, Chief Investigator Rick Beal, Criminal Investigator Mike Durbin, and Criminal Investigator Brady Peak. I couldn't do without these people. They are the best."

*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 the Board with updates on the Library bookshelf anchoring project and the Whitney Portal Road repair project and provided pictures of improvements done to Portal Road. Errante thanked Chairperson Kingsley for his service and wished him well on his retirement.

*Clerk of the Board – Approval of Minutes*

Moved by Supervisor Orrill and seconded by Supervisor Marcellin to approve the minutes from the regular Board of Supervisors meetings of December 3, 2024 and December 10, 2024, and the special meeting of December 11, 2024. Motion carried unanimously.

*CAO – Grant Submission Ratification*

Moved by Supervisor Orrill and seconded by Supervisor Marcellin to ratify and approve the submission of a grant application for \$100,000 for an On-Road Heavy-Duty truck to the Carl Moyer Memorial Air Quality Standards Attainment Program. Motion carried unanimously.

*CAO – Film Permit Fee Ordinance 1315*

Moved by Supervisor Orrill and seconded by Supervisor Marcellin to approve proposed Ordinance 1315 titled, "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Adding Chapter 5.41 to the Inyo County Code Regulating Commercial Filming Upon All County Owner Property, Requiring Permits Therefore, and Setting Associated Fees and Repealing Ordinance No. 1088 (2004)." Motion carried unanimously.

*CAO – RingCentral Telephony Contract Approval*

Moved by Supervisor Orrill and seconded by Supervisor Marcellin to:

- A) Declare RingCentral, Inc., of Belmont, CA ("RingCentral"), a sole-source provider of Voice over IP ("VoIP") telephony services.
- B) Approve the agreement between the County of Inyo and RingCentral for the provision of VoIP services in an amount not to exceed \$7,500 per month for the period of 3 years (i.e., not to exceed \$270,000 over the course of 3 years), with recurring expenses to begin no earlier than April 1, 2025, in addition to a one-time



implementation cost of \$13,800 to be paid no earlier than January 2025, contingent upon the Board's approval of future budgets; and

C) Authorize the Chief Information Officer to sign.

Motion carried unanimously.

***HHS-ESAAA –  
ESAAA Council  
Appointments***

Moved by Supervisor Orrill and seconded by Supervisor Marcellin to:

A) Reappoint Ms. Sandra Lund and Mr. Roger Rasche each to a two-year term on the Eastern Sierra Area Agency on Aging Advisory Council, ending December 31, 2026; and

B) Appoint Ms. Laura Janoff to a two-year term on the Eastern Sierra Area Agency on Aging Advisory Council, ending December 31, 2026.

Motion carried unanimously.

***Water Department –  
LORP 23-24 Annual  
Accounting Report***

Moved by Supervisor Orrill and seconded by Supervisor Marcellin to approve the 2023-2024 Lower Owens River Project Annual Accounting Report. Motion carried unanimously.

***CAO-Personnel –  
Management  
Employee Reso. No.  
2024-45***

CAO Greenberg introduced the item and explained the process leading to today's management resolution, appointed officials' resolution, and personal service contracts with management and appointed employees. He noted that in February, the Board authorized a countywide classification and compensation study with the assistance of Evergreen Solutions. While the County had agreed to review the classification plan every 5-7 years, this was the first time that an independent and comprehensive analysis of the Inyo County workforce had been completed all at the same time. He explained that the Board's intent in engaging the County in this endeavor was to address chronic recruitment and retention issues throughout the organization, while also providing a consistent methodology of salary adjustments across the entire workforce. Greenberg explained that the Evergreen analysis evaluated classifications by reviewing existing job descriptions and job analysis questionnaires completed by employees in order to assess internal equity among positions, and then compare those positions to a market composed of 13 similar organizations. He said the study concluded that while salaries at most of the entry level positions in the organization were appropriately competitive at the median level of the 13 other organizations, the middle and upper-level positions top out in salary below similar positions within agencies in the market.

Greenberg noted that the Inyo County Employees Association and Inyo County Probation Peace Officers Association both accepted Evergreen's findings as part of negotiations (which previously led to the Board approving Memorandums of Understanding with both unions on December 3 as well as a resolution expanding the same benefits and salary changes to non-represented employees). He said proposed Resolution Nos. 2024-45 and 2024-46 are an attempt to further bring pay scale consistency to all employee groups.

Chairperson Kingsley said salary studies tend to be controversial, but there's no point in commissioning one if you don't have the guts to implement its findings, which does require some political will. Supervisors Griffith, Orrill, and Marcellin explained the importance of offering competitive salaries and benefits packages to recruit and retain quality employees and supported the effort to bring consistency to the pay scale countywide. Supervisor Roeser said pay increases seem do-able given past and current budget projections, but she wanted to make sure employees were not in the future automatically bumped up to higher steps in the pay scale, but rather only after stellar performance reviews to ensure the public is getting its money's worth.

Moved by Supervisor Orrill and seconded by Supervisor Griffiths to approve Resolution No. 2024-45 titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Setting Certain Salary and/or Terms and Conditions of Employment for Management Employees Employed in the Several Offices or Institutions of the County of Inyo, Which Shall Supersede Any prior Resolutions Pertaining to That Subject to the Extent They Are Inconsistent," and authorize the Chairperson to sign. Motion carried unanimously.

***CAO-Personnel –  
Appointed Officials***

Moved by Supervisor Griffiths and seconded by Supervisor Marcellin to approve Resolution No. 2024-46 titled, "A Resolution of the Board of Supervisors, County of Inyo, State of



**Reso. No. 2024-46**

California, Rescinding and Replacing Resolution 2006-06 and 2024-31 and Setting Salary and/or Terms and Conditions of Employment for Appointed Officials Employed in the Several Offices or Institutions of the County of Inyo," and authorize the Chairperson to sign.

**Personnel –  
Management &  
Appointed Official  
Personal Services  
Contracts**

Assistant Personnel Director Keri Oney read aloud the proposed salaries and benefits for the following management and appointed employees. Moved by Supervisor Orrill and seconded by Supervisor Marcellin to:

- A) Approve, and authorize the Chairperson to sign, the employment agreements between the County of Inyo and: Aaron Holmberg; Abhilash Itharaju; Allison Krohn; Amy Weurdig; Anna Scott; Ashley Helms; Caroline Nott; Carolyn Phillips; Cathreen Richards; Christian Milovich; Christie Martindale; Dana Crom; Darcia Blackdeer-Lent; David Christensen; Denelle Carrington; Elaine Kabala; Fred Aubrey; Gina Ellis; Grace Weitz; Holly Alpert; Jeffrey Thomson; Jerry Oser; John Laux; John Vallejo; Julie Weier; Keri Oney; Meaghan McCamman; Melissa Best Baker; Michael Errante; Morningstar Willis-Wagoner; Nathan Greenberg; Nathan Reade; Noam Shendar; Scott Armstrong; Shannon Platt; and Stephanie Tanksley; and
- B) Direct staff to update the publicly available salary schedule.

Motion carried unanimously.

**Clerk of the Board –  
Bishop Rural Fire  
Board of  
Commissioners  
Appointments**

Assistant Clerk of the Board/Public Relations Liaison Darcy Ellis noted that one of the two applicants withdrew his request for appointment after the publication of today's agenda. Moved by Supervisor Marcellin and seconded by Supervisor Orrill to appoint Mr. Gavin Delmas to an unexpired four-year term on the Bishop Rural Fire Protection District Board of Commissioners, ending July 1, 2028. Motion carried unanimously.

**Clerk of the Board –  
Child Care Planning  
Council Appointments**

Moved by Supervisor to make the following reappointments and/or appointments to the Inyo County Child Care Planning Council: reappoint Katelyne Lent to a four-term in the Discretionary category ending November 4, 2027; reappoint Kat Duncan to a four-year term in the Public Agency representative category ending November 4, 2027; and appoint Ambrosia Stone to a four-year term in the Community Representative category ending November 4, 2027. Motion carried unanimously.

**CAO-Economic  
Development –  
Film Permit and Film  
Production Guide**

Assistant Clerk of the Board/Public Relations Liaison Darcy Ellis provided a presentation on the proposed Commercial Filming and Photography Permit and Film Production Guide, which are a first for Inyo County and were created with the input and assistance of the Film Commissioner, Project Management Office, Road Department, Parks & Recreation, County Counsel, Risk Management, and the Sheriff's Office. She shared some highlights of the permit and guide and said the hope is to have both available online through a digital application process. The Board thanked Ellis for her hard work, noting the film permit has been a long time coming.

**CAO –  
OpenGov Budgeting &  
Procurement Modules  
Agreement**

Moved by Supervisor Orrill and seconded by Supervisor Marcellin to approve three-year agreement between County of Inyo and OpenGov for the purchase of online budgeting and procurement solutions for the total amount of \$245,014.27. Motion carried unanimously.

**Board Member & Staff  
Reports**

Supervisor Orrill wished everyone a Merry Christmas.

Supervisor Griffiths wished everyone Happy Holidays and Merry Christmas.

CAO Greenberg reported he attended an interagency roundtable coordinated by the Eastern Sierra Avalanche Center, announced that last Thursday was the inaugural flight of the new aircraft from San Francisco International Airport to the Eastern Sierra Regional Airport, and said that he will have a meeting tomorrow with Senator Padilla's Office to discuss his visit to the County in January. Greenberg wished everyone Happy Holidays.

**Recess/Reconvene**

The Chairperson recessed the meeting for a break at 11:00 a.m. and reconvened the meeting at 11:18 a.m. with all Board members present.

**Public Comment**

Chairperson Kingsley asked for public comment related to items not calendared on the



agenda and public comment was received from Pete Peters.

## *Recognition*

Assistant Clerk of the Board Darcy Ellis introduced an item to recognize retiring Fifth District Supervisor and current Chairperson Matt Kingsley for his 12 years of service to the residents and visitors of Inyo County. Ellis read aloud an impressive compilation of Kingsley's contributions which made note of his reputation for being fair, accessible, responsive, cooperative, compassionate, encouraging, and humorous.

CAO Greenberg presented Supervisor Kingsley with the Pinnacle Achievement Award for "exemplary public service which directly contributed to the success of Inyo County and supporting our community."

CAO Greenberg: "For me, actually applying for this job, knowing about you from friends and colleagues in common and you reaching out to me directly prior to the job even becoming available, your mentorship and friendship in many ways over the last couple of years has been incredible; and we would not be able to be where we are today if not for your wisdom and guidance and assistance along the way. I just personally want to say thank you. I very much appreciated getting to know you, being able to work beside you, learn from you, and I think that the true care and compassion you have for the County, the community, the communities in your district, and the individuals, is commendable. It's not one that I have seen in 25 years of service among just about any other elected official. I've worked with folks from various different ends of the political spectrum and various different entities. Communities all have a tremendous amount of respect for you; it speaks volumes about your ability to bring people together and to solve hard problems. For that, I'm deeply appreciative of having you as a mentor, and you will be dearly missed along with your humor."

County Counsel Vallejo: "Supervisor Kingsley, it's been an honor to work with and for you. I don't think people can truly appreciate the impact and influence you have had on County policy, in a lot of ways, not least of which is how you've brought the lots of charm to our dealings with LADWP ... You've done a great job navigating and developing those relationships and allowing us to find a space where we can work together as opposed to not working together with them. It's something that people don't see, but it's an incredibly important thing that you've contributed to the County. So, thank you, I appreciate you and I appreciate the time we've had together."

Board members expressed their deep gratitude for Supervisor Kingsley:

Supervisor Griffiths: "Matt, I still remember very clearly when we met. We met at Whiskey Creek in Bishop before the election in 2012 ... and got to know each other. And we've been tag-team partners ever since then, and I appreciate you introducing me to every bit of your district. I think you and I together have been to every corner of your district. I didn't even know Chicago Valley existed, and we went out there and found it. And you know, just watching you interact with your community on a personal level, you know the people and have this ability to do things in Sacramento or in D.C. meeting with a senator but then you're that same human being at a Quinceañera in Lone Pine. We're going to be buddies for a long time. We've had a great time."

Supervisor Orrill: "Throughout my local political career I've had the opportunity to work with some really amazing community public servants, and I am so blessed to add you to that list of mentors in my life. When I came on this board, you welcomed me. You have introduced me to people and have taken the time to listen to me and give me tools that I didn't know I needed. You introduced me to your district. I grew up in Inyo County, but I never knew the Fifth District, and having known you over the last two years, I feel like I've gotten to know it and appreciate the beauty of it. So, I just very humbly thank you for your mentorship and your friendship and wherever you go from here, will be very, very lucky to have you Supervisor Kingsley. Thank you from the bottom of my heart."

Supervisor Marcellin: "I have taken the approach of sitting back and listening and learning, and learning from you has been a joy because you always come up with the solutions. You're an amazing person, and I'm glad I got to know you ... I got to learn under your tutelage, and I appreciate that also. I got to see a part of the Fifth District that I thought I knew, but I hadn't seen growing up in Death Valley, but not getting to see the furthest southeast part of Death



Valley. I'd been to state line, but I'd never been to Tecopa, Shoshone, or Charleston View, so thank you."

Supervisor Roeser: "I believe your previous career set you up because you were a leader there, and now you became a leader here, and wherever you go, you're going to take that with you. So, thank you very much for everything you've done for Inyo County. Wherever you go in your retirement, just be blessed, my friend. You have obviously mentored many, many people throughout your entire career, and Lee and I have been grateful to know you, and also to have the opportunity, at least in my case, to have some mentorship coming into this role. I will just say that Inyo County, the United States Forest Service and all of the people that you have served over your career have been honored and blessed by your presence. Your unique ability to problem-solve and break things down into bite-sized bits when there's an issue to be confronted and bring people together is not only unique, but it's an honor and a privilege to watch and observe and learn from."

Staff members, colleagues, and constituents in attendance also commented.

Marilyn Mann: "I first got to meet Matt as a fellow school board member, and enjoyed meeting him, but more enjoyed getting to know him as a governance leader of the County and District 5. You are losing one of your staunchest advocates and so much so that I don't know that there's a department that provides a service that doesn't have in the back of their mind: 'Okay, how can we make sure we're meeting Fifth District needs when we do this?' Matt is always advocating for the Fifth District, even when it broadened to include Independence and has advocated on their behalf. We've been blessed to have you and you're going to be missed."

Auditor-Controller Amy Shepherd: "As one elected official to another, I learned early on in my career with Matt, that I can never underestimate what he was trying to get at, or what he wanted from me, because he was very pushy, and he would never let up. So, I always respected his asks and even if I didn't like them, I respected the fact that when he tackled County issues, he looked at them from a countywide perspective and not just his district's perspective. Especially when he had to vote for the COB building as a Fifth District resident. I second Marilyn's comment about you being one of the strongest supervisors I've ever seen in the Fifth District, and the advocacy of every resident we have and you're going to be missed."

District Attorney Tom Hardy: "I just wanted to say that the reason I always took your phone calls was mostly because when you get a call from the Fifth District Supervisor, you know it's going to be interesting. It's never something you've dealt with before, and it's never an easy answer. But it was always a pleasure working with you. I know you all have wonderful districts, no disrespect to anybody else's districts, but the 5th is a strange and different place, and I think Fifth District Supervisors, D.A.'s and Sheriffs have a special understanding of the 5th and it's been a pleasure working with you. You've been Fifth District Supervisor my entire reign as D.A. It's been fun – continue to have fun, and do what you want to do."

Greg James: "I've been around the County for a while, and done a few things with water and whatnot and have worked with Matt since he got elected 12 years ago. We've been through a lot of different issues. I've just got to commend you and give one example. There was a hearing on Adventure Trails which was a really contentious issue and there were people that really didn't want it and there were people that really wanted it. It was such a big hearing that we had to move it across the street at night and have it at the Legion Hall. Matt was the Chairman of the board, and he got through that meeting somehow. Everybody walked out of there still talking to each other. When they walked in, and it looked like we were going to be in a brawl. We came up with a solution, and both sides walked out, and as a testament to Matt, his humor just kept coming up in the middle of that hearing, diffusing the situation. So, thank you, and let me twist your arm and see if you'll serve on Water Commission."

Office Clerk Hayley Carter: "It has been extremely meaningful and fulfilling getting to know government more because of you, building knowledge and friendship. You are attentive to your staff and your constituents and bring it to a level I've never seen before. I admire the way that you have advocated for our rural county. You have a big, kind heart, and I will miss your smiling face. I hope you have time to continue your work and I look forward to hearing



about your future plans. Thank you for everything.”

Chief Probation Officer Jeff Thomson: “I just wanted to say thank you for your service. I've been around for a little bit, and I've seen Supervisors come and go, and you've been here the entire time, and I really appreciate that. Darcy was reading off all the accolades and the committees, and meetings, and everything that you've done and accomplished. I like to think of you as our Supervisor, and someone who has the County at heart at all times and for department heads like me and for other departments. We really appreciate the support that you've given over the years sitting in that chair there, not another committee, or anywhere else, but right here every other Tuesday. We don't always see eye to eye and we've had some pretty, not great times, but we've had some really good times as well. We've accomplished a lot, and that's because of your support and support of other Board members for the programs that we do, and so, not that you need another plaque or an award or anything, but on behalf of the Probation Department, I wanted to recognize Supervisor Matt Kingsley, District 5, on behalf of the Inyo County Probation Department. I'd like to thank you for your 12 years of service, dedication, and commitment to the men, women, and children of Inyo County. Throughout the years your support for Probation Department has produced many great programs and services that we can all be proud of. Thank you for that.”

Lauralyn Hundley: “I'm a resident of Independence and business owner. I just want to say, thank you Matt, I really appreciate you. I appreciate how much you reached out to the Independence community when the district changed. I saw that firsthand in the events that you went to and the people that you talked to. I was inspired to become more active in the County and in government, by just your response to emails to phone calls, the way that you supported businesses, my business, especially with hikers. If there were any issues with Horseshoe Meadow Road or Onion Valley Road or Whitney Portal Road, you were on it, and you really worked harder than most people know behind the scenes. I really appreciate the personal sacrifices you made to help the businesses in this community, and to establish yourself as someone who was supportive and helpful to the community and Independence when they were added to your district.”

Lone Pine Chamber Executive Director Angelica Mora: “I'm here because I'm representing the Hispanic community in the Fifth District. I want to say that everybody is thankful and everybody loves you. I have seen it – families always look forward to being with Matt. He's always invited to the carne asada dinners and the Quinceañeras, every party in the community. You know we appreciate you. You've been there with us and been very supportive. You are going to be missed out there. I've known you for some years since I started, living here in Lone Pine. I got you with the chips and salsa and I just want to thank you for everything. These last couple of years you've been very, very helpful to me in my new position and I want to thank you. I just want to say that the Hispanic community is going to miss you very much, but we're still there with you.”

Fifth District Supervisor Matt Kingsley responded.

“I'm going to talk, not about the challenges, or the politics, or successes or disappointments of my last 12 years. What I want to talk about is people who provided and continue to provide leadership in our county. I'm going to try to get the 2 hardest ones out of the way first: Linda, Arcularius and Clint Quilter. I feel lucky that I was friends with them, and both of them provided me with a lot of guidance. I feel very fortunate for that.

“Now I'm going to name a few more names and I've probably missed people that I should mention, but I'm going to give it a shot. Sue Dishion, Amy Shepherd, Marilyn Mann, Darcy Ellis, Hayley Carter, Leslie Chapman, Greg James, and Rick Pucci, as well as former Sheriff Bill Lutze and current Sheriff Stephanie Rennie. They've all been influential to me, as well as accessible, and engaged when I needed their help or guidance and when we needed to collaborate on trying to get something done. These are all great elected and appointed leaders, but also regular people that are fun to work with and hang out with.

“There are 400 County employees who are good, too. I want to mention a few people in the communities: Jaque Hickman in Lone Pine provides leadership; Kathy Goss in Darwin is a community leader; Susan Sorrells in Shoshone; and Robin Flinchum in Tecopa. They all



provide leadership in their communities, all care, and they all lead small communities in big ways.

"I just want to mention future leader Sophia Lomeli, a Hispanic woman just got elected to the Lone Pine School Board. Lone Pine in particular, has an emerging Spanish population that is and will continue to exert itself.

"I can't think about the last 12 years without mentioning my friend Jeff (Griffiths) and the ride we've had; and current CAO Greenberg, as he leads us into the digital age. Almost every week our department introduces new bright employees with so much potential and it's definitely the best part of our agenda. A common thread that runs through these individuals is a passion for their community, bravery, and providing direction even under pressure, and they transcend politics and use their instincts and intuitions in making important decisions.

"Take note that over the last two decades your County has been blessed with many strong, smart women in leadership positions, and all of these people have served with integrity and good moral compass. We should be proud that we are appointing and electing people to lead who are not ethically challenged. Take note, L.A. This is not to say that these people have always been right, and that they thought I was always right. In fact, at times we've tested our relationships, but another common thread has been our ability to recover and continue working for the good of our constituents.

"And, just a few comments about the Fifth District. I admit that I serve with a bit of a chip on my shoulder and I'm proud of it. I think that to represent the Fifth District one has to recognize that most of the citizens living in this county don't know where Charleston View is and have never been to Shoshone. Also to serve in this district, you have to drive fast, or you'll never get anywhere. The Fifth District's an amazing place. I feel exceptionally fortunate to have provided representation over the last 12 years for this amazing part of the county. The people and the landscape have been kind and supportive of me even in trying circumstances (like Covid in particular).

"I'll just say, lastly, that there's a reason why God gave us 5 fingers and 5 toes on each of our hands and feet; because in the Fifth District you have to kick ass and then remind people where you're from."

### *Adjournment*

The Chairperson adjourned the meeting at 11:55 a.m. to 8:30 a.m. Tuesday, January 7, 2025, in the County Administrative Center in Independence.

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Chairperson, Inyo County Board of Supervisors

*Attest: NATE GREENBERG  
Clerk of the Board*

*by: \_\_\_\_\_  
Darcy Ellis, Assistant*





# INYO COUNTY BOARD OF SUPERVISORS

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NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS

ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

January 7, 2025

Reference ID:  
2024-995

### Changes to Board of Supervisors' January Meeting Schedule

County Administrator

ACTION REQUIRED

#### ITEM SUBMITTED BY

County Administrator

#### ITEM PRESENTED BY

Nate Greenberg, County Administrative Officer

#### RECOMMENDED ACTION:

Approve the following changes to the 2025 Board of Supervisors' January meeting schedule:

- A) Cancel the January 15, 2025 Special Meeting;
- B) Schedule a Regular meeting for January 21, 2025; and
- C) Cancel the January 28, 2025 meeting.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

The Board approved its 2025 meeting schedule on December 3, at which time it was anticipated there would be the need for two special meetings in January to hold public interviews of Treasurer-Tax Collector and District Attorney candidates. It's since been determined that a single special meeting on January 14 will suffice for both sets of interviews. As a result, staff recommends canceling the January 15 Special Meeting.

Also, the approved 2025 schedule of meetings has January 21 as dark. However staff recommends holding a meeting that day to accommodate staff from the California State Association of Counties (CSAC) as they graduate Inyo County employees from the inaugural CSAC Leadership Academy and provide general updates to your Board. It is further recommended that the January 28 meeting be cancelled.

#### FISCAL IMPACT:

There are no fiscal impacts associated with this item.

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

The Board may decline to approve the recommended changes, however this is not recommended. The January 15 meeting is no longer needed and representatives from the California State Association of Counties are hoping to visit the Board on January 21 and are not able to attend the January 28 meeting.

#### OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Clerk of the Board



**STRATEGIC PLAN ALIGNMENT:**

Not Applicable

**APPROVALS:**

Darcy Ellis	Created/Initiated - 12/19/2024
Darcy Ellis	Approved - 12/19/2024
Nate Greenberg	Approved - 12/26/2024
John Vallejo	Final Approval - 12/26/2024

**ATTACHMENTS:**





# INYO COUNTY BOARD OF SUPERVISORS

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NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS

ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

January 7, 2025

Reference ID:  
2024-975

### Reappointment of Second and Fourth District Planning Commissioners Planning Department ACTION REQUIRED

#### ITEM SUBMITTED BY

Cathreen Richards, Planning Director

#### ITEM PRESENTED BY

Cathreen Richards, Planning Director

#### RECOMMENDED ACTION:

Reappoint Planning Commissioners Caitlin Morley and Callie Peek to represent the Second and Fourth Supervisor Districts, respectively, for four-year terms ending January 4, 2029.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

The terms of the Second and Fourth District Planning Commissioners, Caitlin Morley and Callie Peek, expired on January 4. Ms. Morley and Ms. Peek were asked to continue as the Planning Commissioners for their respective Districts by their District Supervisors, Jeff Griffiths and Jennifer Roeser, and have expressed interest in being re-appointed. Ms. Morley has served eight years on the Commission and Ms. Peek four years - both have served thoughtfully and fairly. Their participation has been valuable to the Planning Commission and through it, the citizens of the County, and it would be of great benefit to keep them both on for an additional term.

#### FISCAL IMPACT:

There is no fiscal impact associated with this item.

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

The Board could choose not to reappoint Ms. Caitlin Morley, Second District, and Ms. Callie Peek, Fourth District, to the Planning Commission. This is not recommended as both have served well and it would be difficult, if not impossible to replace them.

#### OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

#### STRATEGIC PLAN ALIGNMENT:

**Thriving Communities** | Community Supporting Infrastructure Improvements

**Thriving Communities** | Improve Housing Opportunities

**Thriving Communities** | Climate Resilience and Natural Resource Protection

**Economic Enhancement** | Collaborative Regional Economic Development

**High Quality Services** | Improved Access to Government



**APPROVALS:**

Cathreen Richards	Created/Initiated - 12/19/2024
Darcy Ellis	Approved - 12/30/2024
Cathreen Richards	Approved - 12/30/2024
John Vallejo	Approved - 12/30/2024
Nate Greenberg	Final Approval - 12/30/2024

**ATTACHMENTS:**





# INYO COUNTY BOARD OF SUPERVISORS

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NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS

ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

January 7, 2025

Reference ID:  
2024-991

### Letter of Support for the Inyo County Local Transportation Commission's Application for the Caltrans Sustainable Transportation Planning Grant Program, Climate Adaptation Component

#### Public Works

ACTION REQUIRED

#### ITEM SUBMITTED BY

Justine Kokx, Transportation Planner

#### ITEM PRESENTED BY

Justine Kokx, Transportation Planner

#### RECOMMENDED ACTION:

Approve and authorize the Chairperson to sign a letter of support for the Inyo County Local Transportation Commission to pursue funding for the Climate Adaptation component of the Sustainable Transportation Planning Grant Program through Caltrans to develop an evacuation route resiliency plan.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

The Sustainable Transportation Planning Grant Program (STPG) was created out of the SB-1 transportation funding bill to support Caltrans' mission: To provide a safe and reliable transportation network that serves all people and respects the environment. Climate Adaptation planning grants were established as a component of the STPG in 2022 to support local and regional initiatives to identify and adapt to climate-related vulnerabilities in the transportation network.

In recent years, Inyo County has experienced more frequent intense weather events that have severely impacted critical transportation infrastructure, isolating our rural communities from essential services. The Inyo County Local Transportation Commission has prioritized Rural Planning Assistance funding resources to prepare an application to the STPG to develop an evacuation route adaptation and resilience improvement plan for Inyo County. If successful, the grant would fund a planning effort that identifies communities and associated evacuation routes which are most susceptible to flooding or damage from intense storms. The plan's development will involve a public outreach process to inform and prioritize evacuation routes. A stakeholder engagement committee will be developed to advise the plan throughout.

The plan will involve a review of existing plans and documents as well as an evaluation of existing transportation infrastructure and weather-related incidents over the past ten years. The existing conditions analysis combined with community input from workshops and online surveys will serve as the basis for identification of priority areas for evacuation route improvements. Furthermore, the grant would fund up to 30% design to advance the readiness for implementation of the highest-priority evacuation route improvements. Another benefit of the plan would be to meet the Inyo County Safety Element



requirement to identify evacuation route locations, capacity, viability, etc. per SB 99, AB 747 & AB 1409.

Applications are due January 22, 2025. Grant results will be released in the Fall of 2025.

#### **FISCAL IMPACT:**

There is no fiscal impact associated with this item. Should the County be successful in securing the grant, a separate item will come back before your Board.

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

Your Board could choose not to sign the letter of support to pursue Caltrans Sustainable Transportation Grant Funding. This is not recommended as the objective of the grant aligns with the Regional Transportation Plan's goals to increase the resilience of the transportation system to climate change and to ensure a safe and secure transportation system.

#### **OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

Caltrans

#### **STRATEGIC PLAN ALIGNMENT:**

**Thriving Communities** | Climate Resilience and Natural Resource Protection  
**High Quality Services** | Public Safety and Emergency Response

#### **APPROVALS:**

Justine Kokx	Created/Initiated - 12/18/2024
Darcy Ellis	Approved - 12/19/2024
Breanne Nelums	Approved - 12/19/2024
Michael Errante	Approved - 12/19/2024
Keri Oney	Approved - 12/20/2024
John Vallejo	Approved - 12/20/2024
Amy Shepherd	Approved - 12/20/2024
Nate Greenberg	Final Approval - 12/26/2024

#### **ATTACHMENTS:**

1. Letter of Support



[Agency Letterhead]

Michael Errante  
Executive Director  
Inyo County Local Transportation Commission  
PO Drawer Q  
Independence, CA 93526

January 7, 2025

Re: Letter of Support for the Inyo County Local Transportation Commission Application for the Caltrans Sustainable Transportation Planning Grant

Dear Mr. Errante,

On behalf of the County of Inyo, we are pleased to express our strong support for the Inyo County Local Transportation Commission's (ICLTC) application for the Caltrans Sustainable Transportation Planning Climate Adaptation Grant. This funding will enable the development of a comprehensive plan to identify and enhance evacuation routes for Inyo County communities that are increasingly vulnerable to extreme weather events.

Over the past several years, Inyo County has experienced severe weather events that have had catastrophic impacts on critical transportation infrastructure, posing significant risks to the safety of our rural communities. A well-planned evacuation resilience strategy is essential to ensuring public safety and protecting the County's economic well-being in the face of growing climate-related challenges. Proactively prioritizing improvements to key infrastructure, such as roads, bridges, and culverts, will strengthen community resilience by safeguarding vital egress and ingress routes.

The Inyo County Board of Supervisors fully supports the ICLTC's efforts to secure this critical funding. By systematically identifying and addressing transportation vulnerabilities, this initiative will significantly enhance the safety, mobility, and resilience of Inyo County communities.

Thank you for considering this important application. We urge Caltrans to award funding for this initiative, which will allow Inyo County to plan for and invest in a safer, more sustainable future for our residents.

Sincerely,

---

Chairperson, Inyo County Board of Supervisors





# INYO COUNTY BOARD OF SUPERVISORS

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NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS

ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

January 7, 2025

Reference ID:  
2024-993

### Bishop Airport Disadvantaged Business Program Public Works ACTION REQUIRED

#### ITEM SUBMITTED BY

Ashley Helms, Deputy Public Works Director -  
Airports

#### ITEM PRESENTED BY

Ashley Helms, Deputy Public Works Director -  
Airports

#### RECOMMENDED ACTION:

Approve the Inyo County Airport Disadvantaged Business Program and authorize the Chairperson to sign.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

Inyo County must have a Disadvantaged Business Enterprise (DBE) Program on file with the Federal Aviation Administration (FAA) as a recipient of federal grants through the Department of Transportation (DOT). The DOT Disadvantaged Business Enterprise Program website states that the "DBE program is designed to remedy ongoing discrimination and the continuing effects of past discrimination in federally-assisted highway, transit, airport, and highway safety financial assistance transportation contracting markets nationwide. The primary remedial goal and objective of the DBE program is to level the playing field by providing small businesses owned and controlled by socially and economically disadvantaged individuals a fair opportunity to compete for federally funded transportation contracts."

DBEs are small businesses where socially or economically disadvantaged individuals own at least a 51% interest, and are involved in management and daily business operations. In the State of California, businesses can apply for a DBE certification through Caltrans.

In all airport improvement projects funded by the FAA, the County encourages contractors to seek DBE firms and small businesses for subcontracting opportunities. The County also collects information on the usage of DBE firms during grant funded projects, and transmits this data to the FAA annually.

#### FISCAL IMPACT:

This item has no direct fiscal impacts. The staff and consultant expenses required to administer the program in relation to federally funded projects is eligible for reimbursement through the grant for each project.

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

Your Board could choose not to approve the program as written. This is not recommended, as this program is based on the template required by the Federal Aviation Administration (FAA), and has been reviewed by the County's FAA Equal Opportunity Specialist.



**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**STRATEGIC PLAN ALIGNMENT:**

**Economic Enhancement** | Local Businesses, Organizations, and Workforce

**APPROVALS:**

Ashley Helms	Created/Initiated - 12/18/2024
Darcy Ellis	Approved - 12/18/2024
Ashley Helms	Approved - 12/20/2024
Keri Oney	Approved - 12/20/2024
Grace Weitz	Approved - 12/26/2024
John Vallejo	Approved - 12/26/2024
Amy Shepherd	Approved - 12/30/2024
Michael Errante	Approved - 12/30/2024
Nate Greenberg	Final Approval - 12/30/2024

**ATTACHMENTS:**

1. 2024 Disadvantaged Business Enterprise Program



# **DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

Bishop Airport

Independence Airport

Lone Pine/Death Valley Airport

Shoshone Airport

Inyo County, California



Prepared by Inyo County, CA, for the  
Federal Aviation Administration



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**DEPARTMENT OF TRANSPORTATION**  
**DBE PROGRAM – 49 CFR PART 26**

**POLICY STATEMENT**

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**Section 26.1, 26.23 Objectives/Policy Statement**

Inyo County, California, hereafter referred to as the Sponsor Bishop Airport, Independence Airport, Lone Pine/Death Valley Airport, and Shoshone Airport, has established a Disadvantaged Business Enterprise (DBE) Program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The Sponsor has received Federal financial assistance from the Department of Transportation. As a condition of receiving this assistance, the Sponsor has signed an assurance that it will comply with 49 CFR Part 26 (hereafter referred to as "Part 26").

It is the policy of the Sponsor to ensure that DBEs, as defined in Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also the Sponsor's policy to engage in the following actions on a continuing basis:

1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. Create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. Ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. Help remove barriers to the participation of DBEs in DOT-assisted contracts;
6. Promote the use of DBEs in all types of federally assisted contracts and procurement activities;
7. Assist the development of firms that can compete successfully in the marketplace outside the DBE Program and
8. Make appropriate use of the flexibility afforded to recipients of Federal financial assistance in establishing and providing opportunities for DBEs.

The Airport Manager/Deputy Public Works Director has been delegated as the DBE Liaison Officer. In that capacity, they are responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the Sponsor in its financial assistance agreements with the Department of Transportation.

The Sponsor has disseminated this policy statement to the Inyo County Board of Supervisors and all of the components of our organization. This statement has been distributed to DBE and non-DBE business communities that may perform work on the Sponsor's DOT-assisted contracts. The distribution was accomplished by advertising the policy statement on the Inyo County's Airport website, <https://www.inyocounty.us/bishop-airport>.

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Board Chair  
Inyo County

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Date



## GENERAL REQUIREMENTS

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### Section 26.1 Objectives

The objectives are elaborated in the policy statement on the first page of this program.

### Section 26.3 Applicability

The Sponsor is the recipient of Federal airport funds authorized by 49 U.S.C. 47101, *et seq.*

### Section 26.5 Definitions

The Sponsor will use terms in this program that have their meanings defined in Part 26, §26.5.

### Section 26.7 Non-discrimination Requirements

The Sponsor will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin.

In administering its DBE program, the Sponsor will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program with respect to individuals of a particular race, color, sex, or national origin.

### Section 26.11 Data Collection and Reporting Requirements

#### **Reporting to DOT:**

The Sponsor will provide data about its DBE Program to the Department as directed by DOT and its operating administrations.

DBE participation will be reported to the Federal Aviation Administration (FAA) as follows:

The Sponsor will transmit to the FAA annually, by or before December 1<sup>st</sup>, the information required for the "Uniform Report of DBE Awards or Commitments and Payments," as described in Part 26. The Sponsor will similarly report the required information about participating DBE firms. All reporting for this purpose will be done through the FAA's designated reporting system.

#### **Bidders List:**

The Sponsor will collect bidders list information as described in § 26.11(c)(2) and enter it into the system designated by DOT. The purpose of the bidders list is to compile as accurate data as possible about the universe of DBE and non-DBE contractors and subcontractors who seek to work on our federally assisted contracts. This data will be used to help set overall goals and provide the Department with data for evaluating the extent to which the objectives of § 26.1 are being achieved.

The Sponsor will obtain the following bidders' list information about all DBE and non-DBEs who bid as prime contractors and subcontractors on each of our federally assisted contracts:



- Firm name
- Firm Address, including Zip code
- Firm's status as a DBE or non-DBE
- Race and gender information for the firm's majority owner
- NAICS code applicable to each scope of work the firm sought to perform in its bid
- Age of the firm
- Annual gross receipts of the firm. The gross receipts can be obtained by asking each firm to indicate into what gross receipts bracket they fit (e.g., less than \$1 million; \$1-3 million; \$3-6 million; \$6-10 million, etc.) rather than requesting an exact figure from the firm.

The Sponsor will collect data from all bidders for our federally assisted contracts by requiring them to submit the information in paragraph (c)(2) of this section with their bids or initial responses to negotiated procurements.

The Sponsor will enter this data into the Department's designated system no later than December 1<sup>st</sup>, following the fiscal year in which the relevant contract was awarded.

In the case of a "design-build" contracting situation where subcontracts will be solicited throughout the contract period as defined in a DBE Performance Plan pursuant to § 26.53(e), the County will enter the data no later than December 1 following the fiscal year in which the design-build contractor awards the relevant subcontract(s).

The Sponsor will maintain records documenting a firm's compliance with this part's requirements. These records will be retained in accordance with all applicable record retention requirements of the sponsor's financial assistance agreement.

### **Section 26.13 Assurances Recipients and Contractors Must Make**

The Sponsor has signed the following assurances, applicable to all DOT-assisted contracts and their administration:

#### **Assurance:**

Each financial assistance agreement the Sponsor signs with a DOT operating administration (or a primary recipient) will include the following assurance:

The Sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Sponsor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Sponsor's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).



### **Contract Assurance:**

The Sponsor will ensure that the following clause is included in each DOT-funded contract it signs with a contractor (and each subcontract the prime contractor signs with a subcontractor):

- The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
- Withholding monthly progress payments;
- Assessing sanctions;
- Liquidated damages; and/or
- Disqualifying the contractor from future bidding as non-responsible.

## **ADMINISTRATIVE REQUIREMENTS**

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### **Section 26.21 DBE Program Updates**

The Sponsor is required to have a DBE program meeting the requirements of this part as it will receive grants for airport planning or development and will award prime contracts, cumulative total value of which exceeds \$250,000 in FAA funds in a federal fiscal year.

The Sponsor is not eligible to receive DOT financial assistance unless DOT has approved this DBE program and the Sponsor is in compliance with it and Part 26. The Sponsor will continue to carry out this program until all funds from DOT financial assistance have been expended. The Sponsor does not have to submit regular updates of the DBE program document as long as it remains in compliance. However, significant changes in the program, including those required by regulatory updates, will be submitted to the relevant operating administration for approval.

### **Section 26.23 Policy Statement**

The Policy Statement is elaborated on the first page of this DBE Program.

### **Section 26.25 DBE Liaison Officer (DBELO)**

The following individual has been designated as the DBE Liaison Officer for the Sponsor:

Deputy Public Works Director / Airport Manager  
703 Airport Road  
Bishop, CA 93514  
Office: (760) 878-0200



Email: [ahelms@inyocounty.us](mailto:ahelms@inyocounty.us)

In that capacity, the DBELO is responsible for implementing all aspects of the DBE program and ensuring that the Sponsor complies with all 49 CFR Part 26 provisions. The DBELO has direct, independent access to the County Administrator concerning DBE program matters. An organizational chart displaying the DBELO's position in the organization is included in Attachment 2 to this program.

The DBELO is responsible for developing, implementing, and monitoring the DBE program in coordination with other appropriate officials. The DBELO has a staff consisting of two (2) administrative resources and assistance from the airport's engineering consulting firm to assist in the administration of the program. The duties and responsibilities include the following:

1. The DBELO is responsible for implementing all aspects of the airport's DBE program (49 CFR 26.25), including the requirement to actively monitor DBE goal attainment, analyze attainment shortfalls, and identify ways to improve attainment.
2. Gather and reports statistical data and other information as required by the DOT.
3. Review Prime Contracts and Subcontracts to confirm compliance with program requirements.
4. Collaborate with Engineering and Planning Consultants to establish project and tri-annual goals.
5. Make bid notices and requests for proposals available to DBEs in a timely manner.
6. Verify that DBE goals (both race-neutral methods and contract-specific) are included in solicitations, bidding documents, contracts, and procurement processes and monitors outcomes.
7. Regularly reviews compliance with the DBE program and identifies opportunities for improvement.
8. Participate in pre-bid meetings.
9. Assess contractor adherence to good faith efforts.
10. Support DBEs by providing information on bid preparation and obtaining bonding and insurance.
11. Participate in DBE training seminars.
12. Conduct outreach to DBEs and community organizations to inform them about available opportunities.

## **Section 26.27 DBE Financial Institutions**

The Sponsor's policy is to investigate services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, make reasonable efforts to use these institutions and encourage prime contractors on DOT-assisted contracts to use them. The Sponsor includes a links to the FDIC's current Minority Depository Institutions (MDIs) and the U. S. Department of Treasury – Bureau of the Fiscal Service along with a list of any known institutions in the State of California in the construction project pre-bid meeting notes provided to potential contractors and sub-contractors and in the Contract Documents. The contact clause is provided below:



**DBE FINANCIAL INSTITUTIONS:** The Sponsor encourages the Contractor and Subcontractors to utilize the services of financial institutions owned and controlled by socially and economically disadvantaged individuals in the State. You can find a link to Minority-Owned Financial Institutions and their branches on the FDIC website: <https://www.fdic.gov/regulations/resources/minority/mdi.html> or the U. S. Department of Treasury – Bureau of the Fiscal Service <https://fiscal.treasury.gov/mbdp/>.

The availability of such institutions will be investigated on an annual basis by searching the California DBE Directory using the NAICS codes 522110 Commercial Banking and 522130 Credit Unions. The Sponsor also searched the website of the U. S. Department of Treasury – Bureau of the Fiscal Service ([www.fiscal.treasury.gov](http://www.fiscal.treasury.gov)) and the website of the Federal Deposit Insurance Corporation ([www.fdic.gov](http://www.fdic.gov)) for Minority Owned Financial Institutions and their branches in the State of California. The following Minority-Owned Financial Institutions were identified:

Name	City	State	Phone	Website
East West Bank	Pasadena	CA	(626) 768-6088	<a href="https://www.eastwestbank.com">https://www.eastwestbank.com</a>
Eastern International Bank	Los Angeles	CA	(213) 687-7228	<a href="http://www.easterninternationalbank.com">www.easterninternationalbank.com</a>
Evertrust Bank	City Of Industry	CA	(626) 854-9700	<a href="https://www.evertrustbank.com/Locations/Industry-">https://www.evertrustbank.com/Locations/Industry-</a>
First Commercial Bank USA	Alhambra	CA	(626) 300-6000	<a href="http://www.bankfcb.com">www.bankfcb.com</a>
First General Bank	Rowland	CA	(626) 820-1234	<a href="http://www.fgbusa.com">www.fgbusa.com</a>
Gateway Bank FSB	Oakland	CA	(510) 268-8108	<a href="http://www.gatewayfsb.com">www.gatewayfsb.com</a>
Genesis Bank	Newport Beach	CA	(800) 797-1031	<a href="https://mygenesisbank.com">https://mygenesisbank.com</a>
Hanmi Bank	Los Angeles	CA	(213) 743-5850	<a href="https://www.hanmi.com">https://www.hanmi.com</a>
Icon Business Bank	Riverside	CA	(888) 383-1954	<a href="https://www.iconbusinessbank.com">https://www.iconbusinessbank.com</a>
Legacy Bank	Murrieta	CA	(951) 579-3177	<a href="https://www.legacybankca.com">https://www.legacybankca.com</a>
Mega Bank	San Gabriel	CA	(626) 282-3000	<a href="https://www.megabankusa.com">https://www.megabankusa.com</a>
Metropolitan Bank	Oakland	CA	(510) 834-7534	<a href="http://www.met.bank">www.met.bank</a>
Mission National Bank	San Francisco	CA	(415) 826-3627	<a href="http://www.mnbsf.com">www.mnbsf.com</a>
New Omni Bank National	Alhambra	CA	(626) 284-5555	<a href="https://newomnibank.com">https://newomnibank.com</a>
Open Bank	Los Angeles	CA	(213) 443-9333	<a href="https://myopenbank.com">https://myopenbank.com</a>
Pacific Alliance Bank	San Gabriel	CA	(626) 773-8888	<a href="https://www.pacificalliancebank.com">https://www.pacificalliancebank.com</a>
PCB Bank	Los Angeles	CA	(213) 201-5600	<a href="https://www.mypcbbank.com">https://www.mypcbbank.com</a>
Preferred Bank	Los Angeles	CA	(213) 891-1188	<a href="https://www.preferredbank.com">https://www.preferredbank.com</a>
Royal Business Bank	Los Angeles	CA	(213) 627-9888	<a href="https://www.royalbusinessbankusa.com">https://www.royalbusinessbankusa.com</a>
United Pacific Bank	City Of Industry	CA	(626) 965-6230	<a href="http://www.upbnet.com">www.upbnet.com</a>
Universal Bank	West Covina	CA	(626) 854-2801	<a href="http://www.universalbank.com">www.universalbank.com</a>
US Metro Bank	Garden Grove	CA	(714) 620-8888	<a href="http://www.usmetrobank.com">www.usmetrobank.com</a>

## Section 26.29 Prompt Payment Mechanisms

The Sponsor requires that all subcontractors performing work on DOT-assisted contracts shall be promptly paid for work performed pursuant to their agreements in accordance with all relevant federal, state, and local laws. Prompt payment and return of retainage requirements also apply to lower-tier subcontractors.

In accordance with 49 CFR § 26.29, the Sponsor established a contract clause implementing this requirement and requires prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from the prime contractor's receipt of each payment from the Sponsor. The contract clause is provided below:



**Prompt Payment (49 CFR § 26.29)** – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than (seven (7), days from the receipt of each payment the prime contractor receives from the Sponsor. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

The Sponsor ensures prompt and full payment of retainage from the prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Pursuant to § 26.29, the Sponsor has selected the following method to comply with this requirement:

- The Sponsor will hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 30 days after the Sponsor payment to the prime contractor.
- For every airport construction project funded under Federal grant assistance programs, the Sponsor includes the applicable clause from FAA Advisory Circular 150/5370-10 (General Provisions Section 90-06) pertaining to the selected retainage method. The applicable clause will be included verbatim. However, if state or local prompt payment laws provide for payment in less than 30 days, any reference to "30 days" will be revised accordingly.

### **Prompt Payment Monitoring for DBEs and Non-DBEs**

The Sponsor clearly understands and acknowledges that reliance on complaints or notifications from subcontractors about a contractor's failure to comply with prompt payment and retainage requirements is not a sufficient monitoring and oversight mechanism. Therefore, the Sponsor undertakes proactive monitoring and oversight of prime contractors' compliance with subcontractor prompt payment and return of retainage requirements of 49 CFR Part 26. Such monitoring activities will be accomplished through the following method(s):

- **Submission of Pay Applications/Invoices:** Prompt payment compliance will be monitored through the submission of Pay Applications/Invoices.
- **Listing of Subcontractors:** With each pay application, the Prime Contractor must provide a list of all actively working subcontractors on the Airport's construction project, detailing the total contract amount and the amount to be paid from the pay application.
- **Proof of Payment Requirement:** The prime contractor shall provide proof of payment to all actively working subcontractors on the Airport's construction projects within seven (7) days of receipt of payment.
- **Notification to Subcontractors:** An email notification will be sent to all actively working subcontractors on the Airport's construction project upon payment submission. Subcontractors have 15 days from receipt of this email to either confirm receipt of payment and submit proof or dispute the payment information on record.

The Sponsor requires prime contractors to maintain records and documents of payments to subcontractors, including DBEs, for a minimum of three (3) years unless otherwise provided by applicable record retention



requirements for the Sponsor's financial assistance agreement, whichever is longer. These records will be made available for inspection upon request by any authorized representative of the Sponsor or DOT. This reporting requirement extends to all subcontractors, both DBE and non-DBE.

The Sponsor proactively reviews contract payments to subcontractors, including DBEs, in sequence with the Pay Applications/Invoices typically submitted by the prime contractor monthly. Payment reviews will evaluate whether the actual amount paid to DBE subcontractors is equivalent to the amounts reported to the Sponsor by the prime contractor.

### **Prompt Payment Dispute Resolution**

The Sponsor will take the following steps to resolve disputes as to whether timely prompt payment and retainage releases are being made as required by § 26.29.

- **Prompt Payment Verification:** Once the Sponsor is notified by the subcontractor, Resident Project Representative, and/or the Project Manager that there is a prompt payment dispute, the Sponsor will investigate and gather payment information from the subcontractor. They will then request proof of payment from the Prime Contractor and the specified time frame.
- **Withholding Payments:** The Prime Contractor's payment can be temporarily withheld until satisfactory resolution of the payment dispute is achieved.
- **Contractual Remedies:** The Sponsor can enforce contractual remedies such as liquidated damages or other provisions specified in the contract for prompt payment violations.
- **Compliance Monitoring:** Enhance monitoring and oversight mechanisms for the remainder of the project to proactively identify and address potential prompt payment issues before they escalate into disputes.

The Sponsor has established, as part of its DBE program, the following mechanism(s) to ensure prompt payment and return of retainage:

- (1) Alternative dispute resolution (ADR)
  - a. **Mediation:** The DBE Liaison Officer (DBELO) can then hold a meeting with both parties to help resolve the dispute amicably and efficiently.
  - b. **Neutral Evaluation/ Mediation:** The DBE Liaison Officer (DBELO) can bring in an unbiased third-party Neutral evaluator to provide an objective perspective and help facilitate communication and negotiation between the parties.
  - c. **Arbitration:** The DBELO can bring in an arbitrator to make a binding decision.
- (2) A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed. The contract clause is provided below:



The Sponsor requires that all subcontractors performing work on DOT-assisted and non-DOT contracts be promptly paid for work performed pursuant to their agreements in accordance with all relevant federal, state, and local laws. Prompt payment and return of retainage requirements also apply to lower-tier subcontractors.

The prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed and provides proof of payment to the Sponsor.

Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Sponsor deems appropriate, which may include, but is not limited to:

- Advise subcontractors of the availability of the payment and performance bond to assure payment for labor and materials in the execution of the work provided for in the contract.
- Issue a stop-work order until payments are released to subcontractors, specifying in the contract that such orders constitute unauthorized delays for the purposes of calculating liquidated damages if milestones are not met.
- Assessing Liquidated Damages
- Disqualifying the Contractor from future bidding as non-responsible.

### **Prompt Payment Complaints**

Complaints by subcontractors regarding the prompt payment requirements are handled according to the following procedure.

- **Initiating a Complaint:** If the affected subcontractor is reluctant to approach the prime contractor directly regarding payment concerns or encounters difficulties in resolving payment discrepancies, they are encouraged to initiate a formal complaint by contacting the Resident Project Representative and/or the Project Manager and/or the DBE Liaison Officer (DBELO).
- **Escalation Process:** If filing a prompt payment complaint with the Resident Project Representative and/or the Project Manager and/or the DBELO does not result in timely and effective action by the Sponsor to resolve prompt payment disputes, the affected subcontractor may escalate the complaint to the responsible FAA contact.
- **Reporting Requirements:** Pursuant to Sec. 157 of the FAA Reauthorization Act of 2018, all prompt payment complaints must be reported in a format acceptable to the FAA. This report should include:
  - The nature and origin of the complaint.
  - Steps taken to resolve the complaint.
  - The final resolution of the complaint.

### **Enforcement Actions for Noncompliance of Participants**

The Sponsor provides appropriate means to enforce the requirements of § 26.29. These means include:



- **Withholding Payments:** The Prime Contractor's payment can be temporarily withheld until satisfactory resolution of the payment dispute is achieved.
  - **Compliance Monitoring:** Enhance monitoring and oversight mechanisms for the remainder of the project to proactively identify and address potential prompt payment issues before they escalate into disputes.
  - **Contractual Remedies:** The Sponsor can enforce contractual remedies which may result in the termination of the contract or such other remedy as the Sponsor deems appropriate, which may include, but is not limited to:
    - Advise subcontractors of the availability of the payment and performance bonds to assure payment for labor and materials in the execution of the work provided for in the contract.
    - Issue a stop-work order until payments are released to subcontractors, specifying in the contract that such orders constitute unauthorized delays for the purposes of calculating liquidated damages if milestones are not met.
    - Assessing Liquidated Damages
    - Disqualifying the Contractor from future bidding as non-responsible.
- (3) The Sponsor will actively implement the enforcement actions detailed above. The contractual remedies as listed in the contract are provided below:

Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Sponsor deems appropriate, which may include, but is not limited to:

- Advise subcontractors of the availability of the payment and performance bond to assure payment for labor and materials in the execution of the work provided for in the contract.
- Issue a stop-work order until payments are released to subcontractors, specifying in the contract that such orders constitute unauthorized delays for the purposes of calculating liquidated damages if milestones are not met.
- Assessing Liquidated Damages
- Disqualifying the Contractor from future bidding as non-responsible.

## Section 26.31 Directory of Certified Firms

The Sponsor is a non-certifying California Unified Certification Program (UCP) member. The UCP maintains a directory identifying all firms eligible to participate as DBEs and/or ACDBEs, and it contains all the elements required by §26.31. The directory lists all firms eligible to participate as a DBE and/or ACDBE in the program. In the listing for each firm, the UCP directory includes the following details about the firm:

- Business address
- Business phone number
- Firm website(s);



- The types of work the firm has been certified to perform as a DBE and/or ACDBE.
- The type of work a DBE and/or ACDBE is eligible to perform is listed by using the most specific NAICS code available to describe each type of work the firm performs. Pursuant to § 26.81(n)(1) and (3), the UCP directory allows for NAICS codes to be supplemented with specific descriptions of the type(s) of work the firm performs.
- The UCP directory may include additional data fields of other items readily verifiable in State or locally maintained databases, such as State licenses held, Pre-qualifications, and Bonding capacity.
- The UCP directory is an online system that permits the public to search and/or filter for DBEs by physical location, NAICS code(s), work descriptions, and any additional data fields of readily verifiable optional information described above.

The directory includes a prominently displayed disclaimer stating that the information within the directory does not guarantee the DBE's capacity and ability to perform work.

### **Section 26.33 Over-concentration**

The Sponsor has not identified that over-concentration exists in the types of work that DBEs perform.

### **Section 26.35 Business Development and Mentor-Protégé Programs**

The Sponsor has not established a Business Development Program or a Mentor-Protégé Program as described by 49 CFR Part 26.

### **Section 26.37 Monitoring Responsibilities**

The Sponsor implements and carries out appropriate mechanisms to ensure compliance with 49 CFR Part 26 program requirements by all program participants and describes and sets forth these mechanisms in this DBE program.

The Sponsor actively monitors the attainment of overall goals by maintaining a running tally that provides for a frequent comparison of cumulative DBE awards/commitments to DOT-assisted prime contract awards to determine whether our implementation of contract goals is projected to be sufficient to meet the annual goal. The Sponsor will maintain the running tally for overall goal using the prompt payment monitoring procedures in section 26.29. This mechanism to maintain a running tally of overall goal attainment will be used to inform the Sponsor's decisions to implement goals on contracts to be advertised, according to our established contract goal-setting process.

The Sponsor actively monitors participation with respect to each DBE commitment by using a running tally that provides for a frequent comparison of payments made to each listed DBE relative to the progress of work, including payments for such work to the prime contractor. The Sponsor will maintain the running tally for overall goal monitoring using the prompt payment monitoring procedures in section 26.29. These contract-specific running tallies will be used to determine whether the contractor is on track with meeting its DBE commitment and whether any projected shortfall exists that requires the prime contractor's good faith efforts to address to meet the contract goal pursuant to § 26.53(g).



## **Monitoring Contracts and Work Sites**

The Sponsor reviews contracting records and engages in active monitoring of work sites to ensure that work committed to DBEs at contract award or subsequently (*e.g.*, as the result of modification to the contract) is actually performed by the DBEs to which the work was committed, and such work is counted according to the requirements of § 26.55. Worksite monitoring for counting and commercially useful function review is performed by the Sponsor and or the Sponsor's Engineering Consultant's onsite representative. The monitoring of work sites to assess commercially useful functions will include interviews with staff members and supervisors at the job site, photographic documentation of people and equipment performing the work, reviews of invoices and supply payments, vehicle and equipment ownership or lease verification (such as registration or lease agreements), and any other supporting documents necessary to determine the business is performing a commercially useful function.

Contracting records reviewed by the Sponsor and the Engineering Consultant's Project Services Team will require prime contractors to provide copies of subcontracts for review. Reviews of contracting records will include verifying mandatory contract language is included in prime and subcontracts, verifying prohibited terms and conditions are not present, and confirming the type and amount of work described in a subcontract aligns with representations made by the prime and subcontractor in any related letters of intent. The Sponsor will maintain written certification that contracting records have been reviewed and work sites have been monitored to ensure the counting of each DBE's participation is consistent with its function on the contract.

### **Section 26.39 Fostering Small Business Participation**

The Sponsor has created a small business element to structure contracting requirements to facilitate competition from small business concerns. It has taken all reasonable steps to eliminate obstacles to their participation, including unnecessary and unjustified bundling of contract requirements that may preclude small businesses from participating in procurements as prime contractors or subcontractors.

The small business element is incorporated as Attachment 10 to this DBE Program. The program elements will be actively implemented to foster small business participation. The Sponsor acknowledges that implementation of the small business element is required for us to be considered by DOT as implementing our DBE program in good faith.

## **GOALS, GOOD FAITH EFFORTS, AND COUNTING**

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### **Section 26.43 Set-asides or Quotas**

The Sponsor does not use quotas or race-conscious set-asides in any way in the administration of this DBE program.

### **Section 26.45 Overall Goals**

The Sponsor will establish an overall DBE goal covering a three-year federal fiscal year period if it anticipates awarding DOT-funded prime contracts the cumulative total value of which exceeds \$250,000 in DOT funds during any one or more of the reporting fiscal years within the three-year goal period. In accordance with §26.45(f), the



Sponsor will submit its Overall Three-year DBE Goal to FAA by August 1<sup>st</sup> of the year in which the goal is due, as required by the schedule established by FAA.

The DBE goals will be established in accordance with the two-step process as specified in 49 CFR Part 26.45. If the Sponsor does not anticipate awarding prime contracts whose cumulative total value exceeds \$250,000 in DOT funds during any of the years within the three-year reporting period, an overall goal will not be developed. However, this DBE Program will remain in effect, and the Sponsor will seek to fulfill the objectives outlined in 49 CFR Part 26.1.

**Step 1.** The first step is to determine a base figure for the relative availability of DBEs in the market area. The Sponsor will use a Disparity Study, if available and applicable, DBE Directory information and the US Census Bureau Data, and any additional methods that comply with §26.45 as a method to determine the base figure. The Sponsor understands that the exclusive use of a list of prequalified contractors or plan holders, or a bidders list that does not comply with the requirements of 49 CFR Part 26.45(c)(2), is not an acceptable alternative means of determining the availability of DBEs.

**Step 2.** The second step is to adjust, if necessary, the “base figure” percentage from Step 1 so that it reflects as accurately as possible the DBE participation the recipient would expect in the absence of discrimination. Adjustments may be made based on past participation, information from a disparity study (to the extent it is not already accounted for in the base goal), and/or information about barriers to entry to past competitiveness of DBEs on contracts. The Sponsor will examine all of the evidence available in its jurisdiction to determine what adjustment, if any, is needed. If the evidence does not suggest an adjustment is necessary, then no adjustment shall be made.

Any methodology selected will be based on demonstrable evidence of local market conditions and designed to ultimately attain a goal rationally related to the relative availability of DBEs in the Sponsor’s market.

In establishing the overall goal, the Sponsor will provide consultation and publication. This includes consultation with minority, women’s, and general contractor groups, community organizations, and other officials or organizations which could be expected to have information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the efforts by the Sponsor to establish a level playing field for the participation of DBEs. The consultation will include a scheduled, direct, interactive exchange (e.g., a face-to-face meeting, video conference, teleconference) with as many interested stakeholders as possible focused on obtaining information relevant to the goal-setting process, and it will occur before the Sponsor is required to submit the goal methodology to the operating administration for review pursuant to §26.45(f). The goal submission will document the consultation process in which the Sponsor engaged. Notwithstanding paragraph (f)(4) of §26.45, the proposed goal will not be implemented until this requirement is met.

In addition to the consultation described above, the Sponsor will publish a notice announcing the proposed overall goal before submission to the FAA on August 1<sup>st</sup>. The notice will be posted on the Sponsor’s official internet website and may be posted in other sources (e.g., minority-focused media, trade association publications). If the proposed goal changes following review by the FAA, the revised goal will be posted on the Sponsor’s official Internet website.



The Overall Three-Year DBE Goal submission to FAA will include any information and comments received, who provided the comment, and how the Sponsor considered and responded to any comments and information received before finalizing the goal.

The Sponsor will begin using the overall goal on October 1 of the relevant period unless other instructions from the FAA have been received.

### **Project Goals**

If permitted or required by the FAA, an overall goal may be expressed as a percentage of funds for a particular grant or project or group of grants and/or projects, including entire projects. Like other overall goals, a project goal may be adjusted to reflect changed circumstances with the concurrence of the appropriate operating administration. A project goal is an overall goal, and it must meet all the substantive and procedural requirements pertaining to overall goals. A project goal covers the entire length of the project to which it applies. The project goal will include a projection of the DBE participation anticipated to be obtained during each fiscal year covered by the project goal. The funds for the project to which the project goal pertains are separated from the base from which the regular overall goal, applicable to contracts not part of the project covered by a project goal, is calculated.

### **Prior Operating Administration Concurrence**

The Sponsor understands that prior FAA concurrence with the overall goal is not required. However, if the FAA review suggests that the overall goal has not been correctly calculated or that the method employed by the Sponsor for calculating goals is inadequate, the FAA may, after consulting with the Sponsor, adjust the overall goal or require that the goal be adjusted by the Sponsor. The adjusted overall goal is binding. In evaluating the adequacy or soundness of the methodology used to derive the overall goal, the U.S. DOT operating administration will be guided by the goal-setting principles and best practices identified by the Department in guidance issued pursuant to § 26.9.

A description of the methodology to calculate the overall goal and the goal calculations can be found in Attachment 5 to this program.

### **Section 26.47 Failure to meet overall goals**

The Sponsor cannot be penalized or treated by the Department as being in noncompliance with Part 26 because DBE participation falls short of an overall goal unless the Sponsor fails to administer its DBE program in good faith.

The Sponsor understands that to be considered to be in compliance with this part, an approved DBE Program and overall DBE goal, if applicable, must be maintained, and this DBE Program must be administered in good faith.

The Sponsor understands that if the awards and commitments shown on the Uniform Report of Awards or Commitments and Payments at the end of any fiscal year are less than the overall goal applicable to that fiscal year, the following actions must be taken in order to be regarded by the Department as implementing this DBE Program in good faith:

- Analyze in detail the reasons for the difference between the overall goal and the awards and commitments in that fiscal year;



- Establish specific steps and milestones to correct the problems identified in the analysis to enable the goal for the new fiscal year to be fully met;
- The Sponsor will prepare, within 90 days of the end of the fiscal year, the analysis and corrective actions developed under paragraphs (c)(1) and (2) of this section. We will retain a copy of the analysis and corrective actions in records for a minimum of three years and will make it available to the FAA upon request.

## **Section 26.51 Means Recipients Use to Meet Overall Goals**

### **Breakout of Estimated Race-Neutral & Race-Conscious Participation**

The Sponsor will meet the maximum feasible portion of its overall goal by using race-neutral means of facilitating race-neutral DBE participation. Race-neutral DBE participation includes any time a DBE wins a prime contract through customary competitive procurement procedures or is awarded a subcontract on a prime contract that does not carry a DBE contract goal.

Race-neutral means include, but are not limited to, the following:

1. Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate participation by DBEs and other small businesses and by making contracts more accessible to small businesses by means such as those provided under §26.39.
2. Providing assistance in overcoming limitations such as the inability to obtain bonding or financing (e.g., by such means as simplifying the bonding process, reducing bonding requirements, eliminating the impact of surety costs from bids, and providing services to help DBEs, and other small businesses, obtain bonding and financing);
3. Providing technical assistance and other services;
4. Carrying out information and communications programs on contracting procedures and specific contract opportunities (e.g., ensuring the inclusion of DBEs and other small businesses on recipient mailing lists for bidders; ensuring the dissemination to bidders on prime contracts of lists of potential subcontractors; provision of information in languages other than English, where appropriate);
5. Implementing a supportive services program to develop and improve immediate and long-term business management, record keeping, and financial and accounting capability for DBEs and other small businesses;
6. Providing services to help DBEs and other small businesses, improve long-term development, increase opportunities to participate in a variety of kinds of work, handle increasingly significant projects, and achieve eventual self-sufficiency;
7. Establishing a program to assist new start-up firms, particularly in fields in which DBE participation has historically been low;
8. Ensuring the distribution of the DBE directory, through print and electronic means, to the widest feasible universe of potential prime contractors and
9. Assisting DBEs and other small businesses to develop their capability to utilize emerging technology and conduct business through electronic media.



The breakout of estimated race-neutral and race-conscious participation can be found in Attachment 5 to this program.

The Sponsor will arrange solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate participation by DBEs and other small businesses and by making contracts more accessible to small businesses by means such as those provided under §26.39.

### **Contract Goals**

If the approved projection under paragraph (c) of §26.51 estimates that the entire overall goal for a given year can be met through race-neutral means, contract goals will not be set during that year unless the use of contract goals becomes necessary in order to meet the overall goal.

Contract goals will be established only on those DOT-assisted contracts that have subcontracting possibilities. A contract goal need not be established on every such contract, and the size of contract goals will be adapted to the circumstances of each such contract (e.g., type and location of work, availability of DBEs to perform the particular type of work).

Contract goals will be expressed as a percentage of the total amount of a DOT-assisted contract.

## **Section 26.53 Good Faith Efforts Procedures in Situations where there are Contract Goals**

### **Demonstration of good faith efforts (pre-award)**

In cases where a contract goal has been established, the contract in question will only be awarded to a bidder/offeror that has made good faith efforts to meet the contract goal. The bidder/offeror can demonstrate that it has made good faith efforts by either meeting the contract goal or documenting that it has made adequate good faith efforts to do so. Examples of good faith efforts are found in Appendix A to Part 26.

The DBELO or Engineering Consulting Firm is responsible for determining whether a bidder/offeror who has not met the contract goal has documented sufficient good faith efforts to be regarded as Responsible.

The Sponsor will ensure that all information is complete and accurate and adequately documents the bidder/offeror's good faith efforts before committing to the performance of the contract by the bidder/offeror.

In all solicitations for DOT-assisted contracts for which a contract goal has been established, the following information will be required of every bidder/offeror:

1. Award of the contract will be conditioned on meeting the requirements of this section;
2. All bidders or offerors will be required to submit the following information to the recipient at the time provided in paragraph (3) of this section:
  - a. The names and addresses of DBE firms that will participate in the contract;
  - b. A description of the work that each DBE will perform. To count toward meeting a goal, each DBE firm must be certified in a NAICS code applicable to the kind of work the firm would perform on the contract;
  - c. The dollar amount of the participation of each DBE firm participating;



- d. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal; and
  - e. Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment. Each DBE listed to perform work as a regular dealer or distributor must confirm its participation according to the requirements of § 26.53 (c)(1).
  - f. If the contract goal is not met, evidence of good faith efforts (as elaborated in Appendix A of Part 26). The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract;
3. The bidder/offeror will be required to present the information stipulated in paragraph (2) of this section no later than 5 days after bid opening, as a matter of **responsibility**.
  4. Under sealed bid procedures, as a matter of responsiveness, or with initial proposals, under contract negotiation procedures;

Provided that, in a negotiated procurement, such as a procurement for professional services, the bidder/offeror may make a contractually binding commitment to meet the goal at the time of bid submission or the presentation of initial proposals but provide the information required by paragraph (b)(2) of this section before the final selection for the contract is made by the Sponsor. This paragraph (b)(3)(ii) does not apply to a design-build procurement, which must follow the provisions in paragraph (e) of 49 CFR § 26.53.

For each DBE listed as a regular dealer or distributor, the Sponsor will make a preliminary counting determination to assess its eligibility for 60 or 40 percent credit, respectively, of the cost of materials and supplies based on its demonstrated capacity and intent to perform as a regular dealer or distributor, as defined in §§ 26.55(e)(2)(iv)(A), (B), (C), and (3) under the contract at issue. The preliminary determination will be made based on the DBE's written responses to relevant questions and its affirmation that its subsequent performance of a commercially useful function will be consistent with the preliminary counting of such participation. Where the DBE supplier does not affirm that its participation will meet the specific requirements of either a regular dealer or distributor, the Sponsor will make appropriate adjustments in counting such participation toward the bidder's good faith efforts to meet the contract goal. The bidder is responsible for verifying that the information provided by the DBE supplier is consistent with the counting of such participation toward the contract goal.

In a design-build contracting situation, in which the Sponsor solicits proposals to design and build a project with minimal project details at time of letting, Sponsor may set a DBE goal that proposers must meet by submitting a DBE Open-Ended DBE Performance Plan (OEPP) with the proposal. The OEPP replaces the requirement to provide the information required in paragraph (b) of § 26.53(b). To be considered responsive, the OEPP must include a commitment to meet the goal and provide details of the types of subcontracting work or services (with projected dollar amounts) that the proposer will solicit DBEs to perform. The OEPP must include an estimated time frame in which actual DBE subcontracts would be executed. Once the design-build contract is awarded, [Recipient] will provide ongoing monitoring and oversight to evaluate whether the design-builder is using good faith efforts to comply with the OEPP and schedule. Sponsor and the design-builder may agree to make written revisions of the OEPP throughout



the life of the project, e.g., replacing the type of work items the design-builder will solicit DBEs to perform and/or adjusting the proposed schedule, as long as the design-builder continues to use good faith efforts to meet the goal.

The Sponsor will apply the requirements of this section to DBE bidders/offers for prime contracts. In determining whether a DBE bidder/offeror for a prime contract has met a contract goal, the Sponsor will count the work the DBE has committed to performing with its own forces as well as the work that it has committed to be performed by DBE subcontractors and DBE suppliers.

### **Administrative Reconsideration of Good Faith Efforts determinations**

Within 5 days of being informed by the Sponsor that it is not responsible because it has not documented adequate good faith efforts, a bidder/offeror may request administrative reconsideration. Bidders/offers should make this request in writing to the reconsideration official:

Nate Greenberg  
County Administrative Officer / Purchasing Agent  
PO Drawer N  
Independence, CA 93526  
Phone: (760) 878-0373  
Email: [ngreenberg@inyocounty.us](mailto:ngreenberg@inyocounty.us)

The reconsideration official will not have played any role in the original determination that the bidder/offeror did not document sufficient good faith efforts.

As part of this reconsideration, the bidder/offeror will have the opportunity to provide written documentation or argument concerning whether it met the goal or made adequate good-faith efforts to do so. The bidder/offeror will have the opportunity to meet in person with the reconsideration official to discuss whether the goal was met or whether the bidder/offeror made adequate good-faith efforts to do so. The bidder/offeror will be sent a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good-faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

### **Good Faith Efforts procedural requirements (post-solicitation/award)**

The Sponsor will include in each prime contract the contract clause required by § 26.13(b) stating that failure by the contractor to carry out the requirements of this part is a material breach of the contract and may result in the termination of the contract or such other remedies set forth in that section that the Sponsor deems appropriate if the prime contractor fails to comply with the requirements of this section.

The Sponsor will require the awarded contractor to make a copy of all DBE subcontracts available upon request. The contractor shall ensure that all subcontracts or agreements with DBEs to supply labor or materials include all required contract provisions and mandate that the subcontractor and all lower-tier subcontractors perform in accordance with the provisions of Part 26.



The Sponsor will require that a prime contractor not terminate a DBE or any portion of its work listed in response to § 26.53(b)(2) (or an approved substitute DBE firm per § 26.53(g)) without our prior written consent unless the Sponsor causes the termination or reduction. A termination includes any reduction or underrun in work listed for a DBE not caused by a material change to the prime contract by the recipient. This requirement applies to instances that include but are not limited to when a prime contractor seeks to perform work originally designed for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The Sponsor will include in each prime contract a provision stating that:

1. The contractor must utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the Sponsor's written consent as provided in § 26.53(f); and
2. Unless the Sponsor consent is provided under § 26.53(f), the prime contractor must not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The contract provision is provided below:

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent Sponsor. Unless Sponsor consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The Sponsor may provide such written consent only if it agrees, for reasons stated in our concurrence document, that the prime contractor has good cause to terminate the listed DBE or any portion of its work.

Good cause does not exist if the prime contractor seeks to terminate a DBE or any portion of its work that is relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award. For purposes of § 26.53(f)(3), good cause includes the following circumstances:

- (1) The listed DBE subcontractor fails or refuses to execute a written contract;
- (2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- (3) The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements;
- (4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit worthiness;
- (5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR parts 180, 215, and 1200 or applicable state law;
- (6) The Sponsor has determined that the listed DBE subcontractor is not a responsible contractor;
- (7) The listed DBE subcontractor voluntarily withdraws from the project and provides to The Sponsor written notice of its withdrawal;
- (8) The listed DBE is ineligible to receive DBE credit for the type of work required;



- (9) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract and
- (10) Other documented good cause that the Sponsor determines compels the termination of the DBE subcontractor;

Before transmitting to the Sponsor the request to terminate a DBE subcontractor or any portion of its work, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the Sponsor sent concurrently, of its intent to request to terminate and the reason for the proposed request.

The prime contractor's written notice must give the DBE five (5) days to respond, advising the Sponsor and the prime contractor of the reasons, if any, why it objects to the proposed termination of its subcontract or portion thereof and why the Sponsor should not approve the prime contractor's request. If required in a particular case as a matter of public necessity (e.g., safety), the Sponsor may provide a response period shorter than five (5) days.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions or changes to DBEs or their listed work put forward by offerors in negotiated procurements.

When a DBE subcontractor or a portion of its work is terminated by the prime contractor as provided in § 26.53(f), or if work committed to a DBE is reduced due to overestimations made prior to award, the prime contractor must use good faith efforts to include additional DBE participation to the extent needed to meet the contract goal. The contractor shall document the good faith efforts. If the Sponsor requests documentation under this provision, the contractor shall submit the documentation within seven (7) days, which may be extended for an additional seven (7) days, if necessary, at the request of the contractor. The Sponsor shall provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated.

### **Section 26.55 Counting DBE Participation (when a contract goal is established)**

DBE participation will be counted toward overall and contract goals as provided in § 26.55. The participation of a DBE subcontractor will not be counted toward a contractor's final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE.

In the case of post-award substitutions or additions, if a firm is not currently certified as a DBE in accordance with the standards of subpart D of this part at the time of the execution of the contract, the firm's participation will not be counted toward any DBE goals, except as provided for in § 26.87(j).

For FAA-funded projects, firms that exceed the business size standard in § 26.65(b) will remain eligible for DBE certification and may be counted for DBE credit toward overall and contract goals on FAA-funded projects as long as they do not exceed the small business size standard, as adjusted by the United States Small Business Administration, for the NAICS code(s) in which they are certified.



## CERTIFICATION STANDARDS

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### Section 26.61 – 26.73 Certification Process

The Sponsor is not a non-certifying member of the California Unified Certification Program (UCP) and relies upon the UCP's determinations of certification eligibility. The Sponsor relies on the State UCP to use Subpart D of Part 26's certification standards to determine the firms' eligibility to participate as DBEs in DOT-assisted contracts. The Sponsor also relies on the State Certifying UCP members to make all certification decisions based on the facts as a whole. A firm must meet all certification eligibility standards to be certified as a DBE.

For information about the certification process or to apply for certification, firms should contact:

California Department of Transportation

Office of Civil Rights

1823 14th Street

Sacramento, CA 95811

(916) 324-1700 TTY: 711

Email address: [DBE.Certification@dot.ca.gov](mailto:DBE.Certification@dot.ca.gov)

Website Link: <https://dot.ca.gov/programs/civil-rights/dbe-certification-information>

Link to electronic application portal: <https://californiaucp.dbesystem.com/>

The Uniform Certification Application form, Personal Net Worth statement, and documentation requirements can be reviewed at <https://www.transportation.gov/civil-rights/disadvantaged-business-enterprise/ready-apply>.

## CERTIFICATION PROCEDURES

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Any procedures included in this document are highlights only. Detailed certification procedures are enumerated in the full California UCP agreement. The full UCP agreement can be found at: <https://dot.ca.gov/programs/civil-rights/dbe-certification-information>

### Section 26.81 Unified Certification Programs

The Sponsor is a member of a Unified Certification Program (UCP) administered by the California Department of Transportation (Caltrans). The UCP will meet all certification standards and procedures requirements of Subparts D and E of Part 26.

## COMPLIANCE AND ENFORCEMENT

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### Section 26.101 Compliance Procedures Applicable to the Sponsor

The Sponsor understands that if it fails to comply with any requirement of this part, the Sponsor may be subject to formal enforcement action under § 26.103 or § 26.105 or appropriate program sanctions by the concerned operating administration, such as the suspension or termination of Federal funds, or refusal to approve projects,



grants or contracts until deficiencies are remedied. FAA Program sanctions may include actions consistent with 49 U.S.C. 47106(d), 47111(d), and 47122.

The Sponsor understands that, as provided in statute, it will not be subject to compliance actions or sanctions for failing to carry out any requirement of this part because it has been prevented from complying because a Federal court has issued a final order in which the court found that the requirement is unconstitutional.

## **Section 26.103 Enforcement Actions Applicable to FAA Programs**

### **Compliance reviews**

The FAA may review the recipient's compliance with this part at any time, including reviews of paperwork and on-site reviews, as appropriate. The Office of Civil Rights may direct the operating administration to initiate a compliance review based on complaints received.

## **Section 26.105 Enforcement Actions Applicable to FAA Programs**

Compliance with all requirements of this part by airport sponsors and other recipients of FAA financial assistance is enforced through the procedures of Title 49 of the United States Code, including 49 U.S.C. 47106(d), 47111(d), and 47122, and regulations implementing them.

The provisions of § 26.103(b) and this section apply to enforcement actions in FAA programs.

Any person who knows of a violation of this part by a recipient of FAA funds may file a complaint under 14 CFR part 16 with the Federal Aviation Administration Office of Chief Counsel.

## **Section 26.107 Enforcement Actions Applicable to Participating Firms**

If a firm that does not meet the eligibility criteria of subpart D of this part attempts to participate in a DOT-assisted program as a DBE on the basis of false, fraudulent, or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty, the Department may initiate suspension or debarment proceedings against the firm under 2 CFR parts 180 and 1200.

If a firm, in order to meet DBE contract goals or other DBE program requirements, uses or attempts to use, on the basis of false, fraudulent, or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty, another firm that does not meet the eligibility criteria of subpart D of this part, the Department may initiate suspension or debarment proceedings against you under 2 CFR parts 180 and 1200.

In a suspension or debarment proceeding brought under paragraph (a) or (b) of this section, the concerned operating administration may consider the fact that a purported DBE has been certified by a recipient. Such certification does not preclude the Department from determining that the purported DBE, or another firm that has used or attempted to use it to meet DBE goals, should be suspended or debarred.

The Department may take enforcement action under [49 CFR Part 31](#), Program Fraud and Civil Remedies, against any participant in the DBE program whose conduct is subject to such action under [49 CFR part 31](#).



The Department may refer to the Department of Justice for prosecution under [18 U.S.C. 1001](#) or other applicable provisions of law, any person who makes a false or fraudulent statement in connection with participation of a DBE in any DOT-assisted program or otherwise violates applicable Federal statutes.

### **Section 26.109 Confidentiality, Cooperation, and Intimidation or Retaliation**

In responding to requests for information concerning any aspect of the DBE program, the Department complies with provisions of the Federal Freedom of Information and Privacy Acts (5 U.S.C. 552 and 552a). The Department may make available to the public any information concerning the DBE program, release of which is not prohibited by Federal law.

Notwithstanding any provision of Federal or state law, information that may reasonably be construed as confidential business information will not be released to any third party without the written consent of the firm that submitted the information, including applications for DBE certification and supporting information. However, this information will be transmitted to DOT in any certification appeal proceeding under § 26.89 or to any other state to which the individual's firm has applied for certification under § 26.85.

All participants in the Department's DBE program (including, but not limited to, recipients, DBE firms and applicants for DBE certification, complainants and appellants, and contractors using DBE firms to meet contract goals) are required to cooperate fully and promptly with DOT and recipient compliance reviews, certification reviews, investigations, and other requests for information. Failure to do so shall be a ground for appropriate action against the party involved (e.g., with respect to recipients, a finding of noncompliance; with respect to DBE firms, denial of certification or removal of eligibility and/or suspension and debarment; with respect to a complainant or appellant, dismissal of the complaint or appeal; with respect to a contractor which uses DBE firms to meet goals, findings of non-responsibility for future contracts and/or suspension and debarment).

The Sponsor, contractor, or any other participant in the program will not intimidate, threaten, coerce, or discriminate against any individual or firm for the purpose of interfering with any right or privilege secured by this part or because the individual or firm has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this part. The Sponsor understands it is noncompliant with Part 26 if it violates this prohibition.



## **ATTACHMENT 1 REGULATION: 49 CFR PART 26 (eCFR) WEBSITE LINK**

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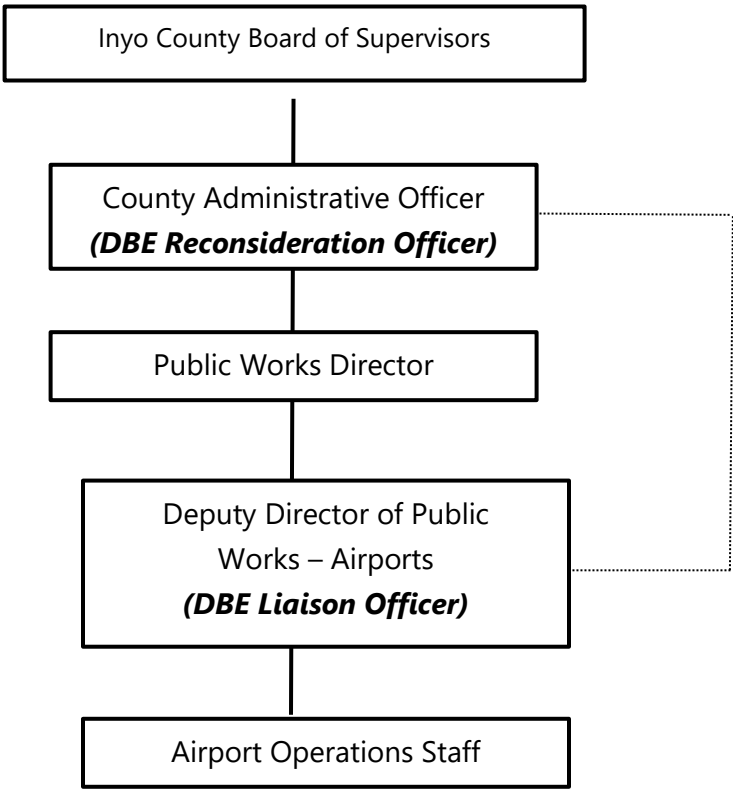
DBE program regulations are codified in Title 49 of the Code of Federal Regulations, Part 26. They can be retrieved using the following link to the Electronic Code of Federal Regulations:

<https://www.ecfr.gov/current/title-49/subtitle-A/part-26>



ATTACHMENT 2 ORGANIZATIONAL CHART

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# ATTACHMENT 3 BIDDERS LIST COLLECTION FORM

## BIDDERS LIST COLLECTION FORM

Prime Contractor			
Firm Name: _____		Certified DBE: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Firm Address: _____		City: _____	State: _____ Zip Code: _____
Contact Name: _____		Email Address: _____	Phone: _____
NAICS Code(s) associated with Bid Project	Race of Majority Owner	Age of Firm	Annual Gross Receipts
	<input type="checkbox"/> Black American <input type="checkbox"/> Other <input type="checkbox"/> Hispanic American <input type="checkbox"/> Asian-Pacific American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Native American	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1 - 3 years <input type="checkbox"/> 4 - 7 years <input type="checkbox"/> 8 - 10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$1 million <input type="checkbox"/> \$1 - \$3 million <input type="checkbox"/> \$3 - \$6 million <input type="checkbox"/> \$6 - \$10 million <input type="checkbox"/> Over \$10 million
Gender of Majority Owner			
<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Other			

Sub Contractor			
Firm Name: _____		Certified DBE: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Firm Address: _____		City: _____	State: _____ Zip Code: _____
Contact Name: _____		Email Address: _____	Phone: _____
NAICS Code(s) associated with Bid Project	Race of Majority Owner	Age of Firm	Annual Gross Receipts
	<input type="checkbox"/> Black American <input type="checkbox"/> Other <input type="checkbox"/> Hispanic American <input type="checkbox"/> Asian-Pacific American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Native American	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1 - 3 years <input type="checkbox"/> 4 - 7 years <input type="checkbox"/> 8 - 10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$1 million <input type="checkbox"/> \$1 - \$3 million <input type="checkbox"/> \$3 - \$6 million <input type="checkbox"/> \$6 - \$10 million <input type="checkbox"/> Over \$10 million
Gender of Majority Owner			
<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Other			

Sub Contractor			
Firm Name: _____		Certified DBE: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Firm Address: _____		City: _____	State: _____ Zip Code: _____
Contact Name: _____		Email Address: _____	Phone: _____
NAICS Code(s) associated with Bid Project	Race of Majority Owner	Age of Firm	Annual Gross Receipts
	<input type="checkbox"/> Black American <input type="checkbox"/> Other <input type="checkbox"/> Hispanic American <input type="checkbox"/> Asian-Pacific American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Native American	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1 - 3 years <input type="checkbox"/> 4 - 7 years <input type="checkbox"/> 8 - 10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$1 million <input type="checkbox"/> \$1 - \$3 million <input type="checkbox"/> \$3 - \$6 million <input type="checkbox"/> \$6 - \$10 million <input type="checkbox"/> Over \$10 million
Gender of Majority Owner			
<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Other			



Sub Contractor			
Firm Name: _____	Certified DBE: <input type="checkbox"/> Yes <input type="checkbox"/> No		
Firm Address: _____	City: _____	State: _____	Zip Code: _____
Contact Name: _____	Email Address: _____		Phone: _____
NAICS Code(s) associated with Bid Project	Race of Majority Owner	Age of Firm	Annual Gross Receipts
	<input type="checkbox"/> Black American <input type="checkbox"/> Other <input type="checkbox"/> Hispanic American <input type="checkbox"/> Asian-Pacific American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Native American	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1 - 3 years <input type="checkbox"/> 4 - 7 years <input type="checkbox"/> 8 - 10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$1 million <input type="checkbox"/> \$1 - \$3 million <input type="checkbox"/> \$3 - \$6 million <input type="checkbox"/> \$6 - \$10 million <input type="checkbox"/> Over \$10 million
Gender of Majority Owner			
<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Other			

Sub Contractor			
Firm Name: _____	Certified DBE: <input type="checkbox"/> Yes <input type="checkbox"/> No		
Firm Address: _____	City: _____	State: _____	Zip Code: _____
Contact Name: _____	Email Address: _____		Phone: _____
NAICS Code(s) associated with Bid Project	Race of Majority Owner	Age of Firm	Annual Gross Receipts
	<input type="checkbox"/> Black American <input type="checkbox"/> Other <input type="checkbox"/> Hispanic American <input type="checkbox"/> Asian-Pacific American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Native American	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1 - 3 years <input type="checkbox"/> 4 - 7 years <input type="checkbox"/> 8 - 10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$1 million <input type="checkbox"/> \$1 - \$3 million <input type="checkbox"/> \$3 - \$6 million <input type="checkbox"/> \$6 - \$10 million <input type="checkbox"/> Over \$10 million
Gender of Majority Owner			
<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Other			

Sub Contractor			
Firm Name: _____	Certified DBE: <input type="checkbox"/> Yes <input type="checkbox"/> No		
Firm Address: _____	City: _____	State: _____	Zip Code: _____
Contact Name: _____	Email Address: _____		Phone: _____
NAICS Code(s) associated with Bid Project	Race of Majority Owner	Age of Firm	Annual Gross Receipts
	<input type="checkbox"/> Black American <input type="checkbox"/> Other <input type="checkbox"/> Hispanic American <input type="checkbox"/> Asian-Pacific American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Native American	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1 - 3 years <input type="checkbox"/> 4 - 7 years <input type="checkbox"/> 8 - 10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$1 million <input type="checkbox"/> \$1 - \$3 million <input type="checkbox"/> \$3 - \$6 million <input type="checkbox"/> \$6 - \$10 million <input type="checkbox"/> Over \$10 million
Gender of Majority Owner			
<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Other			

Please copy page if you need to add more subcontractors.



#### ATTACHMENT 4 LINK TO UCP DIRECTORY OF CERTIFIED FIRMS

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The California UCP directory may be found at the following website: <https://californiaucp.dbesystem.com/>



## ATTACHMENT 5 OVERALL DBE THREE-YEAR GOAL METHODOLOGY

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The DBE Three-Year Goal Methodology is submitted as a separate document. The goal methodology document and public notice are published publicly on the Airport's website: <https://www.airportcivilrights.com/inyo-county-airports>.



**ATTACHMENT 6 DEMONSTRATION OF GOOD FAITH EFFORTS - FORMS 1, 2, and 3**

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The following, Form 1: Disadvantaged Business Enterprise (DBE) Utilization and Form 2: Letter of Intent, and 3: DBE Regular Dealer/Distributor Affirmation Form, are for purposes of assessing bidders’/offerors’ good faith efforts and are provided as part of the solicitation documents.

FORM 1:

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION FORM**

*The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner:*

- ☐ The bidder/offeror has met the DBE contract goal.  
The bidder/offeror is committed to a minimum of \_\_\_\_\_ % DBE utilization on this contract.
  
- ☐ The bidder/offeror has not met the DBE contract goal.  
The bidder/offeror is committed to a minimum of \_\_\_\_\_% DBE utilization on this contract and has submitted documentation demonstrating good faith efforts.

\_\_\_\_\_  
Legal name of bidder/offeror’s firm

Bidder/Offeror Representative:

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



FORM 2:

# LETTER OF INTENT FORM

*The authorized representative (AR) named below must be an individual vested with the authority to make contracting decisions on behalf of the firm. If the bidder/offeror does not receive the award of the prime contract, any and all representations in this Letter of Intent shall be null and void. Submit this form for each DBE subcontractor.*

Name of Bidder/Offeror's Firm	
Name & Title of Firm's AR	
Phone	Email

Name of DBE Firm		
Name & Title of DBE Firm's AR		
Phone	Email	
Address	City	State/ Zip

Work to be performed by DBE firm:

Description of Work	NAICS	Dollar Amount / % <sup>1</sup>	Manufacturer/Regular Dealer/Distributor/Broker <sup>2</sup>

<sup>1</sup> Percentage is to be used only in negotiated procurements  
<sup>2</sup> For DBE suppliers only, state how the DBE will perform. For dealer/distributor/broker, Form 3 must be included.



*The undersigned bidder/offeror is committed to utilizing the DBE firm named above for the work described above. The total expected dollar value of this work is \$ \_\_\_\_\_. The bidder/offeror understands that if it is awarded the contract/agreement resulting from this procurement, it must enter into a subcontract with the DBE firm identified above that is representative of the type and amount of work listed. The bidder/offeror understands that upon submitting this form with its bid/offer, it may not substitute or terminate the DBE listed above without following the procedures of 49 CFR Part 26, §26.53.*

\_\_\_\_\_

Signature of Bidder/Offeror's Authorized Representative

\_\_\_\_\_

Date

*The undersigned DBE affirms that it is ready, willing, and able to perform the amount and type of work described above and is properly certified to be counted for DBE participation.*

\_\_\_\_\_

Signature of DBE's Authorized Representative

\_\_\_\_\_

Date



# FORM 3: DBE REGULAR DEALER/DISTRIBUTOR AFFIRMATION FORM

Link to Form: <https://www.transportation.gov/sites/dot.gov/files/2024-04/DBE%20Regular%20Dealer-Distributor%20Affirmation%20Form-Pending%20OMB%20approval%2004-17-2024.pdf>

OMB Approval Pending 04/17/2024



U.S. Department of  
Transportation

## DBE Regular Dealer/Distributor Affirmation Form

Bidder Name:

Contract Name/Number:

Sections 26.53(c)(1) of Title 49 Code of Federal Regulations requires recipients to make a preliminary counting determination for each DBE listed as a regular dealer or distributor to assess its eligibility for 60 or 40 percent credit, respectively, of the cost of materials and supplies based on its demonstrated capacity and intent to perform as a regular dealer or distributor, as defined in section 26.55(e)(2)(v)(A),(B),(C), and (3) under the contract at issue. The regulation requires the recipient's preliminary determination to be made based on the DBE's written responses to relevant questions and its affirmation that its subsequent performance of a commercially useful function will be consistent with the preliminary counting of such participation. The U.S. Department of Transportation is providing this form as a tool for recipients, prime contractors, regular dealers, and distributors to use to carry out their respective responsibilities under this regulation. The form may be used by each DBE supplier whose participation is submitted by a bidder for regular dealer or distributor credit on a federally-assisted contract with a DBE participation goal. The form may also be used by prime contractors in connection with DBE regular dealer or distributor participation submitted after a contract has been awarded provided such participation is subject to the recipient's prior evaluation and approval. If this form is used, it should be accompanied by the bidder's commitment, contract, or purchase order showing the materials the DBE regular dealer or distributor is supplying. Use of this tool is not mandatory. If a recipient chooses a different method for complying with Section 26.53(c)(1), it must include that method in its DBE Program Plan.

**DISCLAIMER: This form has not yet received OMB/PRA approval and is subject to change. We are making it available for your voluntary use.**

DBE Name:

Authorized DBE Representative (Name and Title):

Total Subcontract/Purchase Order Amount:

NAICS Code(s) Related to the Items to be Sold/Leased:

1. Will all items sold or leased be provided from the on-hand inventory at your establishment? ☐ YES ☐ NO

(If "YES," you have indicated that your performance will satisfy the regular dealer requirements and may be counted at 60%. **STOP here. Read and sign the affirmation below.** If "NO" Continue.)

- a) Are you selling bulk items (e.g., petroleum products, steel, concrete, concrete products, sand, gravel, asphalt, etc.) or items not typically stocked due to their unique characteristics (aka specialty items)? ☐ YES ☐ NO (If "YES," Go to Question 2. If "NO" Continue.)

- b) Will at least 51% of the items you are selling be provided from the inventory maintained at your establishment, and will the minor quantities of items delivered from and by other sources be of the general character as those provided from your inventory?

☐ YES ☐ NO\* (If "YES," you have indicated that your performance will satisfy the regular dealer requirements and may be counted at 60%. **STOP here. Read and sign the affirmation below.**

\*If 1., 1.a), and 1. b) above are "NO," your performance on the whole will not satisfy the regular dealer requirements; therefore, only the value of items to be sold or leased from inventory can be counted at 60%. (Go to Question 3. to determine if the items delivered from and by other sources are eligible for Distributor credit.)

2. Will you deliver all bulk or specialty items using distribution equipment you own (or under a long-term lease) and operate? ☐ YES ☐ NO<sup>1</sup>

(If "YES," you have indicated that your performance will satisfy the requirements for a regular dealer of bulk items and may be counted at 60%. **STOP here. Read and sign the affirmation below.**)

<sup>1</sup> If "NO," your performance will not satisfy the requirements for a regular dealer of bulk items; the value of items to be sold or leased cannot be counted at 60%. (Go to Question 3.)

3. Will the written terms of your purchase order or bill of lading from a third party transfer responsibility, including risk for loss or damage, to your company at the point of origin (e.g. a manufacture's facility)? ☐ YES<sup>2</sup> ☐ NO<sup>3</sup>

- a) Will you be using sources other than the manufacturer (or other seller) to deliver or arrange delivery of the items sold or leased? ☐ YES<sup>2</sup> ☐ NO<sup>3</sup>

<sup>2</sup> If your responses to 3 and 3.a) are "YES," you have indicated that your performance will satisfy the requirements of a distributor; therefore, the value of items sold or leased may be counted at 40%.

<sup>3</sup> If you responded "NO" to either 3 or 3.a), counting of your participation is limited to the reasonable cost of fees or commissions charged, including transportation charges for the delivery of materials or supplies; the cost of materials or supplies may not be counted.

I affirm that the information that I provided above is true and correct and that my company's subsequent performance of a commercially useful function will be consistent with the above responses. I further affirm that my company will independently negotiate price, order specified quantities, and pay for the items listed in the bidder's commitment. This includes my company's responsibility for the quality of such items in terms of necessary repairs, exchanges, or processing of any warranty claims for damaged or defective materials.

Printed Name and Signature of DBE Owner/Authorized Representative:

The bidder acknowledges its responsibility for verifying the information provided by the DBE named above and ensuring that the counting of the DBE's participation is accurate. Any shortfall caused by errors in counting are the responsibility of the bidder.

Printed Name and Signature of Bidder's Authorized Representative:



## ATTACHMENT 7 ADMINISTRATIVE ENFORCEMENT MECHANISMS

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The Sponsor has available several remedies to enforce the DBE requirements contained in its contracts, including, but not limited to, the following:

1. Breach of contract action, pursuant to the terms of the contract.
  - Withholding of monthly progress payments;
  - Assessing sanctions;
  - Liquidated Damages; and/or
  - Disqualifying the Contractor from future bidding as non-responsible.
2. Breach of contract action, pursuant to the California State Code:

California (CA): Breach of contract actions are covered under the California Civil Code, particularly in sections 3300-3400.



## **ATTACHMENT 8 DBE CERTIFICATION APPLICATION FORM & PERSONAL NET WORTH STATEMENT**

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The DBE Certification Application Form and Personal Net Worth Statement can be found at the following link:

<https://www.transportation.gov/civil-rights/disadvantaged-business-enterprise/ready-apply>



## ATTACHMENT 9 STATE'S UCP AGREEMENT

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California's UCP Agreement can be found here: <https://dot.ca.gov/programs/civil-rights>



## ATTACHMENT 10 SMALL BUSINESS ELEMENT

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### Objective

Inyo County, California, (Sponsor), sponsor of the Bishop Airport (BIH), Independence Airport (207), Lone Pine/Death Valley Airport (O26), and Shoshone Airport (L61) has established a Race/ Gender Neutral Small Business Element (SBE) to provide for the structuring of contracting requirements and concession opportunities to facilitate competition by small business concerns, taking all reasonable steps to eliminate obstacles to their participation, including unnecessary and unjustified bundling of contract requirements that may preclude small business participation in procurements as prime contractors or subcontractors.

The SBE is designed to include all segments of the business community and is open to participation without regard to race, gender, color, sex, religion, national or ethnic origin, age, disability, or geographic location. The Element is designed to create a level playing field on which small businesses can compete fairly.

The Sponsor has established a Small Business Element in accordance with the regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 23 and Part 26.

### Strategy

To achieve the objective, the Sponsor will use a combination of strategies.

**Unbundling:** For contracts and agreements requiring a DBE or ACDBE goal, the Sponsor with assistance from the consulting engineer, will review bid documents to identify opportunities to unbundle projects. Unbundling projects entails separating large contracts into smaller contracts, making the contracting opportunity more suitable for small business participation. Examples of unbundling include but are not limited to separating site preparation from pavement work or separating food and beverage opportunities based on airport capacity. Work categories conducive to small business participation will be enumerated in the bid/solicitation documents using the form entitled, Fostering Small Business Participation – List Defining Work Categories Conducive to Small Business Participation, which is included with this SBE. Bidders will be encouraged to solicit small business participation for the enumerated work categories and any other work categories that the contractor deems appropriate for small business participation.

**Small Business Participation:** While there is no specific numerical goal assigned to small business participation, the prime contractor/concessionaire should make every effort to solicit small business concerns to participate as sub-contractors/concessionaries, service providers, suppliers, etc. The Sponsor encourages prime contractors to provide subcontracting opportunities to small businesses rather than self-performing all the work involved. The contract clause will encourage the participation of small businesses in the execution of the DOT-assisted contracts and concession procurement opportunities. The contract verbiage follows:

**Small Business Participation** – The Sponsor has established a Small Business Element in accordance with 49 CFR Part 26 to facilitate competition by small business concerns, taking all reasonable steps to eliminate obstacles to their participation and to create a level playing field on which small businesses can compete fairly. While there is no specific numerical goal assigned to small business participation, the prime contractor should make every effort to solicit small business concerns (as defined in 13 CFR Part 121) to participate as sub-contractors, service providers, suppliers, etc.



**Bid Procurement:** As noted above, the bid procurement documents will include the form entitled, Fostering Small

The Sponsor encourages prime contractors to research certified small businesses in market area by identifying work categories within the project conducive to small businesses on the Fostering Small Business Participation Form.

Lastly, the Sponsor will encourage and aid in facilitating small business and DBE/ACDBE certification. To actively and effectively increase small business participation, the Sponsor will refer small businesses to:

- The U.S. Small Business Administration and the SBA website [www.sba.gov](http://www.sba.gov) <https://certify.sba.gov/> for information regarding numerous certifications, contracting support, loans, counseling, etc.;
- The DBE/ACDBE certifying authority for the State of California <https://dot.ca.gov/programs/civil-rights/dbe> for those small businesses not, yet AC/DBE certified who might meet the eligible criteria; and
- The FAA website [www.faa.gov/airports/aip](http://www.faa.gov/airports/aip) for any questions they might have regarding the Airport Improvement Program.

### **Eligibility Requirements**

The Airport has reviewed the guidelines of §26.39 and developed the below eligibility requirements for participation in this Small Business Element. The requirements do not take into consideration race or gender when determining eligibility of participation. A business concern eligible to participate in this Small Business Element is a business entity which meets the following requirements:

- Is a business entity organized for profit with a place of business located in the United States, and which operates primarily within the United States or which makes a significant contribution to the U.S. economy through payment of taxes or use of American products, materials or labor,
- Is established in the legal form of an individual proprietorship, partnership, limited liability company, corporation, joint venture, association, trust or cooperative, except that where the form is a joint venture there can be no more than 49 percent participation by foreign business entities in the joint venture.
- And meets the size limits as defined in 13 CFR §121 (<https://www.ecfr.gov/current/title-13/chapter-I/part-121>) which corresponds to the applicable primary industry classifications (NAICS codes) when calculated in accordance with 13 CFR §121.104 and 13 CFR §121.106.
  - Noting that size limits include affiliate firms as defined in 13 CFR §121.103.

Or

- Is a business entity organized for profit with a place of business located in the United States, and which operates primarily within the United States, or which makes a significant contribution to the U.S. economy through payment of taxes or use of American products, materials or labor,
- Is established in the legal form of an individual proprietorship, partnership, limited liability company, corporation, joint venture, association, trust or cooperative, except that where the form is a joint venture there can be no more than 49 percent participation by foreign business entities in the joint venture.
- And meets the size limits as defined in 49 CFR §23.33, including affiliate firms (<https://www.ecfr.gov/current/title-13/chapter-I/part-121>) which corresponds to the applicable primary industry classifications (NAICS codes) when calculated in accordance with 13 CFR §121.104 averaged over the firm's previous five fiscal years.



- The following types of businesses have size standards that differ from the standard set forth in 49 CFR §23.33 and are eligible to participate in this SBE.
  - Banks and financial institutions: \$1 billion in assets;
  - Passenger car rental companies: \$75.23 million average annual gross receipts over the firm's previous five fiscal years;
  - Pay telephones: 1,500 employees; and
  - New car dealers: 350 employees.

Consistent with the above eligibility requirements, firms that are currently certified as one of the following automatically qualify to participate in this SBE.

- By a UCP as an ACDBE or DBE,
- By the U.S. Small Business Administration as one of the following:
  - Small Disadvantaged Business (SBD)
  - Women-Owned Small Business/Economically Disadvantaged Women-Owned Small Businesses (ED/WOSB)
  - Veteran-Owned Small Business/Service-Disabled Veteran-Owned Small Business (SD/VOSB)
  - 8(a) Small Business Development Program (8(a))
  - SBA Mentor-Protégé Program (SBA MP)
  - HUBZone Program (HUBZone)

For additional information pertaining to the Small Business Size Act and size regulations, visit the U.S. Small Business Administration website, [www.SBA.gov](http://www.SBA.gov).

### **Verification**

The Sponsor will diligently attempt to minimize fraud and abuse in the SBE of its DBE /ACDBE program by verifying program eligibility of firms. The verification will rely on information provided and verified by the Sponsor and not exclusively on local, state, and/or Minority and Women Business Enterprise Certifications, the Small Business Administration 8(a) certification, or other programs that include race, gender, and geographical considerations. The verification will meet the race-neutral requirements of §26.39 or §23.26. The certifications, meet the prescribed definitions for eligibility.



Jurisdiction	Certification	Link	Bid Submission Requirements
Federal	Disadvantaged Business Enterprise (DBE)	<a href="https://californiaucp.dbesystem.com/">https://californiaucp.dbesystem.com/</a>	Provide proof of certification from the certifying agency
Federal	Airport Concessionaire Disadvantaged Business Enterprise (ACDBE)	<a href="https://californiaucp.dbesystem.com/">https://californiaucp.dbesystem.com/</a>	
Federal	Women-Owned Small Business (WOSB) Economically Disadvantaged Women-Owned Small Businesses (EDWOSB)	<a href="https://www.sba.gov/federal-contracting/contracting-assistance-programs/women-owned-small-business-federal-contract-program">https://www.sba.gov/federal-contracting/contracting-assistance-programs/women-owned-small-business-federal-contract-program</a>	
Federal	Veteran-Owned Small Business (VOSB) Service-Disabled Veteran-Owned Small Businesses (SDVOCB)	<a href="https://www.sba.gov/federal-contracting/contracting-assistance-programs/veteran-contracting-assistance-programs">https://www.sba.gov/federal-contracting/contracting-assistance-programs/veteran-contracting-assistance-programs</a>	
Federal	HUBZone	<a href="https://www.sba.gov/federal-contracting/contracting-assistance-programs/hubzone-program">https://www.sba.gov/federal-contracting/contracting-assistance-programs/hubzone-program</a>	
Federal	Small Business Administration 8(a) Business	<a href="https://www.sba.gov/federal-contracting/contracting-assistance-programs/8a-business-development-program">https://www.sba.gov/federal-contracting/contracting-assistance-programs/8a-business-development-program</a>	

Businesses that are not certified under any of the programs listed above, but believe that their business qualifies as a small business in accordance with 13 CFR Part 121 or 49 CFR Part 23.33 are required to complete the Non-Certified Small Business Verification Form, which is included with this SBE. The Non-Certified Small Business Verification Form does not take into consideration race or gender in the determination of meeting the small business requirement. The Sponsor will review the Non-Certified Small Business Verification Form and provided tax returns, to make a determination if the business meets the Small Business requirements of eligibility as defined above. Firms will also be referred to the appropriate certifying agency to pursue certification.

### **Monitoring/Record Keeping**

The Sponsor will track and monitor participation by DBE/ACDBEs and other small businesses that result from the implementation of this SBE. Participation will be reported annually as part of the Uniform Report of DBE/ACDBE Participation.

The Sponsor will track and report participation by certified DBE/ACDBEs achieved through our Small Business Element, using the same reporting mechanisms implemented in our DBE/ACDBE program through 49 CFR Part §26.37/§23.29. These records will be retained in accordance with applicable record retention requirements for the recipient's financial assistance agreement or a minimum of three (3) years unless otherwise provided by applicable record retention requirements for the recipient's financial assistance agreement, whichever is longer.

For those small businesses that are not DBE/ACDBE certified, the Sponsor will track their participation using the form entitled Fostering Small Business Participation. This form will be compared to pay applications for construction projects or the Quarterly ACDBE Utilization Report for concessions.

### **Implementation**

The Sponsor will actively and immediately implement the SBE to foster small business participation. The Sponsor understands that doing so is a requirement of good faith implementation of the DBE/ACDBE Program.

The Sponsor designates the DBELO as the responsible person for overseeing and implementing the SBE.

### **Assurances**

- The Small Business Element is permitted under state law;



- Certified DBE/ACDBEs that meet the size criteria established under the element are presumptively eligible to participate in the element;
- There are no geographic preferences or limitations imposed on any contract/concession opportunities included in this small business element;
- There are no limits on the number of contract/concession opportunities awarded to firms participating in this element, but every effort will be made to avoid creating barriers to the use of new, emerging, or untried businesses;
- The Sponsor will take aggressive steps to encourage minority and women-owned firms eligible for DBE/ACDBE certification to become certified; and
- This element is open to small businesses regardless of their location. There is no local or other geographic preference as a part of this small business element.



# SBE FORM 1: FOSTERING SMALL BUSINESS PARTICIPATION – LIST DEFINING WORK CATEGORIES CONDUCTIVE TO SMALL BUSINESS PARTICIPATION

<b>Background 49 CFR §23.26 and §26.39</b>		
<p>The Sponsor has established a Small Business Element in accordance with 49 CFR Part 23 and 26 to facilitate competition by small business concerns, taking all reasonable steps to eliminate obstacles to their participation and to create a level playing field on which small businesses can compete fairly. While there is no specific numerical goal assigned to small business participation the prime contractor/concessionaire should make every effort to solicit small business concerns (as defined in 13 CFR Part 121 or 49 CFR Part 23.33).</p> <p>The Sponsor has identified the below work categories that are conducive to small business participation for the referenced project. As per the agreement, prime contracts are encouraged to solicit small business participation for the work items referenced below.</p>		
<b>Project Information</b>		
Project #:	Project Name/Description:	
<b>Identified Work Categories Conducive to Small Business</b>		
Work Category	NAICS Code	Estimated Total Cost of Work
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
<b>Signature of Consulting Engineer (if applicable)</b>		
Signature:	Company Name:	
Print Name:	Date:	
Title:		
<b>Signature of Sponsor's Representative</b>		
Signature:	Company Name:	
Print Name:	Date:	
Title:		



## SBE FORM 2: FOSTERING SMALL BUSINESS PARTICIPATION FORM

### Background 49 CFR §23.26 and §26.39

The Sponsor has established a Small Business Element in accordance with 49 CFR Part 23 and 26 to facilitate competition by small business concerns, taking all reasonable steps to eliminate obstacles to their participation and to create a level playing field on which small businesses can compete fairly. While there is no specific numerical goal assigned to small business participation the prime contractor/concessionaire should make every effort to solicit small business concerns (as defined in 13 CFR Part 121 or 49 CFR Part 23.33) to participate as sub-contractors/sub-concessionaries, service providers, suppliers, etc.

The Sponsor encourages small business participation, including AC/DBE certified firms and SBA certified Small Disadvantaged Business (SDB), Women-Owned Small Business/Economically Disadvantaged Women-Owned Small Businesses (ED/WOSB), Veteran-Owned Small Business/Service-Disabled Veteran-Owned Small Business (SD/VOSB), 8(a) Small Business Development Program (8(a)), SBA Mentor-Protégé Program (SBA MP), and HUBZone Program (HUBZone).

AC/DBE certified firms can be located through the State's UCP website and SBA certified firms can be located through the Small Business Search Tool (<https://beta-search.certify.sba.gov/advanced>).

### Prime Information

Firm Name: \_\_\_\_\_  
 Firm Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_ Email Address: \_\_\_\_\_ Phone: \_\_\_\_\_

### Small Business Firms to be Utilized

Firm Name: \_\_\_\_\_  
 Firm Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_ Email Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Is the firm currently certified? If yes, check the appropriate box(es) and provide proof of certification. If no, complete the non-certified small business verification form.

☐ AC/DBE ☐ SDB ☐ ED/WOSB ☐ SD/VOSB ☐ 8(a) ☐ SBA MP ☐ HUBZone ☐ No, Verification Form Attached

NAICS Code	Description of Work to be Performed	Estimated Total Cost of Work
		\$ -
		\$ -
		\$ -
		\$ -
Total Amount		\$ -

Firm Name: \_\_\_\_\_  
 Firm Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_ Email Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Is the firm currently certified? If yes, check the appropriate box(es) and provide proof of certification. If no, complete the non-certified small business verification form.

☐ AC/DBE ☐ SDB ☐ ED/WOSB ☐ SD/VOSB ☐ 8(a) ☐ SBA MP ☐ HUBZone ☐ No, Verification Form Attached

NAICS Code	Description of Work to be Performed	Estimated Total Cost of Work
		\$ -
		\$ -
		\$ -
		\$ -
Total Amount		\$ -

Firm Name: \_\_\_\_\_  
 Firm Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_ Email Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Is the firm currently certified? If yes, check the appropriate box(es) and provide proof of certification. If no, complete the non-certified small business verification form.

☐ AC/DBE ☐ SDB ☐ ED/WOSB ☐ SD/VOSB ☐ 8(a) ☐ SBA MP ☐ HUBZone ☐ No, Verification Form Attached

NAICS Code	Description of Work to be Performed	Estimated Total Cost of Work
		\$ -
		\$ -
		\$ -
		\$ -
Total Amount		\$ -

### Prime Signature

Signature: \_\_\_\_\_ Company Name: \_\_\_\_\_  
 Print Name: \_\_\_\_\_ Date: \_\_\_\_\_  
 Title: \_\_\_\_\_

### Reviewer Certification (For use by Sponsor Only)

Signature: \_\_\_\_\_ Company Name: \_\_\_\_\_  
 Print Name: \_\_\_\_\_ Date: \_\_\_\_\_  
 Title: \_\_\_\_\_



# SBE FORM 3: **NON-CERTIFIED SMALL BUSINESS VERIFICATION FORM**

<b>Background 49 CFR §23.26 AND §26.39</b>			
Firms seeking to participate under the Sponsor's Small Business Element who are not certified under one of the pre-qualified certifications listed on the Fostering Small Business Participation Form but believe their firm meets the small business requirements per 13 CFR Part 121 or 49 CFR 23.33 should complete the attached form and provide the requested documentation. Firms meeting the requirements as verified by the Sponsor are eligible to participate in the Small Business Participation Plan.			
<b>Firm Information</b>			
Firm Name: _____		City: _____ State: _____ Zip Code: _____	
Firm Address: _____		Email Address: _____ Phone: _____	
Contact Name: _____			
<b>Business Profile</b>			
Describe the primary activities of your firm:		Associated NAICS Codes:	
<b>Number of Employees</b>			
Full-time: _____		Part-time: _____ Total: _____	
<b>Gross Receipts of Firm</b>			
Gross Receipts of Firm for the last 5 years:  Attach tax returns for the last five years.	Year: _____	Total Receipts:	\$ _____ -
	Year: _____	Total Receipts:	\$ _____ -
	Year: _____	Total Receipts:	\$ _____ -
	Year: _____	Total Receipts:	\$ _____ -
	Year: _____	Total Receipts:	\$ _____ -
		Average Receipts:	\$ _____ -
<b>Gross Receipts for all Affiliates*</b>			
Gross Receipts of Affiliates for the last 5 years:  Affiliates are defined in accordance with the Small Business Administration (SBA) definition.  Attach tax returns for all affiliate firms for the last five years.	Year: _____	Total Receipts:	\$ _____ -
	Year: _____	Total Receipts:	\$ _____ -
	Year: _____	Total Receipts:	\$ _____ -
	Year: _____	Total Receipts:	\$ _____ -
	Year: _____	Total Receipts:	\$ _____ -
		Average Receipts:	\$ _____ -
<b>Firm Signature</b>			
The firm attests that the presented information is accurate and correct.			
Signature: _____		Company Name: _____	
Print Name: _____		Date: _____	
Title: _____			
<b>Reviewer Certification (For use by Sponsor Only)</b>			
The above presented information and attachments have been reviewed and it is concluded that:		<input type="checkbox"/> Meets the requirements of a Small Business <input type="checkbox"/> Does not meet the requirements of a Small Business	
Signature: _____		Employer: _____	
Print Name: _____		Date: _____	
Title: _____			

**End of Document**





# INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS

ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

January 7, 2025

Reference ID:  
2024-994

### Lone Pine Sidewalks Notice of Completion Public Works ACTION REQUIRED

#### ITEM SUBMITTED BY

Travis Dean, Engineering Assistant

#### ITEM PRESENTED BY

Michael Errante, Public Works Director

#### RECOMMENDED ACTION:

Approve Resolution No. 2025-01, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California Authorizing the Recording of a Notice of Completion for the Lone Pine Sidewalk Construction and ADA Improvement Project," and authorize the Chairperson to sign.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

Spieß Construction, Inc. recently completed work on the Lone Pine Sidewalk Construction and ADA Improvement Project. On August 2, 2024, the final inspection was performed and the work was determined to be complete to the satisfaction of the Public Works Director.

Accordingly, the Director is requesting that the Board adopt the attached Resolution, which accepts the completed work and authorizes the Public Works Director to record a Notice of Completion for the project.

In addition to formally accepting the work, the Notice of Completion begins the period during which stop notices may be placed against the work. In the event that no stop notices are filed, the retention must be returned to the Contractor.

#### FISCAL IMPACT:

Funding Source	State ATP Funds and STIP Funds	Budget Unit	034601
Budgeted?	Yes	Object Code	5708
Recurrence	One-Time Expenditure	Sole Source?	No

If Sole Source, provide justification below

#### Current Fiscal Year Impact

N/A

#### Future Fiscal Year Impacts

N/A

#### Additional Information



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

The Board could choose not to approve this Resolution. Consequently, the project would not be formally accepted and the Notice of Completion could not be filed. Choosing not to approve the Resolution is not recommended because it will extend the period during which Stop Notices can be filed and will delay return of retention to the Contractor.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

Auditor  
County Counsel

**STRATEGIC PLAN ALIGNMENT:**

**Thriving Communities** | Community Revitalization Through Effective Planning  
**Thriving Communities** | Community Supporting Infrastructure Improvements  
**Thriving Communities** | Enhanced Transportation Services

**APPROVALS:**

Travis Dean	Created/Initiated - 12/19/2024
Darcy Ellis	Approved - 12/19/2024
Travis Dean	Approved - 12/19/2024
Breanne Nelums	Approved - 12/19/2024
Grace Weitz	Approved - 12/20/2024
John Vallejo	Approved - 12/20/2024
Amy Shepherd	Approved - 12/30/2024
Michael Errante	Approved - 12/30/2024
Nate Greenberg	Final Approval - 12/30/2024

**ATTACHMENTS:**

1. Notice of Completion and Resolution



**RESOLUTION #2025 -**

**A RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE  
COUNTY OF INYO, STATE OF CALIFORNIA  
AUTHORIZING THE RECORDING OF A NOTICE OF COMPLETION  
FOR THE  
LONE PINE SIDEWALK CONSTRUCTION AND ADA IMPROVEMENT PROJECT**

**WHEREAS**, Michael Errante, Director of the Public Works Department of the County of Inyo, has determined that the Lone Pine Sidewalk Construction and ADA Improvement Project has been completed by Spiess Construction Co. Inc., of Santa Maria, CA, in accordance with the Project Plans and Specifications.

**NOW, THEREFORE, BE IT RESOLVED**, that the Director of Public Works is hereby authorized and directed to sign and file with the County Recorder a separate Notice of Completion pertaining to the Lone Pine Sidewalk Construction and ADA Improvement Project.

Passed, approved and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
Chairperson, Board of Supervisors

**ATTEST:**

Darcy Ellis, Clerk

by \_\_\_\_\_  
Assistant Clerk of the Board



## VERIFICATION

STATE OF CALIFORNIA     )  
  ) SS.  
COUNTY OF INYO         )

I, Michael Errante, hereby declare: That I am the Director of Public Works for the County of Inyo, a political subdivision of the State of California, the public entity on behalf of which I executed the foregoing NOTICE OF COMPLETION for the Lone Pine Sidewalk Construction and ADA Improvement Project, and which entity is the owner of the aforesaid interest or estate in the property therein described; that I am authorized by the public entity to execute this NOTICE on the entity's behalf; that I am authorized to and hereby make this verification on behalf of the public entity; and that I have read said NOTICE and know the contents thereof. I declare under penalty of perjury under the laws of the State of California that the NOTICE and the information set forth therein are true and correct.

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

\_\_\_\_\_  
Michael Errante





# INYO COUNTY BOARD OF SUPERVISORS

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NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS

ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

January 7, 2025

Reference ID:  
2024-997

### 2025 Board of Supervisors Committee Assignments

#### County Administrator

ACTION REQUIRED

#### ITEM SUBMITTED BY

Board of Supervisors

#### ITEM PRESENTED BY

Supervisor Marcellin

#### RECOMMENDED ACTION:

Approve the 2024 Board of Supervisors committee assignments as recommended by the Chairperson.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

Each year the newly elected Chairperson makes recommendations for Board of Supervisors appointments to the various boards, committees, and commissions upon which the Board of Supervisors has representation. The requirement for County Supervisor representation on the various boards, committees, and commissions comes from a variety of sources, including but not limited to State law, County law, and/or Inyo County Board of Supervisors order.

At this time your Board is asked to make the necessary appointments as recommended by 2025 Chairperson Scott Marcellin.

The proposed 2025 committee assignments are attached.

#### FISCAL IMPACT:

There are no fiscal impacts associated with this item.

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

The Board may approve the assignments as recommended, or advocate for/recommend changes.

#### OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

#### STRATEGIC PLAN ALIGNMENT:

Not Applicable

#### APPROVALS:

Nate Greenberg

Darcy Ellis

Nate Greenberg

Created/Initiated - 12/30/2024

Approved - 12/30/2024

Final Approval - 12/30/2024



**ATTACHMENTS:**

1. 2025 Recommended Appointment List



2024 BOARD APPOINTMENTS to COMMITTEES for ACTIVE and AD HOC COMMITTEES ONLY		
Approved by the Board of Supervisors on 01.16.24 unless noted otherwise		
Board/Committee/Commission	Position(s)	Appointments
Agricultural Resources Advisory Board	1 member 1 alternate	Jennifer Roeser – member Scott Marcellin – alternate
Aviation Advisory Committee - Northern	2 members	Jennifer Roeser – member Scott Marcellin – member
Aviation Advisory Committee - Southern	2 members	<del>Matt Kingsley – member</del> will Jennifer Roeser – member
Behavioral Health Advisory Board	1 member 1 alternate	Trina Orrill – member <del>Scott Marcellin</del> – alternate will
BLM Resource Steering Committee	1 member	Jennifer Roeser – member
Bishop Rural/Rural Fire Protection Ad Hoc Committee	2 members	Scott Marcellin – member Nate Greenberg – member
California State Association of Counties (CSAC)	1 member 1 alternate	Trina Orrill – member Jeff Griffiths – alternate (Appointments made by Board Order 11.07.23)
Child Care Planning Council	1 member	Trina Orrill – member
Child Support Services Regional Oversight Committee	1 member plus CAO	Jennifer Roeser – member
Children and Families Commission – First 5	1 member 1 alternate (created by Board Order 12-19-17)	Trina Orrill – member <del>Jeff Griffiths – alternate</del> will
City of Bishop Liaison Committee	2 members 1 alternate plus CAO	Jeff Griffiths – member Scott Marcellin – member Trina Orrill – alternate
County Service Area #2 (Bishop Creek Sewer) Advisory Board	1 member	Jennifer Roeser – member
Eastern Sierra Area Agency on Aging Advisory Council	1 member	Trina Orrill – member
Eastern Sierra Council of Governments (ESCOG)	2 members 2 alternates	Trina Orrill – member Jeff Griffiths – member Jennifer Roeser – alternate Scott Marcellin – alternate
Eastern Sierra Transit Authority (ESTA)*	2 members (cannot serve simultaneously on LTC)	Jeff Griffiths – member Trina Orrill – member
Eastern Sierra InterAgency Visitor Center Board of Directors	1 member 1 alternate (created by Board Order 2-21-17)	<del>Matt Kingsley – member</del> will Jennifer Roeser – alternate
Eastern Sierra Subregional Committee – Sierra Nevada Conservancy	1 member (rotated among Inyo, Mono & Alpine every two years)	Inyo appointee: <del>Jeff Griffiths</del> JEN
Emergency Medical Care Committee	1 member	<del>Jennifer Roeser – member</del> JEN
Environmental Services JPA	1 member 1 alternate	<del>Matt Kingsley – member</del> will Cap Aubrey – alternate (Appointments made by Board Order 11.07.23)
Foster Care Commission	1 member	Jeff Griffiths – member
Financial Advisory Committee	2 members	Scott Marcellin – member Trina Orrill – member
Great Basin Unified Air Pollution Control District *	2 members 1 alternate	<del>Matt Kingsley – member</del> Scott <del>Jennifer Roeser – member</del> JEN <del>Scott Marcellin – alternate</del> will
Inyo-Mono Advocates for Community Action	1 member	Jeff Griffiths – member (appointment made by IMACA)
Indian Gaming Local Community Benefit Committee	2 members	Scott Marcellin – member <del>Matt Kingsley – member</del> will
Indian Wells Valley Groundwater Authority Board (added by Board Order 07-26-16)	1 member 1 alternate	<del>Matt Kingsley – member</del> TRINA John Vallejo – alternate
Integrated Solid Waste Management Task Force	1 member	Scott Marcellin – member
Integrated Solid Waste Management Hearing Panel	1 member	Scott Marcellin – member
InterAgency Committee on Owens Valley Land & Wildlife	1 member	Jennifer Roeser – member
Inyo Fish & Wildlife Commission	1 member	Jennifer Roeser – member
Juvenile Justice Coordinating Committee (2000)	1 member	Jeff Griffiths – member
Law Library Board of Trustees	1 member	Trina Orrill – member
Local Agency Formation Commission (LAFCo)*	2 members 1 alternate	Scott Marcellin – member Jeff Griffiths – member Trina Orrill – alternate
Local Transportation Commission (LTC)	2 members (cannot serve simultaneously on ESTA Board)	Scott Marcellin – member Jennifer Roeser – member <del>Matt Kingsley</del> – alternate will
National Association of Counties (NACo)	1 member 1 alternate	<del>Jennifer Roeser – member</del> TRINA <del>Scott Marcellin</del> – alternate JEN
Owens Valley Groundwater Authority (added 08-01-17)	1 member 1 alternate	Scott Marcellin – member Trina Orrill – alternate
Random Access Network Board (R.A.N.)	1 member	Scott Marcellin – member
Rural Counties Representatives of California (RCRC)	1 member 1 alternate (also serve as reps for Golden State Finance Authority Board, Golden State Connect Authority)	<del>Matt Kingsley</del> – member JEN Scott Marcellin – alternate
Standing Committee	2 members 1 alternate	<del>Matt Kingsley</del> – member Scott Jeff Griffiths – member <del>Jennifer Roeser</del> – alternate TRINA
Tribal Consultation Committees	Bishop Paiute Tribe – Scott Marcellin, Jeff Griffiths Big Pine Paiute Tribe – Trina Orrill, Jennifer Roeser Fort Independence Tribe – <del>Matt Kingsley</del> , Jennifer Roeser Lone Pine Paiute Shoshone Reservation – <del>Matt Kingsley</del> , Jennifer Roeser Timbisha Shoshone Tribe – <del>Matt Kingsley</del> , Jeff Griffiths	
Yucca Mountain Program Representatives	2 members	<del>Matt Kingsley</del> – member Trina Orrill – member
Western Counties Alliance Board of Directors	1 member	Jennifer Roeser – member

\*denotes committee assignment requiring filing of Form 806 (reporting of paid appointed positions)

Talk to Nate  
About Removing This One.





# INYO COUNTY BOARD OF SUPERVISORS

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NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS

ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

January 7, 2025

Reference ID:  
2024-992

### Diaz Lake Welcoming and Beautification Project Bid Package and Presentation Public Works - Parks & Recreation ACTION REQUIRED

#### ITEM SUBMITTED BY

Jorge Briceno, Parks & Recreation Manager

#### ITEM PRESENTED BY

Jorge Briceno, Parks & Recreation Manager

#### RECOMMENDED ACTION:

- A) Award the contract for the Diaz Lake Welcoming and Beautification Project to Great Western Recreation (Playcore Wisconsin) of Logan, Utah as the successful bidder;
- B) Approve the construction contract between the County of Inyo and Great Western Recreation of Logan, Utah in the amount of \$714,667.62 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:

The Diaz Lake Welcoming and Beautification Project is funded by a grant from Caltrans that is part of their Clean California Local Grant Program. The main focus of the Clean California Grant Program is to improve public spaces that are used for recreation for the purposes of enhancing public health, cultural connections, and community placemaking. The grant was received by Inyo County in February 2024 for a total of \$1,475,000. The lump sum of these funds will be used to enhance a variety of infrastructure and amenities at Diaz Lake that will transform the recreation experience when visiting the campground.

The plans and specifications for the bid package were signed and approved by the Board of Supervisors and the Public Works Director on September 10, 2024. This bid package is for the project of replacing the old playground and woodchips with an updated playground and several new additions. The proposed new additions are Americans with Disabilities Act (ADA) accessible picnic areas with shade and barbecue grills, a new ADA parking area, a volleyball court with washed sand, water fountains, and a dog park.

The bid package was advertised in *The Inyo Register* on September 17, 2024 and September 24, 2024. The bid package was also advertised on the Kern County Builders Exchange and other state builders exchange websites. The Parks team also reached out to several reputable playground companies to inform them of the project.



Great Western Recreation was selected by Parks because of its outstanding warranty that met and exceeded all requirements, price, and value. The lowest bid was not selected because those bids did not provide the recreation experience that was desired for Diaz Lake. The focus for the playground was to have multiple freestanding play structures that are unique, relevant to the types of recreation enjoyed in the Eastern Sierra, durable, and cost-effective to maintain/replace.

Each bidder/contractor submitted two design options as requested in the bid package documents by the Parks and Recreation Manager. This allowed the Parks team to select a playground based on the criteria of design and how it fits in with the recreation opportunities available in Inyo County.

Please review the attached document "**Final Scoring Sheet**" to review scoring methods and criteria. Winning bid is from Great Western Recreation at a total of \$714,667.62.

<b>Bid Tabulation Table</b>		
<b><u>Bidder Name</u></b>	<b><u>Bid #1</u></b>	<b><u>Bid #2</u></b>
<b>Great Western Recreation</b>	\$579,798.52	<b>\$714,667.62</b>
Playground Boss LLC	\$939,075.00	\$714,296.00
Zoom Recreation	\$833,014.72	\$1,014,995.68

A notice of exemption regarding this project was filed with the State Clearinghouse on September 19, 2024, which declared the project to be categorically exempt from CEQA pursuant to 14 CCR sections 15302, 15303, and 15304.

#### **FISCAL IMPACT:**

<b>Funding Source</b>	Grant Funded - Caltrans Clean CA Local Grant Program	<b>Budget Unit</b>	670102
<b>Budgeted?</b>	Yes	<b>Object Code</b>	5700
<b>Recurrence</b>	On-going expenditure through contract completion	<b>Sole Source?</b>	No

**If Sole Source, provide justification below**

<b>Current Fiscal Year Impact</b>
Up to \$1,475,000 from the Clean CA Grant for the period between January 7, 2025 and June 30, 2025
<b>Future Fiscal Year Impacts</b>
Unknown and would only occur if the project isn't completed by the end of June 2025
<b>Additional Information</b>

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

The Board may choose to not approve the selected bid package as recommended, or direct staff to attempt to renegotiate the terms within it. This is not recommended as staff has spent considerable time to arrive at the negotiated agreement. Additionally, doing so would delay the project timeline.

#### **OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.



## **STRATEGIC PLAN ALIGNMENT:**

**Thriving Communities** | Quality Parks and Recreation Amenities

## **APPROVALS:**

Jorge Briceno	Created/Initiated - 12/18/2024
Darcy Ellis	Approved - 12/18/2024
Jorge Briceno	Approved - 12/18/2024
Keri Oney	Approved - 12/19/2024
Cap Aubrey	Approved - 12/19/2024
Breanne Nelums	Approved - 12/23/2024
Grace Weitz	Approved - 12/27/2024
John Vallejo	Approved - 12/30/2024
Amy Shepherd	Approved - 12/30/2024
Michael Errante	Approved - 12/30/2024
Nate Greenberg	Final Approval - 12/30/2024

## **ATTACHMENTS:**

1. Playcore Wisconsin Inc., c/o Great Western Recreation Contract
2. Final Scoring Sheet - Diaz Lake



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

Playcore Wisconsin, Inc. dba GameTime c/o Great Western Recreation, **CONTRACTOR**

**for the**

Diaz Lake Welcoming and Beautification **PROJECT**

THIS CONTRACT is awarded by the COUNTY OF INYO to CONTRACTOR on and made and entered into effective, January 7th, 20 25, by and between the COUNTY OF INYO, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and Playcore Wisconsin, Inc. dba GameTime c/o Great Western Recreation (hereinafter referred to as "CONTRACTOR"), for the construction or removal of Diaz Lake Welcoming and Beautification (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:** Diaz Lake Welcoming and Beautification **PROJECT**

**2. TIME OF COMPLETION.** Project work shall begin within 45 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:  
Seven hundred fourteen thousand six hundred sixty seven dollars and sixty two cents dollars (\$ 714,667.62 ), 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

Diaz Lake Welcoming and Beautification Project

Construction Contract – No. 147

Page 1 of 6

110822



- ✓ 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: Daniel Briceño, Parks & Recreation Manager  
168 N. Edwards  
P.O. Drawer Q  
Independence, CA 93526

**If to Contractor:** Playcore Wisconsin, Inc. dba GameTime c/o Great Western Recreation  
975 S. State Hwy 89  
Logan, Utah 84321

**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.

---o0o---

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: \_\_\_\_\_

Title: \_\_\_\_\_

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

**CONTRACTOR**

Playcore Wisconsin, Inc. dba GameTime c/o Great Western Recreation


By: 

Name: Clint Whiteside


Title: Director of Sales

Dated: Dec 17, 2024

APPROVED AS TO FORM AND LEGALITY:

  
Grace Weitz (Dec 3, 2024 15:44 PST)  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

  
Christie Martindale (Dec 3, 2024 16:23 PST)  
County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:

  
County Risk Manager



**AGREEMENT BETWEEN THE COUNTY OF INYO AND**

Playcore Wisconsin, Inc. dba GameTime c/o Great Western Recreation, **CONTRACTOR**

**FOR THE** Diaz Lake Welcoming and Beautification **PROJECT**

**INSURANCE PROVISIONS**

**See Insurance Provisions Attached On Next Page**



## **Attachment: 2024 Insurance Requirements for BUILDING CONTRACTORS – DIAZ IMPROVEMENTS**

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 products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 00 01 covering any auto (Code 1), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of California, with **Statutory Limits**, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Builder’s Risk** (Course of Construction) insurance utilizing an “All Risk” (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
5. **Surety Bonds** as described below. See also the bid package for details.
6. **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.
7. **Contractor’s Pollution Legal Liability** and/or Asbestos Legal Liability (if project involves environmental hazards / next to a waterway) with limits no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate.

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

**Self-Insured Retentions:** Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds **\$25,000** unless approved in writing by Inyo County. Any and all deductibles and SIRs shall be the sole responsibility of 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.



## **Attachment: 2024 Insurance Requirements for BUILDING CONTRACTORS – DIAZ IMPROVEMENTS**

### **OTHER INSURANCE PROVISIONS**

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

***Additional Insured Status:*** Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

***Primary Coverage:*** For any claims related to this contract, the **Contractor's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

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

***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 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,



## **Attachment: 2024 Insurance Requirements for BUILDING CONTRACTORS – DIAZ IMPROVEMENTS**

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.

**Subcontractors:** Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Contractor shall ensure Inyo County is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

**Duration of Coverage:** CGL 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 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.



**FAITHFUL PERFORMANCE BOND**  
(100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_

\_\_\_\_\_ as Principal, hereinafter "Contractor,"

(Name of Contractor)

and \_\_\_\_\_

(Name of Corporate Surety)

as Corporate Surety, hereinafter called Surety, are held and firmly bound unto the County of Inyo as Oblige, hereinafter called County, in the amount of \_\_\_\_\_

Seven hundred fourteen thousand six hundred sixty seven dollars and sixty two cents dollars (\$ 714,667.62 ), 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 January 7th, 20 25, entered into an Contract with the County for the Construction of the Diaz Lake Welcoming and Beautification **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.



As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of 90 (ninety) days after the acceptance of the work by County, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the County from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the County's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

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.

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Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

(SEAL)

\_\_\_\_\_  
(Name of Corporate Surety)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title of Authorized Person)

\_\_\_\_\_  
(Address for Notices to be Sent)

(SEAL)

\_\_\_\_\_  
(Name of Contractor)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title of Authorized Person)

\_\_\_\_\_  
(Address for Notices to be Sent)



**NOTE: THE SIGNATURES OF THE CONTRACTOR AND THE SURETY MUST EACH BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC (OR OTHER OFFICER AUTHORIZED UNDER CALIFORNIA LAW) AND THE ACKNOWLEDGMENTS MUST BE ATTACHED TO THIS BOND.**

The Faithful Performance Bond must be executed by a corporate surety on this form. No substitutions will be accepted. If an attorney-in-fact signs for the surety, an acknowledged statement from the surety appointing and empowering the attorney-in-fact to execute such bonds in such amounts on behalf of the surety must accompany the Faithful Performance Bond.

**ADDRESS OF COUNTY FOR NOTICES TO BE SENT:**

County of Inyo  
224 North Edwards Street  
P.O. Box N  
Independence, California 93526



**LABOR AND MATERIALS PAYMENT BOND**  
(100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_  
(Name of Contractor)  
\_\_\_\_\_ as Principal, hereinafter "CONTRACTOR,"

and \_\_\_\_\_  
(Name of Corporate Surety)

as Corporate Surety, hereinafter called SURETY, are held and firmly bound unto the County of Inyo as Obligee, hereinafter called COUNTY, for the use and benefit of claimants as hereinafter defined in the amount of Seven hundred fourteen thousand six hundred sixty seven dollars and sixty two cents dollars (\$ 714,667.62), 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 January 7th, 20 25, entered into an Contract with the County for the construction of the Diaz Lake Welcoming and Beautification 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 are 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 \_\_\_\_.

(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:**

County of Inyo  
224 North Edwards Street  
P.O. Box N  
Independence, California 93526



## Final Scoring Sheet – Diaz Lake Welcoming and Beautification Project

### Inyo County Parks and Recreation

October 14, 2024

Scoring Table – Final Scores & Lump Sum Costs

	Cost	Design (Score*3)	Warranty (Score*3)	Weighted Score	Lump Sum Cost (\$)
<b>Vendor 1</b> (Best Score of 2)  <b>Playground Boss</b> <i>Alternate Bid</i>	3	9	9	<b>21</b>	\$714,296.00
<b>Vendor 2</b> (Best Score of 2)  <b>Great Western Recreation</b> <i>Proposal 2</i>	4	15	12	<b>31</b>	\$714,667.62
<b>Vendor 3</b> (Best Score of 2)  <b>Zoom Recreation</b> <i>Option 1</i>	3	12	9	<b>24</b>	\$833,014.72

A total of three (3) different contractors turned in bid packages for the Diaz Lake Welcoming and Beautification Project. Each contractor turned in two (2) bid packages with different designs for the playground at Diaz Lake, totaling 6 different designs that were received. Each bid package was scored separately based on the following criteria: **Cost, Design, and Warranty**. Each criteria was scored on a scale of 1-5, with 2 weighted categories; Design and Warranty. The bid package documents and addenda specified playground design and minimum warranty requirements to more easily score each bid package. Cost was scored based on lowest price and value of products.

Vendor 2 (Great Western Recreation) is scored the highest due to it's low-cost relative to other bids, great playground design that followed our Scope of Work and addenda, and because of it's warranties on plastics, moving parts, shade products, and Pour In Place safety surfacing. Great Western Recreation designed a playground that followed our specifications of installing free-standing features geared towards children ages 5-12 and a playset geared towards children ages 2-5. Great Western Recreation also provides the best warranty for any products with moving parts when compared to the other 2 playground contractors. **Inyo County Parks and Recreation would like to award the winning bid package to Great Western Recreation – Proposal 2.**



Scoring Sheet 1 – Diaz Lake Welcoming and Beautification Project

October 8, 2024

Prioritization Criteria	Weighted Score	Vendor 1 – Bid 1 Play Ground Boss	Score	Vendor 1 – Bid 2 Play Ground Boss	Score
Experience	2	/	/	/	/
Cost	1	939,075 To much reduction To much cost	2	714,296 reducing to much cost	3
Design (Related to Scope)	3	15 steel 10 fabric	3	1 hardware 15 year steel 10 year fabric	3
Warranty	3	1 hardware 15 steel 10 fabric 7 rubber PIP	3	1 hardware 15 year steel 10 year fabric 7 year PIP	3

Reviewed By: CHRIS COX

$$= 2 + 9 + 9 \\ = 20$$

Date: 10-8-24

$$= 3 + 9 + 9 \\ = 21$$

Signature: X Chris Cox

Scoring Sheet 2 – Diaz Lake Welcoming and Beautification Project

October 8, 2024

Prioritization Criteria	Weighted Score	Vendor 2 – Bid 1 Great Western	Score	Vendor 2 – Bid 2 Great Western	Score
Experience	2	/	/	/	/
Cost	1	574,798.52	3	714,667.62	4
Design (Related to Scope)	3	5-post play areas still orientation diverse climbing features no net climbing play set natural	3	Separate play areas skill oriented progressive climbing features well balanced	5
Warranty	3		4		4

Reviewed By: Chris Cox

$$= 3 + 9 + 12 \\ = 24$$

Date: 10-8-24

$$= 4 + 15 + 12 \\ = 31$$

Signature: X Chris Cox



Scoring Sheet 3 – Diaz Lake Welcoming and Beautification Project

October 8, 2024

Prioritization Criteria	Weighted Score	Vendor 3 – Bid 1 <i>Zoom</i>	Score	Vendor 3 – Bid 2 <i>Zoom</i>	Score
Experience	2	/	/	/	/
Cost	1	833,014.72	3	1,014,995.68	2
Design (Related to Scope)	3	good layout no playground parts 15 steel	2	nice art work too much space not needed climbing systems 15/20 steel	3
Warranty	3	10 shade 5 net 1 moving parts	3	10 shade 5 nets 1 moving part cables	3

Reviewed By: CHRIS UX

Date: 10-8-24

Signature: X Chulex

$= 3+9+9$   
 $= 21$

$= 2+9+9$   
 $= 20$

Scoring Sheet 1 – Diaz Lake Welcoming and Beautification Project

October 8, 2024

Prioritization Criteria	Weighted Score	Vendor 1 – Bid 1 <i>Playground Boss</i>	Score (1-5) Low - high	Vendor 1 – Bid 2 <i>Playground Boss</i>	Score (1-5)
Experience	2	/	/	/	/
Cost	1	\$939,075.00	2	\$714,296.00	3
Design (Related to Scope)	3	No creative play areas. Focused heavy on redundant climbing features	3	redundant climbing features cluttered lots of moving parts	3
Warranty & Certifications	3	15 steel 10 fabric & shade All certifications present 7 yrs PTP 14yr moving parts	3	~	3

Reviewed By: Daniel Briceño

Date: 10/8/2024

Signature: X tojepr

$= 2+9+9$   
 $= 20$

$= 3+9+9$   
 $= 21$



Scoring Sheet 2 – Diaz Lake Welcoming and Beautification Project

October 8, 2024

Prioritization Criteria	Weighted Score	Vendor 2 – Bid 1 Great Western Rec	Score	Vendor 2 – Bid 2 Great Western Rec	Score
Experience	2				
Cost	1	\$579,798.52	3	\$714,667.62	4
Design (Related to Scope)	3	- No nets - few climbing - focused on playset - play areas not delineated	3	- Natural climbing - creative play areas - spaced out - diverse climbing features	5
Warranty	3	- 5yr cables/moving parts - 15 steel - 5 yr PTP - 10 shade	4	- 5 yr moving parts - 5 yr PTP - 15 steel - 10 shade	4

Reviewed By: Daniel Briceño

Date: 10/8/2024

Signature: X [Signature]

$= 3 + 9 + 12 = 24$   $= 4 + 15 + 12 = 31$

Scoring Sheet 3 – Diaz Lake Welcoming and Beautification Project

October 8, 2024

Prioritization Criteria	Weighted Score	Vendor 3 – Bid 1 Zoom Recreation	Score	Vendor 3 – Bid 2 Zoom Recreation	Score
Experience	2				
Cost	1	\$833,014.72	3	\$1,014,995.68	2
Design (Related to Scope)	3	- Net climbers - Moving parts involve a lot of mechanics	4	- Lots of moving parts - very spaced out - good art work	3
Warranty	3	- 5 yr nets - 20 yr steel shade structure - 10 yr fabric	3	- 5 yr nets - 1 yr moving parts	3

Reviewed By: Daniel Briceño

Date: 10/8/2024

Signature: X [Signature]

$= 3 + 12 + 9 = 24$   $= 2 + 9 + 9 = 21$



**COUNTY OF INYO BID TABULATION**

Duez Lake Welcoming + Beautification Project

Bid opening date: October 3, 2024 Location: County Admin Building  
3:30 p.m.

	BIDDER NAME	Total Bid	Bond	Addendum 1,2 & 3
1.	Playground Boss LLC - Bid #1	\$939,075	✓	✓
2.	Playground Boss LLC - Alt Bid	\$714,296	✓	✓
3.	Great Western Recreation - Proposal 1	\$579,798.52	✓	✓
4.	Great Western Recreation - proposal 2	\$714,667.62	✓	✓
5.	Zoom Recreation - Option 1	\$833,014.72	✓	✓
6.	Zoom Recreation - Option 2	\$1,014,995.68	✓	✓
7.				

Monica Tindin  
Rebecca Graves

Daniel Briceño  
Chris Cox



Star Line Welcoming and Beautification Program - Project 111970-20-0112



A STRONG FOUNDATION IN PLAY FOR OVER 50 YEARS

P: (435) 245-5055 / F: 435 245-5057 Tyler@gwpark.com





Disc Lake Redeeming and Beautification Program - Project 141070-40-001 2



A STRONG FOUNDATION IN PLAY FOR OVER 50 YEARS

P: (435) 245-5055 / F: 435 245-5057 [Tyler@gwpark.com](mailto:Tyler@gwpark.com)





**Diaz Lake Welcoming and Beautification Playground - Project 111978-02-Opt 2  
Lone Pine, CA**



A STRONG FOUNDATION IN PLAY FOR OVER 50 YEARS

P: (435) 245-5055 / F: 435 245-5057 [Tyler@gwpark.com](mailto:Tyler@gwpark.com)





**Diaz Lake Welcoming and Beautification Playground - Project 111978-02-Opt 2**  
**Lone Pine, CA**



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## WARRANTY



GameTime offers a comprehensive warranty on all of our products.

For the purpose of this warranty, "lifetime" encompasses no specific term of years, but rather that the Seller warrants to its original customer for as long as the original customer owns the product, and uses the product for its intended purpose, that the product and all its parts will be free from defects in material and manufacturing workmanship.

- **Lifetime limited warranty** on PowerScope®, PrimeTime®, Xscape® & IONiX® and Modern City® uprights.
- **Lifetime limited warranty** on Tru-Loc® connections and upright bolt-through connections.
- **Lifetime limited warranty** on all hardware.
- **Twenty-Year limited warranty** on Timber Décor & Timbers recycled plastic lumber.
- **Fifteen-Year limited warranty** on metal decks, pipes, rungs, rails, loops, braces, and footbucks.
- **Fifteen-Year limited warranty** on rotationally-molded products.
- **Fifteen-Year limited warranty** on VistaRope™ nylon bearings and ring junction pieces.
- **Ten-Year limited warranty** on GTFit®, THRIVE® and Challenge Course posts & bars.
- **Ten-Year limited warranty** on site furnishings against structural failure.
- **Ten-Year limited warranty** on SunBlox products.
- **Ten-Year limited warranty** on fiberglass and DHPL signage.
- **Ten-Year limited warranty** on VistaRope™ WeaveTech™ cables.
- **Five-Year limited warranty** on Tuff Forms® structures, including TuffCrete and PolyShield.
- **Five-Year limited warranty** on nylon-covered cable net climbers and components.
- **Five-Year limited warranty** on GT Symphony Freenotes™ Harmony Park components.
- **Five-Year limited warranty** on Super Seats.
- **Five-Year limited warranty** on premature wear of VistaRope cables.
- **Three-Year limited warranty** on EveryBODY Plays® polyurea coated foam & rubber strips.
- **Three-Year limited warranty** on SaddleMates rubber and "C"-springs.
- **Three-Year limited warranty** on rubber seat and rubber mats for net events.
- **One-Year limited warranty** on Challenge Course timing components.
- **One-Year limited warranty** on all other GameTime products.

TO THE EXTENT PERMITTED BY LAW, THESE WARRANTIES ARE EXPRESSLY IN LIEU OF ANY OTHER IMPLIED OR EXPRESSED WARRANTIES OR REPRESENTATIONS BY ANY PERSON, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS. Warranties do not cover damage caused by vandalism or abuse. Warranty claims must be filed within the applicable warranty period and accompanied by a copy of the original invoice or GameTime invoice number.





# INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS

ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

January 7, 2025

Reference ID:  
2024-967

### TSA Training Room Upgrade Project Public Works ACTION REQUIRED

#### ITEM SUBMITTED BY

Ashley Helms, Deputy Public Works Director -  
Airports

#### ITEM PRESENTED BY

Ashley Helms, Deputy Public Works Director -  
Airports

#### RECOMMENDED ACTION:

A) Amend the Fiscal Year 2024-2025 Bishop Airport Operating Budget (Budget 150100) as follows: increase estimated revenue in Federal Other (Revenue Code No. 4552) by \$10,750 and increase appropriation in Construction in Progress (Object Code 5700) by \$10,750 (*4/5ths vote required*);

B) Approve the agreement between the County of Inyo and the Government Services Administration for the County to complete the TSA Training Room Upgrade Project in an amount not to exceed \$185,000, and authorize the Public Works Director to sign, contingent upon all appropriate signatures being obtained;

C) Award the contract for the TSA Training Room Upgrade Project to Sierra Security Systems, Inc. of Bishop, CA as the successful bidder;

D) Approve the construction contract between the County of Inyo and Sierra Security Systems, Inc. of Bishop, CA in the amount of \$160,750, and authorize the Public Works Director to sign, contingent upon all appropriate signatures being obtained; and

E) 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 November 15, 2021, the Government Services Administration (GSA) entered into a lease with Inyo County, on behalf of the Transportation Security Administration (TSA), for Room 104 in the Bishop Airport Annex building. The 142 square foot room is leased at a rate of \$180.10/month and includes shared use of the restrooms and kitchenette area in the Annex building. The room was accepted as is, with the intention that the necessary upgrades would occur, at TSA's expense, once the scope of work was finalized. TSA put together a scope of work and provided it to airport staff, who put the project out to bid. The informal bid procedure was followed, and bids were due on October 2, 2024. One bid was received from Sierra Security Systems, Inc., for \$160,749.26.

After reviewing the bid, airport staff submitted a proposal to GSA to complete the work. The proposal included the construction contract costs and County staff cost for construction administration. GSA and TSA reviewed the proposal and have agreed to move forward with the project. The item before you today authorizes the Public Works Director to sign the construction contract and the agreement with GSA to cover the expense. The project includes security upgrades to the Room 104 door, electrical and data



upgrades, a network connection from the main terminal, and two server cabinets.  
 A Notice of Exemption has been filed for this project, pursuant to the California Environmental Quality Act.

**FISCAL IMPACT:**

<b>Funding Source</b>	Funding for this project is from the Government Services Administration agreement	<b>Budget Unit</b>	150100
<b>Budgeted?</b>	Yes	<b>Object Code</b>	5700
<b>Recurrence</b>	One-Time Expenditure	<b>Sole Source?</b>	No

**If Sole Source, provide justification below**

<b>Current Fiscal Year Impact</b>
It is anticipated that the construction contract will be paid in full during this fiscal year, and that reimbursement through GSA will occur before the end of the accrual period.
<b>Future Fiscal Year Impacts</b>
None.
<b>Additional Information</b>

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

Your Board could choose not to enter into the agreement with the Government Services Administration or the contract with Sierra Security Systems. This is not recommended, as the upgrades are necessary for TSA to make use of their leased space, and the County will be paid for construction related expenses, including County staff time for administering the project.

**OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

None.

**STRATEGIC PLAN ALIGNMENT:**

**Thriving Communities** | Enhanced Transportation Services  
**High Quality Services** | Improved County Facilities

**APPROVALS:**

Ashley Helms	Created/Initiated - 12/6/2024
Darcy Ellis	Approved - 12/6/2024
Ashley Helms	Approved - 12/26/2024
Breanne Nelums	Approved - 12/26/2024
Denelle Carrington	Approved - 12/26/2024
Keri Oney	Approved - 12/26/2024
Grace Weitz	Approved - 12/26/2024
John Vallejo	Approved - 12/26/2024
Amy Shepherd	Approved - 12/30/2024
Michael Errante	Approved - 12/30/2024
Nate Greenberg	Final Approval - 12/30/2024



**ATTACHMENTS:**

1. GSA Agreement - TSA Training Room Upgrades
2. TSA Training Room Upgrades Scope of Work
3. Sierra Security Bid Proposal
4. TSA Training Room Upgrades - Construction Contract



ORDER FOR SUPPLIES AND SERVICES				REQUISITION/REFERENCE NUMBER EQ9PFJ-23-0057		PAGE 1 OF 2 PAGES	
1. DATE OF ORDER		2. ORDER NUMBER 47PK0525F0024		3. CONTRACT NUMBER LCA02637		4. PEGASYS DOCUMENT NUMBER EP-47PK0525F0024	
FOR GOVERNMENT USE ONLY	5. ACCOUNTING AND APPROPRIATION DATA						
	FUND	ACTIVITY	PROGRAM	AGREEMENT	SUB-OBJECT CLASS	FISCAL YEAR	REGION
	BUILDING	PROJECT	OBJECT CLASS	ORGANIZATION	WORK ITEM		
6. TO: CONTRACTOR (Name, address and ZIP code) COUNTY OF INYO 168 N EDWARDS ST INDEPENDENCE, CA 93526 USA CAGE Code: 34NX9					7. TYPE OF ORDER		
8A. UNIQUE ENTITY IDENTIFIER (UEI) NUMBER EU9KBPLKZ5K5					A. <input type="checkbox"/> PURCHASE Please furnish the following on the terms and conditions specified on the order and the attached sheets, if any, including delivery as indicated.		
					B. <input type="checkbox"/> DELIVERY (For Supplies) This delivery order is issued subject to the terms and conditions of the above numbered contract.		
8B. TAXPAYER IDENTIFICATION NUMBER (TIN)					C. <input checked="" type="checkbox"/> TASK ORDER (For Services) This task order is issued subject to the terms and conditions of the above numbered contract.		
9A. BUSINESS CLASSIFICATION					D. MODIFICATION NUMBER AUTHORITY FOR ISSUING		
<input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. SMALL DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HISTORICALLY UNDERUTILIZED BUSINESS (HUB)ZONE <input type="checkbox"/> f. EMERGING SMALL <input type="checkbox"/> g. VETERAN <input type="checkbox"/> h. SERVICE-DISABLED VETERAN-OWNED					Except as provided herein, all terms and conditions of the original order, as heretofore mentioned, remain unchanged.		
10. ISSUING OFFICE (Address, ZIP Code, and Telephone Number) GSA, PBS R9, Acquisition Management Division Simplified Acquisitions Br, San Francisco Sect, 9PQAF 50 United Nations Plaza, Mailbox 9 San Francisco, CA 94102 USA					9B. START DATE: 1/8/2025		
11. REMITTANCE ADDRESS (MANDATORY) COUNTY OF INYO P.O. DRAWER N INDEPENDENCE, CA 93526-0613					9C. COMPLETION DATE: 5/8/2025		
12. SHIP TO (Consignee Address, ZIP Code and Telephone Number)							
13. PLACE OF INSPECTION AND ACCEPTANCE Central California Field 280 S. 1st Street San Jose, CA 95113				14. REQUISITION OFFICE (Name, Office Symbol and Telephone Number) 9PFJ; (650) 329-4660			
15. FREE ON BOARD (FOB) POINT		16. GOVERNMENT BILL OF LADING NUMBER		17. DELIVERY FOB POINT		18. PAYMENT/DISCOUNT TERMS STD/NONE	
19. SCHEDULE							
ITEM NUMBER (A)	SUPPLIES OR SERVICES (B)			QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
See below for additional information							
20. RECEIVING OFFICE (Name, Office Symbol and Telephone Number)						TOTAL FROM GSA 300A(s)	\$185,000.00
21. MAIL INVOICE TO: (Electronic Invoice Preferred) U.S. GENERAL SERVICES ADMINISTRATION BCFA PBS Payments Branch P.O. Box 17181 Ft. Worth, TX 76102-0181				22. GROSS SHIPPING WEIGHT		GRAND TOTAL	\$185,000.00
23. SHIPPING POINT							
24A. FOR INQUIRIES REGARDING PAYMENT CONTACT: david2.white@gsa.gov						24B. TELEPHONE NUMBER (916) 947-3052	
25A. NAME AND TITLE OF OFFEROR/CONTRACTOR Michael Errante, Public Works Director				26A. UNITED STATES OF AMERICA (NAME OF CONTRACTING/ORDERING OFFICER) David White			
25B. SIGNATURE		25C. DATE SIGNED		26B. SIGNATURE		26C. DATE SIGNED	



**ORDER FOR SUPPLIES AND  
SERVICES (Continuation)**

**THIS NUMBER MUST APPEAR ON ALL PACKAGES AND PAPERS  
RELATING TO THIS ORDER**

**PAGE 2  
OF  
PAGES 2**

PDN NUMBER  
EP-47PK0525F0024

DATE  
1/8/2025

ORDER NUMBER  
47PK0525F0024

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
0001	Bishop TSA Office Refresh  Install fiber optic cabling and associated IT equipment in accordance with the Statement of Work dated April 29th, 2024.  Deliverable  PSC: X1AA -- LEASE/RENTAL OF OFFICE BUILDINGS  Contract Type: Firm Fixed Price  PoP: 01/08/2025 - 05/08/2025  Place of Performance: CA8516ZZ BISHOP AIRPORT (BIH) 690 Airport Rd null BISHOP , CA 93514--3608	1	LS	\$185,000.00	\$185,000.00



# **GENERAL SERVICE ADMINISTRATION SPECIFICATIONS**

**FOR**

**TSA Training Room Upgrade Project**  
Bishop, California



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE		PAGE 1 OF 2 PAGES		
2. AMENDMENT/MODIFICATION NUMBER 0001		3. EFFECTIVE DATE 4/30/2024		4. REQUISITION/PURCHASE REQUISITION NUMBER EQ9PFJ-23-0057		5. PROJECT NUMBER (If applicable)	
6. ISSUED BY GSA, PBS R9, Acquisition Management Division Simplified Acquisitions Br, San Francisco Sect, 9PQAF 50 United Nations Plaza, Mailbox 9 San Francisco, CA 94102 USA		CODE 9PQAF		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code)				<input checked="" type="checkbox"/> (X)		9A. AMENDMENT OF SOLICITATION NUMBER 47PK0524R0035	
				<input checked="" type="checkbox"/> (X)		9B. DATED (SEE ITEM 11) 2/27/2024	
				<input type="checkbox"/> ( )		10A. MODIFICATION OF CONTRACT/ORDER NUMBER	
				<input type="checkbox"/> ( )		10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.

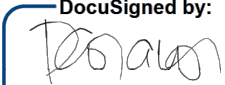
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)
<input type="checkbox"/>	

E. IMPORTANT: Contractor ☐ is not ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this amendment to the Request for Proposal, EQ9PFJ-23-0057, for the TSA Fiber and IT Equipment Installation project is to incorporate answers to questions received in response to the solicitation and also incorporate a revised Scope of Work dated 4/29/2024. No other changes are made by this amendment.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) David White, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA DocuSigned by:  (Signature of Contracting Officer)	16C. DATE SIGNED 4/30/2024
(Signature of person authorized to sign)			



INSTRUCTIONS (*Back Page*):

Instructions for items other than those that are self-explanatory, are as follows:

- (a) Item 1 (Contract ID Code). Insert the contract type identification code that appears in the title block of the contract being modified.
- (b) Item 3 (Effective date).
- (1) For a solicitation amendment, change order, or administrative change, the effective date shall be the issue date of the amendment, change order, or administrative change.
  - (2) For a supplemental agreement, the effective date shall be the date agreed to by the contracting parties.
  - (3) For a modification issued as an initial or confirming notice of termination for the convenience of the Government, the effective date and the modification number of the confirming notice shall be the same as the effective date and modification number of the initial notice.
  - (4) For a modification converting a termination for default to a termination for the convenience of the Government, the effective date shall be the same as the effective date of the termination for default.
  - (5) For a modification confirming the contracting officer's determination of the amount due in settlement of a contract termination, the effective date shall be the same as the effective date of the initial decision.
- (c) Item 6 (Issued By). Insert the name and address of the issuing office. If applicable, insert the appropriate issuing office code in the code block.
- (d) Item 8 (Name and Address of Contractor). For modifications to a contract or order, enter the contractor's name, address, and code as shown in the original contract or order, unless changed by this or a previous modification.
- (e) Items 9, (Amendment of Solicitation Number - Dated), and 10, (Modification of Contract/Order Number - Dated). Check the appropriate box and in the corresponding blanks insert the number and date of the original solicitation, contract, or order.
- (f) Item 12 (Accounting and Appropriation Data). When appropriate, indicate the impact of the modification on each affected accounting classification by inserting one of the following entries:
- (1) Accounting classification \_\_\_\_\_  
Net increase \$ \_\_\_\_\_
  - (2) Accounting classification \_\_\_\_\_  
Net decrease \$ \_\_\_\_\_
- NOTE: If there are changes to multiple accounting classifications that cannot be placed in block 12, insert an asterisk and the words "See continuation sheet".
- (g) Item 13. Check the appropriate box to indicate the type of modification. Insert in the corresponding blank the authority under which the modification is issued. Check whether or not contractor must sign this document. (See FAR 43.103.)
- (h) Item 14 (Description of Amendment/Modification).
- (1) Organize amendments or modifications under the appropriate Uniform Contract Format (UCF) section headings from the applicable solicitation or contract. The UCF table of contents, however, shall not be set forth in this document.
  - (2) Indicate the impact of the modification on the overall total contract price by inserting one of the following entries:
    - (i) Total contract price increased by \$ \_\_\_\_\_
    - (ii) Total contract price decreased by \$ \_\_\_\_\_
    - (iii) Total contract price unchanged.
  - (3) State reason for modification.
  - (4) When removing, reinstating, or adding funds, identify the contract items and accounting classifications.
  - (5) When the SF 30 is used to reflect a determination by the contracting officer of the amount due in settlement of a contract terminated for the convenience of the Government, the entry in Item 14 of the modification may be limited to --
    - (i) A reference to the letter determination; and
    - (ii) A statement of the net amount determined to be due in settlement of the contract.
  - (6) Include subject matter or short title of solicitation/contract where feasible.
- (i) Item 16B. The contracting officer's signature is not required on solicitation amendments. The contracting officer's signature is normally affixed last on supplemental agreements.



April 2, 2024

## Bishop Airport TSA Office Refresh Project

## Request for Information (RFI)

Two contractors performed site walks last week with the local STSO and myself (Bishop Airport Management), and the following questions were raised:

- 1) TSA intends to have three computer desks along the west wall, which are shown on page 15. There is currently only one outlet on that wall. Should the contractor install two additional convenience outlets along the wall? Also, are outlets of that sort able to be on a shared circuit?

A: Yes to both questions, the Scope of Work has been updated accordingly.

- 2) What is the desired height of the new data drops? I believe the data port for the Kronos clock should be at the height of the unit called out on page 11, but should the dual drops be at the height of the convenience outlets (approx. 12" above the floor)?

A: The data drops for the time clocks be installed so that the clock sits over the drops.

- 3) In the drawing on page 7 of the SOW, the location of the two IT cabinets conflicts with local TSA's planned layout for the room, the location is also the opposite corner from the fiber entry point. Both cabinets will not fit side by side along the south wall at the fiber entry point, so I propose the IDF-S cabinet mounts in the southeast corner and the IDF-U in the southwest. This aligns with local TSA's desired furniture layout. See marked up sketch below.

A: The agency agrees with the locations in the marked up sketch. The attachments to the scope have been updated accordingly.

- 4) The light switch for the room is currently outside the door in the hallway, a contractor asked if he should include the relocation of the switch in his bid.

A: Yes, the switch should be relocated into the office. It has been updated on the Scope of Work.

- 5) For Section **10) Door Locks and Hardware**:

- The door does not have exposed pins, please confirm that B) Non-Removable Hinges does not apply

A: If door hinges are on the inside this will not apply

- The door frame protects the strike, please confirm that D) Latch guard does not apply

A: A latch guard must still be installed

- 6) The contractor who was working on pricing for GSA last summer let me know that the Hirsch equipment called out in Section 11 of the SOW is over \$60,000 (their costs). This will push the overall project costs far beyond the contracting limits for the informal method I was intending to use (the limit is \$60k). I will be putting together a more formal bid package and will have to



advertise the bid, I will do that once the questions above are answered. This may push out the submittal of our bid to GSA by several more weeks.

A: It is understood that the County of Inyo has procurement rules they must follow.

- 7) Section 11. B) says that the EPACS System will connect to the IDS Alarm Panel, but I can't find the alarm panel referenced elsewhere.

A: IDS work was removed during revisions prior to solicitation, therefore this does not apply. Note has been made to the Scope of Work.

- 8) Where is the computer referenced in Section 11. J) to be located?

A: It will be installed in Room 104, exact location within the room to be determined.

- 9) As the SOW states, there must be a fiber patch panel in Cabinets S and U. There is only one fiber cable. Having two fiber patch panels in two separate cabinets is unnecessary the way we understand it. Could TSA explain this requirement?

A: The agency states that it requires patches panels at both cabinets, the equipment and connections inside cabinets must be kept separate.

- 10) Is it okay to place the cable certification graphs on the CAD as-built drawings, i.e. can the cable certification graphs be included on the cad drawings as 8.5"x11" pages on larger sheets?

A: Yes

- 11) Is it okay to mount Cabinets S and U on the South wall approximately 8' apart, one on each side of the window, as local TSA personnel have told us that the locations proposed in the SOW are reserved for other desks and equipment? We will quote in our bid 2x 4" conduits/raceways between the cabinets for patch cords, is this acceptable? [This is an extension of the question included in the prior email-AH]

A: Yes

- 12) Does TSA understand that if we install two cabinets on the South wall adjacent to the windows, [some of] the patch cords will need to exceed 8' in length?

A: Yes

- 13) Does TSA understand that even though the County has partially installed conduits between Room 104 and the terminal, that we have to complete the underground conduits underneath the sidewalk outside Room 104 and install underground pull boxes at the terminal, shack, and outside room 104? [Inyo County Road Dept staff will be completing the section of conduit in the parking lot that does not currently connect, but they do not have the equipment to bore under the sidewalk to reach the building. I asked the contractors to provide a line item in their quote for this work if it was something their crews could do, same with tying the two conduits together with a pull box at near the terminal. If their quote is too high for that work I will look for someone else to do it-AH].

A: TSA understands.



- 14) Does TSA want a dedicated breaker for the access control and the two cabinets, or do they each have to be on their own breaker? [The circuits for the IT cabinets are called out as dedicated circuits, so they just need to know about the access control power – AH] The breaker panel is adjacent to room 104, how will this room be secured? Is a lockable door sufficient? [Airport needs access to this utility closet – AH]

A: A lockable door will be sufficient.

- 15) At what height in the hallway, does TSA wish the scramble keypad and card reader be installed?

A: ADA Compliant – 48” to the top of the card reader

- 16) Does TSA understand that Inyo County prevailing wages are to be paid and that they are typically equal to or higher than Federal prevailing wages for the same classification? In addition, we must charge Inyo county CA sales tax on all items not considered to be services; this in addition to performance, labor, and materials bonds required by the Airport/County contract makes the cost much higher than a direct TSA to contractor bid.

A: The solicitation and any possible resulting contract are between GSA and the County of Inyo under the terms and conditions of the base lease contract agreement, LCA02637. We regularly contract for construction and services where labor rates within a market far exceed the Federal prevailing wages, where indirect costs such as taxes are paid, and where bonds are required prior to performance. All of these costs would be included on this project whether GSA contracts through the Lessor (County of Inyo) or if GSA competed the contract on its own.

- 17) Will TSA provide their own access cards for the access control prior to training on how to use the system?

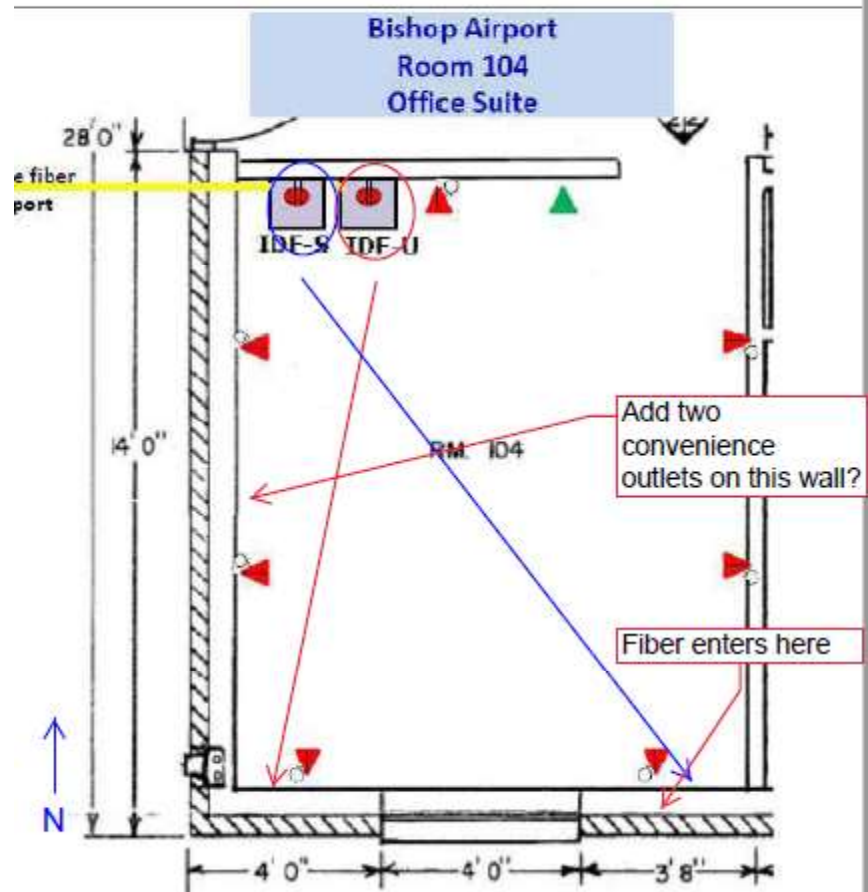
A: Yes, TSA Already has their own access control cards (PIV Cards)

- 18) Does TSA require a 1 year materials and repair labor warranty?

A: GSA does require a 1 year warranty on materials and workmanship, any subsequent warranty issues would have to be addressed between GSA and the County of Inyo, not TSA directly.



**Off-Site TSA IDF Room 104**







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## **SCOPE OF WORK**

**Date:** ~~February 15, 2023~~ **April 29, 2024**  
**Project Name:** Bishop TSA Office Refresh  
**Project Location:** 703 Airport Drive, Bishop, CA 93514  
**Building #:** CA8516ZZ  
**Lease #:** 1CA2953

### **1. Project Overview**

The Transportation Security Administration (TSA) will be Federalizing an airport in Bishop, California and requires standard TSANet connectivity, IT infrastructure, and alterations to facilitate employee training and daily operations. TSA requires Design/Build (D/B) services for alterations to the new TSA/BIH Leased Space Room 104, to accommodate user requirements.

### **2. Scope of Work**

The contractors shall furnish, install, program, test, document, and train TSA personnel on turn-key operational and integrated Electronic Access Control System (EPACS), Entry Door Locks and Hardware, Intermediate Distribution Frame (IDF) IT Wall Mount Cabinets, Fiber Optics Cabling, and the Time Clock.

#### **1) IDF Wall mounted cabinet build-out**

- A) The Contractor shall build-out two (2) **separate** wall mounted IDF cabinets in room 104 and label them "IDF-S" and "IDF-U" respectively. **IDF-S cabinet will only be used for security personnel whereas IDF-U will be used for IT networking personnel.**
- B) The cabinet should be installed 12" below the ceiling for ventilation.
- C) Sprinkler heads should not be positioned where they can cause water damage to the cabinet.
- D) Install a new Cat6 and fiber patch panels into the new "IDF-S" cabinet.
- E) Install the second IDF cabinet **labeled "IDF-U" besides along the adjacent southwest corner as shown in the updated diagram. This will ensure that both cabinet doors will swing full open and kept separate from one another.** Follow the same installation procedures as for "IDF-S" **and mount it in the southeast corner.**
- F) Install a new Cat6 and fiber patch panels into the new "IDF-U" cabinet.
- G) The IDF-S cabinet will house all the fiber connections per security protocol.
- H) The IDF-U cabinet will house all IT related network cabling.
- I) Both IDF cabinets must have a lock and key for security purposes.
- J) The Contractor shall pull and install 6-strand single mode (SM) fiber from the TSA MDF





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in the Airport Checkpoint Private Screening Room to the new "IDF-S" and "IDF-U" cabinets in room 104 & terminate on both ends with LC patch panels installed at the top of the cabinets. Fiber is to be installed in innerduct or must be armored fiber. Refer to the attached aerial map view of TSA on-site and off-site room 104 locations, the MDF/ISRA/IT Room layout plan, and IDF room 104 floor plan layout respectively. Cable certifications are to be in compliance with standards noted in Appendix C (Approved Products List), attached.

Data/Voice Cable Certification				
Outlet Type	Location	Cable Configuration	Quantity	Total Cables
(Dual 2D)	TSA Offices	Category 6	7	14
(Single 1D)	Time clock	Category 6	1	1
(Quad 4D)		Category 6	0	0
Total Category 6 cables			8	15

## 2) Time Clock Installation

- A) Install data drops for the time clocks as detailed in the "eTAS" section and in the locations identified on the floor plan and run to new IDF cabinet, to be specified by TSA. See attached floor plan drawing "Time Clock".
- B) Install Cat6 data drops for user PCs and printers as in the locations identified on the room 104 floor plan and run to new "IDF-U" cabinet.
- C) The data drops for the time clocks should be installed so that the clock sits over the drops. Time clock should be installed flush to the wall and 40 inches above the floor and no more than 54 inches max to the top of the time clock from the floor.

## 3) Horizontal Cabling

- A) Horizontal Cat6 cable will be required to be run from each drop location to newly installed **high-density** 24-port patch panels contained within the new **IDF** cabinets. They will need to be certified and labeled as noted in the attached addendum.
- B) All cabling will need to be certified. See Appendix C (Approved Products List) for specifics.
- C) Cable is not required to be inside conduit if it is within enclosed walls/plenum and stays within TSA leased space. All cables that are exposed need to be installed inside conduit. This includes the cables going into the cabinet.
- D) Time clock drops need to be installed flush to the wall and 40" above the floor to be in compliance with ADA requirements.

## 4) Electrical Installation





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- A) The electrical circuits for the IDF cabinet is shown below. The receptacle is to be placed internal to the locking cabinet behind the patch panel, so it does not interfere with equipment to be installed in the cabinet.
- B) Outlet Type: 120v, 20A/NEMA 5-20R duplex
- C) Location: IDF-S and IDF-U Cabinets
- D) Quantity: two (2)
- E) Install two (2) additional outlets along the wall for the computer workstations. Outlets may be shared.
- F) The one (1) light switch for Room 104 should be relocated from the hallway and into the office.

#### 5) **Testing and Labeling**

- A) Each new data cable, along with the modular jack, installed needs to be tested and certified for true Category 6 performance. Tester must test all (4) pairs of each cable up to 100 MHz. Certification results are to be provided in electronic format. See Appendix C (Approved Product List) for certification requirements.
- B) All cables, modular outlet jacks, faceplates and MDF terminations must be clearly labeled for ease of identification per the TSA labeling specifications.

#### 6) **Deliverables and Documentation**

- A) "As-Built" Drawings in either VISIO or CAD format with a clear floor plan showing all data drops and their associated label.
- B) Project Cabling Test Results.

#### 7) **IDF IT Cabinet Specifications (2' wall-mount)**

- A) No equipment (ACS / CCTV / etc.) shall be installed in the IT cabinet.
- B) Power and copper/fiber terminations are to be internal to the cabinet unless specified with an external Relay Rack.
- C) The cabinet is dedicated for TSA IT equipment. All IT equipment inside the cabinet shall be installed by TSA IT personnel.
- D) Wall mount cabinet must be able to swing fully open unobstructed.
- E) Wall mount cabinet must be mounted to allow it to support the maximum rated gross weight.
- F) Cat6 high density (48 ports / RU) patch panels are to be installed at the top of the cabinet.
- G) All patch panel drops are to be labeled to match the label on the data drop faceplates and floor plan.
- H) Horizontal cable management is to be installed above and below all patch panels.
- I) Data and power cables are to be run to the cabinet inside electrical conduit.





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- J) A NEMA 5-20R duplex power receptacle is to be installed at top rear of the cabinet behind the patch panels.
- K) The power receptacle is to be a 120v, 20A dedicated circuit.
- L) Cabling is to be installed to allow the cabinet to be swung into its fully open position without straining cables.
- M) A locking door is required on the cabinet and all sides locked or secured from the inside.
- N) A ventilation fan is to be installed inside the cabinet at the top to exhaust heat.
- O) The cabinet is to be bonded (grounded) to the TGB (Telecommunications Grounding Bus bar) with a separate #6 AWG insulated stranded or solid copper conductor in accordance with NEMA specifications.
- P) Space adjacent to cabinet required for unobstructed opening of the cabinet should be left vacant and marked/labeled so it will remain vacant for the opening of the cabinet.
- Q) The cabinet rails will need to be installed with adequate spacing to allow the Cisco switch to be mounted and the door closed and latched without interfering with any of the patch cables and all cables & power must be routed in the cabinet, so they do not reduce the usable depth of the cabinet for IT equipment.

#### 8) **Fiber Optics Cabling**

- A) The Contractor shall pull and install 6-strand single mode (SM) fiber from the TSA MDF in the Airport Checkpoint Private Screening Room to the new "IDF-S" cabinet in room 104 & terminate on both ends with LC patch panels installed at the top of the cabinets. Fiber is to be installed in innerduct or must be armored fiber and will require the installation of new conduit between the buildings, about 400ft across. Bishop Airport will be responsible for the trenching about ~2ft-3ft underground with buried 3inch of conduit leading to both buildings. Refer to the attached aerial map view of TSA on-site and off-site room 104 locations, the MDF/ISRA/IT Room layout plan, and IDF room 104 floor plan layout respectively. Cable certifications are to be in compliance with standards noted in Appendix C (Approved Product List), attached.

#### 9) **IDF IT Cabinet Minimum Specifications**

The following wall mounted Cabinet Enclosures shall be identified as the minimum standard requirement, for installation of TSA Network systems in both secured (ISRA) and non-secured areas.

- A) Two (2), 18RU Swing-Out Wall mounted IT Cabinet
- B) Removable locking side panels
- C) Locking door
- D) EIA compliant
- E) Fan Assembly Kit





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**F) External Dimensions:**

1. Height minimum 24"
2. Depth 30+" in.

**G) Internal Usable Dimensions:**

1. Height 18 RU
2. Width 19 in.
3. Depth 30" in.





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CWR Data Swing Wall Rack CWR-18-32PD

CWR Data Swing Wall Rack Series | SKU: CWR-18-32PD

Model:  
401, 441, 451



Data Wall Rack with 12-24 threaded rackrail and rear latch lock

Specifically designed for structured cabling, the CWR is a versatile system for mounting multiple patch panels and other

- Welded steel construction for strength
- 24" width provides extra space for cables and patching
- Comes standard with adjustable wide-face rackrail
- Locking swing open center section for front and rear access
- Includes a locking/latching pleat front door for added security
- Front door can be easily reversed for left or right hand swing
- Engineered for passive thermal management, optional fan kit available
- Bag of 20 mounting screws included



Rack ever made to swing

Typically Ships in 4 Days - 10/1/2021

Rack Units: 18 RU	Calculated
18 RU	
Depth: 32.67 in (82.96 cm)	
32.67 in (82.96 cm)	
Door Type: Plated Door	
Plated Door	
Available Internationally: No	
No	





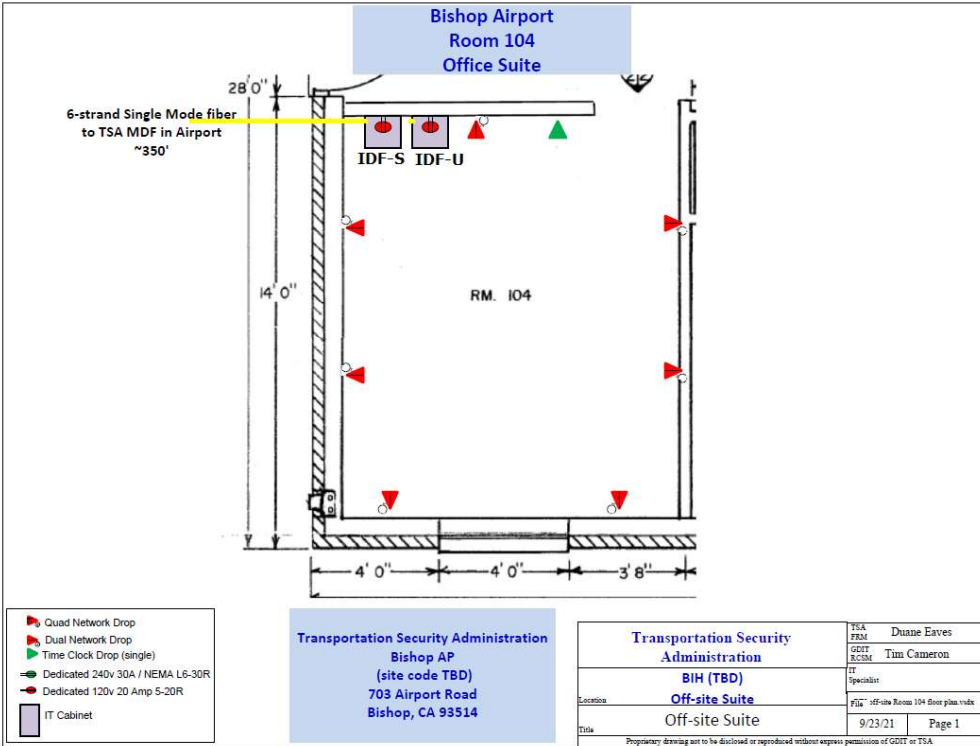
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**TSA On-Site and Off-Site Aerial Map View**  
**(~distance roughly 400ft across)**





Off-Site TSA IDF Room 104 (Original)



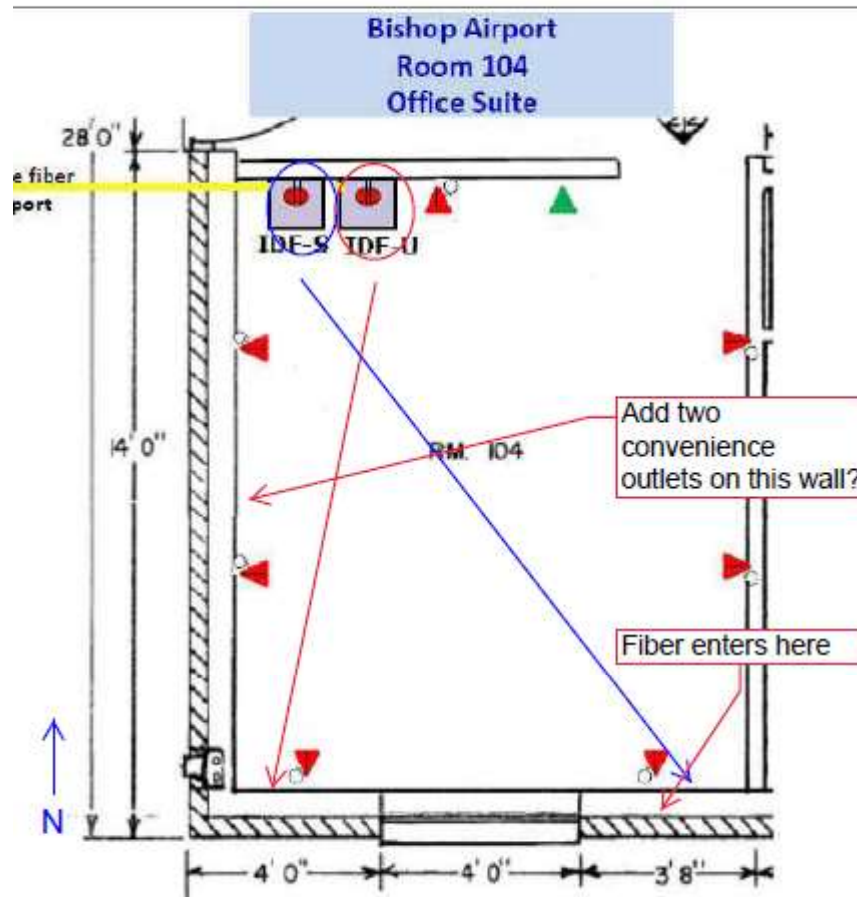




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**Off-Site TSA IDF Room 104 (Updated-Revised)**

**Off-Site TSA IDF Room 104**



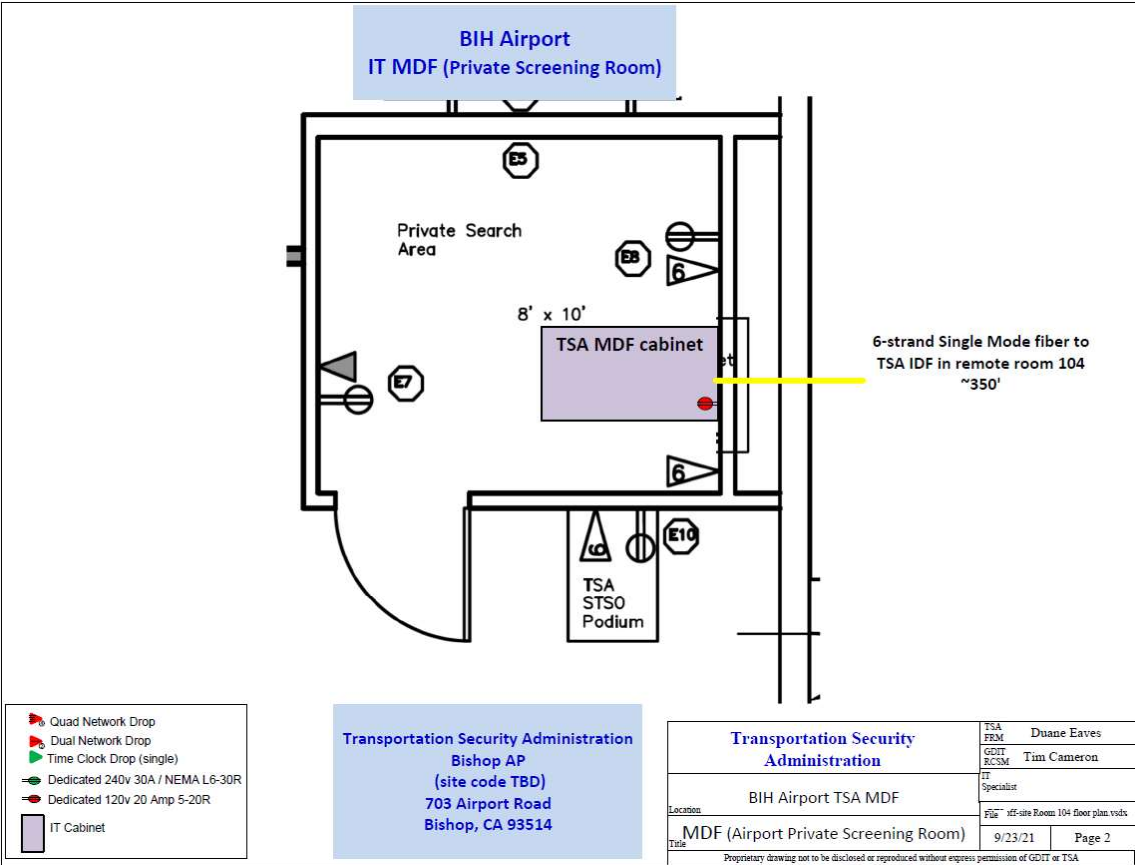
**\*\*Note**

The IDF cabinet location shown in the diagram above is arbitrary and may be relocated by the agency approval to accommodate design and fiber cabling installation as needed. Contractor may suggest an alternative location based on site walk and design preparation but will need agency approval before moving forward.



On-Site TSA MDF / ISRA / IT Room

ISRA/MDF Layout Plan







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### **Ethernet Cable Specifications and Certifications**

- Copper - Cat6 - ANSI/TIA-568-C.2 Standard
- 295' is the maximum Cat6 cable length
- Cable is only required in EMT conduit when required by local code unless specified otherwise
- Patch-panel ports are to be labeled to match face-plates labels on data drops as well as a floor plan is to be provided indicating the location and label of all data drops
- All cable runs are to be point-to-point with no intermediate patching or splices
- Each new data cable, along with the modular jack needs to be tested for true Category 6 performance. Tester must test all (4) pairs of each cable up to 100 MHz in accordance with EIA/TIA standards
- Fiber - Optical Time Domain Reflectometry testing as defined in ANSI/TIA-568-C.0 and IEC 14763-3
- The industry standard tool for certifying data cables is the Fluke DSP-4300 Cable Analyzer, but any certified equipment that provides industry standard certification results may be used.
- **The primary tests required are:**
  - Wire Map
  - Length
  - Insertion Loss
  - Near End Cross Talk (NEXT)
  - Power Sum Near End Cross Talk (PSNEXT)
  - Equal Level Far End Cross Talk (ELFEXT)
  - Power Sum Equal Level Far End Crosstalk (PSELFEXT)
  - Return Loss
  - Propagation Delay
  - Delay Skew
- Certification results are to be delivered in a standard format similar to the example on the following page





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## SAMPLE CABLE CERTIFICATION REPORT

LinkWare Live



Cable ID: Perm Link - 001

Test Summary: PASS

Date / Time: 06/11/2018 06:12:43 PM

Headroom: 3.2 dB (NEXT)

Test Limit: TIA Cat 6 Perm. Link (+All)

Cable Type: Cat 6 U/UTP

NVP: 69.0%

Project: Copper-Fiber-Tier1/2-Insp

Software Version: V5.5 Build 2

Calibration Start Date:

Main (Module): 04/07/2017

Remote (Module): 04/07/2017

Model: DSX-8000

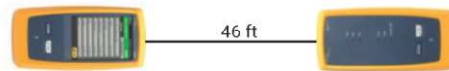
Main S/N: 1623085

Remote S/N: 1623082

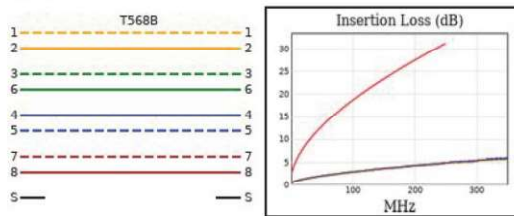
Main Adapter: DSX-PLA804

Remote Adapter: DSX-PLA804

Length (ft), Limit 295	[Pair 78]	46
Prop. Delay (ns), Limit 498	[Pair 45]	71
Delay Skew (ns), Limit 44	[Pair 45]	4
Resistance (ohms), Limit 21	[Pair 12]	2.0
Resist. Unbal. (ohms), Limit 0.100	[Pair 12]	0.013
Resist. P2P Unbal. (ohms), Limit 0.200	[Pair 12-78]	0.017
Insertion Loss Margin (dB)	[Pair 45]	26.1
Frequency (MHz)	[Pair 45]	247.5
Limit (dB)	[Pair 45]	30.9



PASS



Worst Case Margin Worst Case Value

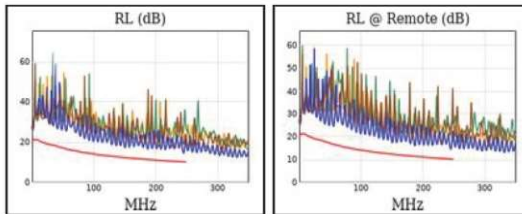
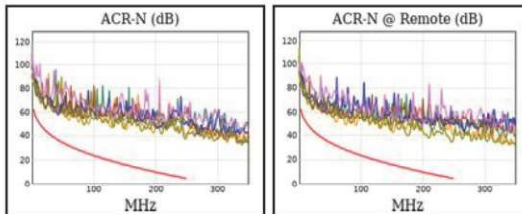
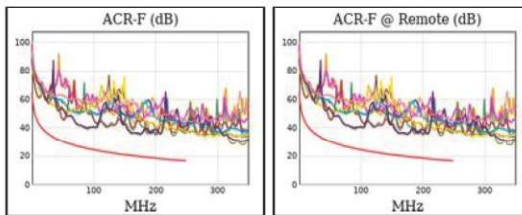
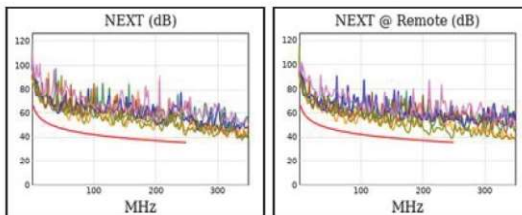
PASS	MAIN	SR	MAIN	SR
Worst Pair	36-78	36-78	36-78	36-78
NEXT (dB)	6.1	3.2	6.1	3.2
Freq. (MHz)	249.0	247.5	249.0	247.5
Limit (dB)	35.4	35.4	35.4	35.4
Worst Pair	36	36	36	36
PS NEXT (dB)	7.0	5.0	7.0	5.0
Freq. (MHz)	249.0	247.5	249.0	247.5
Limit (dB)	32.7	32.8	32.7	32.8

PASS	MAIN	SR	MAIN	SR
Worst Pair	36-78	78-36	12-45	45-12
ACR-F (dB)	13.9	13.9	17.4	17.5
Freq. (MHz)	91.3	91.3	229.5	229.5
Limit (dB)	25.0	25.0	17.0	17.0
Worst Pair	78	36	45	12
PS ACR-F (dB)	16.7	16.7	19.2	19.5
Freq. (MHz)	91.3	91.3	232.5	229.5
Limit (dB)	22.0	22.0	13.9	14.0

N/A	MAIN	SR	MAIN	SR
Worst Pair	12-36	12-36	36-78	36-78
ACR-N (dB)	18.5	17.6	32.6	29.5
Freq. (MHz)	14.8	14.8	249.0	247.5
Limit (dB)	48.4	48.4	4.3	4.5
Worst Pair	36	36	36	36
PS ACR-N (dB)	18.3	17.1	33.3	31.2
Freq. (MHz)	22.6	22.3	249.0	247.5
Limit (dB)	41.4	41.6	1.7	1.9

PASS	MAIN	SR	MAIN	SR
Worst Pair	45	45	45	45
RL (dB)	4.3	4.3	4.3	4.3
Freq. (MHz)	245.5	246.0	245.5	246.0
Limit (dB)	10.1	10.1	10.1	10.1

PASS	MAIN	SR	MAIN	SR
Worst Pair	36	78	36	36
TCL (dB)	9.9	10.6	9.9	11.8
Freq. (MHz)	201.5	4.0	201.5	163.0
Limit (dB)	15.4	40.0	15.4	16.8



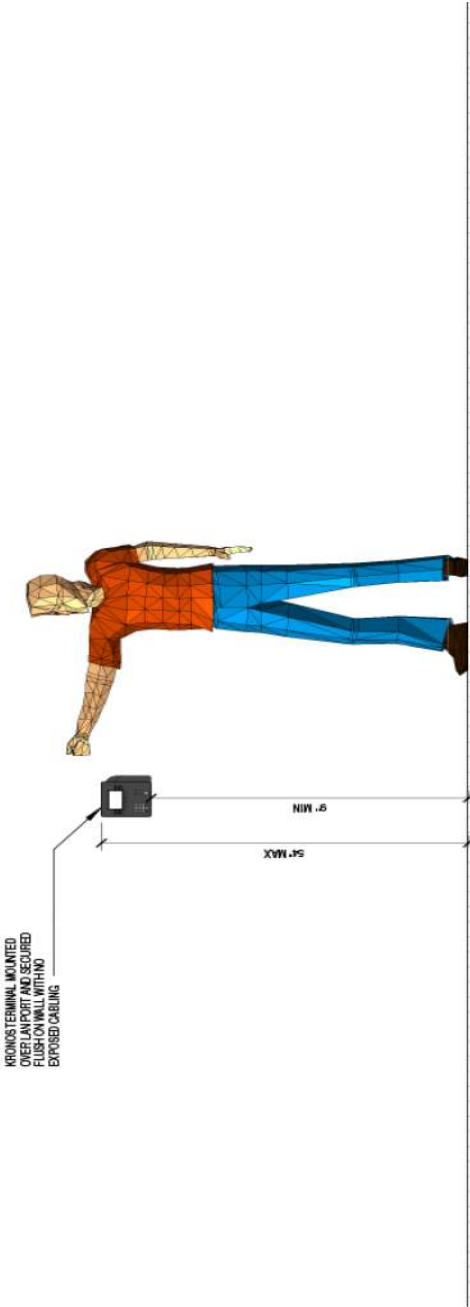


Appendix D: Time Clock eTAS Kronos

- 1) Time clock drops are to be installed 40" above the floor and no more than 54" max to top.
- 2) Drops are to be installed flush to the wall so the time clock can be installed e-over the top of the drop.
- 3) Time clock drops are to be a single Cat6 drop.
- 4) The exact placement should be verified with local TSA management, so it does not interfere with operations and is readily accessible.

Figure 3-3.4 Kronos Time Clock

Equipment	Size	Quantity	Power Requirements	IT Requirements	Additional Information
Kronos 4500 Terminal	11.7"H x 10.7"W x 4.0"D	As indicated	<div><div>All Power Over Ethernet (POE)</div></div>	<div><div>Data Drop = 1</div><div>Cat6 cable per time clock</div><div>Kronos Terminal placement should be within 295' of existing TSA IT Cabinet.</div><div>Host communication via Ethernet (100 Mbps )</div></div>	<div><div>Locate Kronos Terminal in a secure TSA area. Place in protected area to avoid physical damage</div><div>Mount per ADA requirements. Allowed high side reach shall be no more than 54" and the allowed low side reach shall be no less than 48" AFF.</div><div>Avoid checkpoint high traffic areas such as exit lanes, queuing areas, public seating, and composure areas.</div><div>No exposed cabling or power outlets allowed.</div><div>TSA preferred install is to mount the clock over a LAN port</div><div>The LAN port must be installed flush so the time clock can be mounted on the preferred install is to mount the clock over a LAN port</div></div>







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# **10)Door Requirements Locks and Hardware**

A) The Contractor shall install the following items from the table below.

Locks & Door Hardware					
1	MEDECO	Medeco Interchangeable Core	MED32T0201-26DLS	1	EA
2	MARKS	Mortised Lockset with Deadbolt & Medeco (Perimeter & High Security doors)	MAR5CP92FS/32D-G3	1	EA
3	HES	Electric Door Strike	HES1006-630	1	EA
4	MCKINNEY	Pinned Door Hinges	MCKMPB79 4.5 x 4.5 26d NRP	1	EA
5	DON JO	Pick Plate	DONMLP-211-SL	1	EA
6	Door Closure	Heavy Duty Door Closure	LCN4040XPRW/PADKBZ-IML	1	EA
7	Door Sweep	Misc.	IML-ASFDS330C36	1	EA

~~B) Non Removable hinges (NRP) will be installed where the pins are exposed to the exterior of the space.~~

C) Hardware with built-in request to exit (REX) function with **Medeco Underwriters Laboratories (UL) 437 M-3 Interchangeable Core** cylinder. The MARKS Storeroom Function Mortise Lockset with Deadbolt must have the latch bolt retracted by key outside or by lever inside. Outside lever is always fixed. The deadbolt can only be thrown or retracted by key outside or thumb-turn inside. By turning the inside lever, it simultaneously retracts both deadbolt and latch bolt. The auxiliary latch deadlocks latch bolt when door is closed. This Lockset must accept a Medeco #32-0200 housing and interchangeable core.

~~D) Must have Latch guards/Anti pick plate covers installed unless door strike is protected/covered by door frame.~~

E) Installed functioning heavy duty door closer and heavy-duty door gasket/sweep.

# **11) Electronic Physical Access Control System (EPACS)**

To meet HSPD-12 requirements and DHS Physical Access Control System (PACS) modernization mandate, the contractor shall install equipment and systems that are only on the approved GSA Approved Product List (APL). **This will not apply for this project. There are no physical installations of IDS on this project.**

## **General EPACS Installation Requirements**

The contractor shall install the following items listed in the table below:





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Physical Access Control System (PACS)					
Number	Mfr.	Description	Model	Qty.	
1	HIRSCH	2 Door Control Panel	MX2	1	EA
2	HIRSCH	UTrust TS Reader - FICAM Ready	8332ABTR000	1	EA
3	HIRSCH	Request to Exit (REX)	EPB2E	1	EA
4	HIRSCH	Secure Network Interface Board 3	SNIB3	1	EA
5	HIRSCH	Door Module	MELM3	1	EA
6	HIRSCH	Mounting Box - Heavy Duty Slope Flush Mount	MB8	1	EA
7	HIRSCH	Enrollment Station - Prox & PIV	SMES-PC-RP4-USB	1	EA
8	HIRSCH	Velocity Software	3.6 SP3	1	EA
9	HIRSCH	Velocity Workstation	HMS-WS-FP	1	EA
10	HIRSCH	Contact Enrollment Reader	SRC3310V2	1	EA
11	HIRSCH	Device Power Supply	PSH-MX	1	EA

- A) All doors connected to the access control system will use electrified hardware "REX built-in function" to shunt the alarm.
- B) The EPACS System will provide connection to the IDS Alarm Panel.
- C) The EPACS system shall be programmed to report forced entry and/or a "prop open" alarm to the IDS system.
- D) The EPACS system shall have the scramble feature enabled and 6+1 PIN programming for the forced entry duress.
- E) All credentials enrolled into the new system will be enrolled per instructions from the manufacturer's PIV enrollment guide to ensure HSPD-12 and FICAM compliance. No pin codes, only enrollments will be permitted. All enrollments will be accomplished using the SCR-3310 insertion reader or approved equivalent.
- F) The EPACS system shall have all tamper switches enabled.
- G) All equipment serving the EPACS system to include controllers, and readers will be wall mounted **Location identified in Appendices A and B.**
- H) All newly installed readers must be TSA Office of Security approved, see Appendix C (Approved Product List), and meet FICAM compliance. Existing reader cabling must be compatible with the new readers at each location.
- I) All newly installed Access Control System (ACS) controllers must be TSA Office of Security approved, see Appendix C (Approved Product List).
- J) The contractor will provide, program (**Contact the manufacturer for programming info and specs for the standalone pc**) and install of a standalone PC with Velocity 3.6 SP3. The standalone PC will be configured to be the client workstation, having the ability to act as the system server and enrollment station. All security system computer-based software shall be provided with license active at the time of installation. The standalone PC will communicate with the installed controller via the SNIB3. No backdoor passwords will be applied to either the standalone pc or the SQL instance





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used as the system database. For the SQL database the default Identiv password will be used for the database password. **This computer will be installed and setup in Room 104 to facilitate TSA personnel work duties, the placement location is TBD by TSA personnel during construction.**

- K)** Upon acceptance of the system the contractor will provide the Physical Security Representative/TM with a full database backup of the system.

## **12) Training**

Contractor will provide onsite training to multiple TSA personnel to enroll, update and remove persons in the access control system, as well as how to arm/disarm and properly use the IDS. NOTE: more than one person is to be trained to prevent single point of failure. A minimum of three (3) hours of training will be conducted to ensure the local office is trained in the use and operation of all systems. At the conclusion of the training, the Contractor will provide copies of the training documentation to include class roster and list of items covered to the Federal Security Director (FSD)/ Manager at location and the TSA FSU Physical Security Representative/TM.

### **A) EPACS**

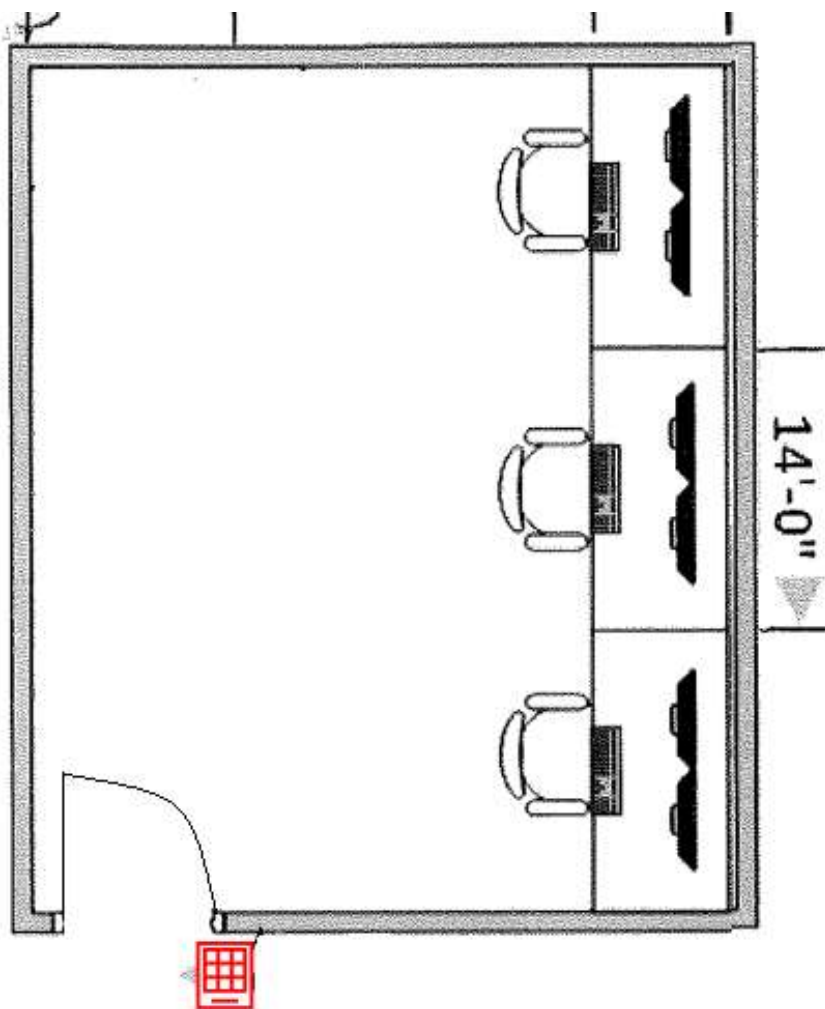
- 1) The contractor is responsible for obtaining, installing, programing, and testing a complete turnkey EPACS system (to include readers) that is approved by the TSA Office of Security. Reference the TSA Appendix C, the Approved Products List (APL) for equipment specifications.
- 2) The contractor will be responsible for all the initial input of all user codes, HSPD-12 enrollment of all TSA personnel. HSPD-12 enrollment will consist of using both the HSPD-12 PIV cards issued by TSA and a unique code for each TSA employee. Contractor will do all initial enrollments of TSA employees and provide training to TSA staff. TSA requires PIV card and PIN code authentication for all persons enrolled in the new PACS system. NOTE: GENERIC/UNIVERSAL access codes are not authorized for TSA facilities.
- 3) **The Hirsch scramble keypad and card reader should be installed to be ADA compliant (48inches to the top of the card reader).**





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**Off-Site IDF Room 104 Floor Plan Layout**







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### Index Sheet

Door Number					Room 104
TSA Door Name/Number					ISRA/Office/TSA
Selected POR Door Type					ISRA/LAN/IT Storage
IDS (Not Required)					
Action	QTY	Source	Device	Part#	
ACS					
Action	QTY	Source	Device	Part#	
Install	1	New	UTrust-TS-Readers ScramblePad	8332ABTR000	
Install	1	New	Miniature Embedded Line Module	MELM 3	
Install	1	New	1/2 inch ring extender	MBX	
Install	1	New	Heavy duty sloped flush mounting box	MB8	
Install	1	New	Request to Exit Sensor, Standard PIR Gray	DS150i	
Intercom (Not Required)					
Action	QTY	Source	Device	Part#	
Lock/Door Hardware					
Action	QTY	Source	Device	Part#	
Install	1	New	Electronic Lock - Electric Strike	HES 5000 or TBD	
Install	1	New	Medeco Core and Rekey	MED33 Interchangeable Core	
Install	1	New	Door Closer	LCN4040XPRW/PADKBZ-IML	
Install	1	New	Door Sweep	IML-ASFDS330C36	
CCTV (Not Required)					
Action	QTY	Source	Device	Part#	

### Approved Product List (APL)





IDS Components		
BOSCH	IDS Controller w/Comm Mod	B9512G-CP
BOSCH	Touch Screen Keypad	B942
BOSCH	TriTech Motions Detector 360	DS9360
BOSCH	Glassbreak detector	DS1108i
Anixter	Fiber Convertor for the Bosch SDI Bus	ADAM-4541-BE
STI	Wall Mount Duress Button w/Cover	SS2422EM-EN
ADEMCO	Covert Duress Button B	269R Duress
AMSECO	Blue Strobe	SL401B
INTERLOGIX	Recessed Door Contact 1078/1076 series DPDT (Perimeter)	1078
MAGNASPHERE	Door Contract (Perimeter & High Security Doors)	HS-L1.5-111
INTERLOGIX	Armored Door Contact (Perimeter & High Security Doors BMS)	2707AD-L
BOSCH	PLUG-IN COMMUNICATOR	B430
BOSCH	SDI Bus Amplifier Kit	B520-C
BOSCH	Zone Expander SD12 8-Input	B208
BOSCH	Zone Expander SD12 8-Output	B308
BOSCH	8103 Enclosure	D8103
BOSCH	Mounting skirt for the D8103	D9002-5
BOSCH	Transformer Security Kit	D8004
BOSCH	D101 Lock Kit	D101
BOSCH	D110 Tamper Kit 2/PKG	D110
ALTRONIX	12/24 VDC Relay 5A	RB5
KJK	Battery, 12 Volt, 7.0Ah	477967
KJK	Battery, 12 Volt, 17.0Ah	804077
Access Control Components		
Identiv	2 Door Control Panel	MX2
Identiv	4 Door Control Panel	MX-4-N3-FICAM
Identiv	8 Door Control Panel	Mx-8-N3-FICAM
Identiv	FICAM compliant Network Module	SNIB-3
Identiv	SmartProx - FICAMS Ready Mullion Mount	8032ABTR000
Identiv	SmartProx - FICAMS Ready Single Gang	8132ABTR000
Identiv	TS ScramblePad SC Utrust - FICAMS Capable	8332ABTR000
Identiv	Enrollment Station - Prox & PIV No Keypad	SCR3310v2.0
Identiv	RS-485 Reader Expansion Board	RREB
BOSCH	Request to Exit Motion (REX)	DS150i
Anixter	Remote door release	TS-18
Anixter	Pneumatic PB for MagLocks	TS-14
Identiv	Door Module	MELM3
Identiv	Miniature Embedded Line Module	MELM1
Identiv	Mounting Box - Heavy Duty Flush Mount	MB3
Identiv	Mounting Box - Heavy Duty Surface Mount	MB4
Identiv	Mounting Box - Exterior Heavy Duty Surface Mount	MB5
Identiv	Mounting Box - Heavy Duty	MB8





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	Slope Flush Mount	
Identiv	Mounting Box - Heavy Duty Slope Surface Mount	<u>MB9</u>
Identiv	Sloped Surface Mounting Box	<u>MB2SL</u>
Identiv	Mounting Box Extension	<u>MBX</u>
Identiv	Velocity Workstation	<u>HMS-WS-FP</u>
Dell	OPTIPLEX 7080 TOWER	<u>ACP CREATI</u> <u>210-AVLF</u>
KJK	Battery, 12 Volt, 7.0Ah	<u>477967</u>
KJK	Battery, 12 Volt, 17.0Ah	<u>804077</u>
Identiv	Alarm Expansion Board - 8 Inputs	<u>AEB8</u>
Identiv	Velocity Software 3.6	<u>VEL36-FED-</u> <u>VUE</u>
Data Locker	Encrypted Flash Drive Sentry one	<u>SONE004</u>
Identiv	Velocity Certificate Checking Service	<u>VEL-VCCS</u>
Identiv	Mounting Box Reader Mounting Bracket	<u>MBRMB</u>
Identiv	Blank metal faceplate assembly only.	<u>SMRIA</u>
Identiv	Supervised Balanced Mag Switch LM#	<u>SBMS3-L2HSS</u>
Identiv	Velocity Certificate Checking Service License	<u>VEL-VCCS-M</u>
<b>AiPhone Components</b>		
AIPHONE	JO Series 1 Door Kit (1-JO-DV & 1 JO-4MED)	<u>JOS-1VW</u>
AIPHONE	JO Expansion Unit (adds 2nd answering station. Needs JO-4MED)	<u>JO-1FD</u>
AIPHONE	JO series 2 Door Adapter	<u>JOW-2D</u>
AIPHONE	Master Wall Station (Interior)	<u>JO-1MD</u>
AIPHONE	Door Station (Exterior)	<u>JO-DV KITS</u>
AIPHONE	JO Series Power Supply	<u>PS-1820UL</u>
AIPHONE	JP Series KIT (Box Set with JP-DV, JP-4MED, and PS-2420U	<u>JPS-4AEDV</u>
AIPHONE	JP Sub master	<u>JP-4HD</u>
AIPHONE	JP Hands Free master	<u>JP-4MED</u>
AIPHONE	Intercom JP Series Door Station(s)	<u>JP-DA, JP-DV,</u> <u>JP-DVF</u>
AIPHONE	3 Door Relay Module	<u>RY-3DL</u>
AIPHONE	JP Series Power Supply	<u>PS-2420UL</u>
AIPHONE	Desk mount stands	<u>MCW-S-A</u>
<b>VSS/CCTV Components</b>		
BOSCH	AIO 42 CH NVR BVMS up to 48 TB BVMS (8 CH incl)	<u>DIP-5248GP-</u> <u>4HD</u>
BOSCH	Tinted bubble for Starlight 5000	<u>BUB-TIN-FDO</u>
BOSCH	IP Camera Flexidome 5000i with IR	<u>NDE-5503-AL</u>
BOSCH	IP Camera Flexidome	<u>NIN-73013-A3AS</u>





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BOSCH	IP Camera Flexidome 2MP 10-22	<u>NIN-73013-A10AS</u>
BOSCH	IP Camera Imager 2MP 10-22	<u>NAI-90022-AAA</u>
BOSCH	IP Camera PTZ 2MP 30x clear bubble	<u>VG5-7230-EPR5</u>
BOSCH	IP Camera 12MP 360	<u>NIN-70122-F0AS</u>
BOSCH	IP Camera 12MP 180	<u>NIN-70122-F1AS</u>
BOSCH	Autodome IP 5000i IR (PTZ) Outdoor	
TRIPPLITE	Small site KVM (up to 12 cameras)	<u>B032-HUA2</u>
TRIPPLITE	Large Site KVM (greater than 12 cameras)	<u>B070-008-19-IP</u>
ALTRONIX	POE injector for outdoor cameras	<u>Netway1BT</u>
TOTE VISION	10' Single Ambush Monitor	<u>LED-1003HD</u>
BOSCH	18.5inch LED Monitor	<u>UML-193-90</u>
BOSCH	23.8" Monitor	<u>UML-245-90</u>
BOSCH	32' Monitor	<u>UML-323-90</u>
BOSCH	42 inch LED Monitor	<u>UML-423-90</u>
BOSCH	55 inch LED Monitor	<u>UML-554-90</u>
BOSCH	Wall Tilt Mount for Large Monitor	<u>ST650</u>
TOTE VISION	VESA Mount 40 lbs. for Ambush and Small Monitors	<u>WM-32</u>
COMNET/MID-CHES	POE Switch 24 Port	<u>CWGE26FX2TX</u> <u>24MSPOE</u>
COMNET/MID-CHES	POE Switch 8 Port+	<u>CWGE10FX2TX</u> <u>8MSPOE</u>
COMNET/MID-CHES	MM SFP Module for all ComNet	<u>SFP-16</u>
TRIPP-LITE	Active HDMI over Ethernet 150' Trans & Receiver 1 X2	<u>B126-1A1</u>
TRIPP-LITE	Active HDMI over Ethernet 150' Trans & Receiver 1 X4	<u>B118-004-UHD-2</u>
STARTECH	1 x HDMI Male HDMI 1.4 Digital Audio/Video 3'	<u>HDMI Short</u>
TRIPP-LITE	1 x HDMI Cable Ethernet Locking Ultra HD 4K x 2K M/M 15ft	<u>HDMI Long</u>
BOSCH	Z4G4 Video Workstation (w/21"monitor)	<u>MHW-WZ4G4-HEN4</u>
BOSCH	DIVAR 7000 BVMS Server	<u>DIVAR IP 7000</u> <u>2U</u>
BOSCH	Fixed Outdoor CCTV Camera	<u>NBN-932V03-IP</u>
BOSCH	VIDEO JET 3000 Decoder	<u>VJD-3000</u>
BOSCH	VIDEO JET Decoder	<u>VJD-7513</u>
BOSCH	Video Jet Multi 4000 16 Channel Encoder	<u>VIDEOJET multi</u> <u>4000</u>
TRIPPLITE	HDMI Over Ethernet 100m Transmitter/Receiver	<u>B160-101-HDSI</u>
BOSCH	Outdoor Wall Mount	<u>VDA-WMT-DOME</u>
BOSCH	AIO Add 1 CH License	<u>MBV-1CHAN-DIP</u>





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BOSCH	AIO Add 32 CH License	MBV-BLIT-DIP
APC	SMART-UPS 2000VA Rack/Tower	SMX2000LV
APC	SMART-UPS 3000VA Rack/Tower	SMX3000LV
MIDDLE ATLANTIC	Standalone Rack 24-Inch	WRK-24SA-32
<b>Door Hardware</b>		
FOLGER ADAMS	FA/HES Door Strike 1006 Series	FOL310-1 3/4 24VDC
HES	Electric Door Strike	HES1006-630
HES	Electric Door Strike 5000 Series	HES5000
ALTRONIX	Power Supply / Charger 24V	AL600ULXPD16
ALTRONIX	Lock Power Supply	AL175ULX
MEDECO	Interchangeable Core (TBD By Locksmith)	MED320201-T-26-DLS
SAREGNT	8200/8200R/7800 electrified mortise lock (or equivalent)	
CORBIN/RUSSWIN	Electrified cylindrical lock w optional M92 REX (or equivalent)	CL33900
SECURITRON	Power Transfer (or equivalent)	CEPT-10
MEDECO	Mortised Lockset with Deadbolt & Medeco (Perimeter & High Security doors)	MAR5CP92FS/3 2D-G3
MEDECO	Cylindrical Lever Lockset with Medeco (Interior)	MAR195RFEU/2 6D-F21
MEDECO - ASSA ABLOY	Mortise Cylinder	MEH32-0275626
MEDECO - ASSA ABLOY	RUSSWIN TYPE CAM	MEDCT-Z00
MEDECO - ASSA ABLOY	MASTER KEYING CHARGES	MEMMASTERKEYING
MEDECO - ASSA ABLOY	MEDECO 3 KY-346600 DL99 M5	MEDCUTKEYDL 6PIN
MEDECO - ASSA ABLOY	LATCH PROTECTOR OUTSWING	DONLP-211-SL
MARKS USA	IC STOREROOM LEVER G1 MEDECO	MAR195RF/26D -F21
LCM	Heavy Duty Door Closure - Right Handed	LCN4011RHAL
LCM	Heavy Duty Door Closure - Left Handed	LCN4011LHAL
Dyna-Lock	Single Maglock	2268-10
PEMKO - ASSA ABLOY	Astragal	PEM305CN 84IN
MCKINNEY	Pinned Door Hinges	MCKMPB79 4.5 X 4.5 26D NRP
DON JO	Pick Plate	DONMLP-211-SL
TBD	Conduit	3/4" Conduit per foot





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Sound Attenuation Components		
ACUSTICAL SURFACES	Automatic Door Bottom Sweep	ASFDS330C36
ACUSTICAL SURFACES	Heavy Duty Adjustable Jamb Seal	ASFDS599C3684
PEMKO - ASSA ABLOY	Acoustic Door Seal Set Options	TBD By <u>STC Rating</u>
ATLAS	Sound Attenuation Self Contained Amp	AM1200
ATLAS	Power Supply for AM1200	TSD-PS24V250MA
ATLAS	Atlas Sound Volume Control for AM1200	E408-100
ATLAS	Sound Attenuation Equipment kit	GPN1200K
ATLAS	Sound Attenuation Speaker Series	M1000
COLEMAN or Equivalent	Audio Wiring - 1 Pair, 18 AWG Shielded Speaker Wire - Plenum CMP Rated	AL-1802C-2-2S-01
Miscellaneous Components		
Anixter	CAT6 24 Port Blank Patch Panel 1U	921183
Custom UPS	Custom APC UPS for specific use	TBD after Design
ALTRONIX	12VDC or 24VDC @6A supply current	AL600ULACM
ALTRONIX	12/24VDC Power Supply 1.75AMP	AL600ULXPD16
PAIGE	Patch Cable	71065403OR
PAIGE	Patch Cable	71065405OR
PAIGE	Patch Cable	71065407OR
PAIGE	Patch Cable	71065410OR
ALTRONIX	ACCESS PWR SPLY, 12VDC @ 10A	AL1012ULX-PD16
ALTRONIX	ACCESS PWR SPLY, 24VDC @ 10A	AL1024ULX-PD16
ALTRONIX	12/24VDC Power Supply 1.75AMP	ALXAL175UL
ALTRONIX	12/24VDC Power Supply 1.75AMP	PD-4
ALTRONIX	12/24VDC Power Supply 1.75AMP	PD-8
APC	External Battery Pack	SMX48RMBP2U
BOSCH/PHILIPS	Tilt Wall Mount for UML-323	UMM-WMT-32
BOSCH/PHILIPS	Monitor Mount, Wall	UMM-LW-30B
BOSCH	MTG SKIRT,SIX 3x5, 5/PKG	D9002-5
BOSCH	TRANSFORMER, 18VAC,50VA	TR1850
CISCO	Network Switch - 48 ports	SG350X-48P-K9-NA
Tripp-Lite	Low Profile Wall mounted rack 6U	SRWF6U36
MIDDLE ATLANTIC	Low Profile Wall mounted rack 9U	VWM-4-5-42K-PW
MIDDLE ATLANTIC	Solid Top - Rack	MW-ST
MIDDLE ATLANTIC	Vented Front Door	LVFD-24
MIDDLE	Rack Wheelbase	CBS-WRK-32





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ATLANTIC		
MIDDLE ATLANTIC	9 Outlet Surge Protector	PD-915R
MIDDLE ATLANTIC	21 RU Wheeled equipment rack front and back door	PTRK-21
PEMKO – ASSA ABLOY	AUTO DOOR BOTTOM 48IN	PEM4131CPKL 48IN
PEMKO - ASSA ABLOY	AUTO DOOR BOTTOM 36IN	PEM4131CPKL 36IN
PEMKO – ASSA ABLOY	DOOR BOTTOM 36IN HOLLOW METAL	PEM420ASL36
DMP	Tamper Kit W/Clip Mount	307
POWER SONIC	Battery, Sealed Lead-Acid, 12 Volt, 7.0Ah	PW-PS12120
PAIGE or Equivalent	Composite Cable 8/6, 18/4	G454932AYW
PAIGE or Equivalent	18/4c Cable	G454644AGR
PAIGE or Equivalent	22/2c Cable	G740047
PAIGE or Equivalent	22/4c Cable	G454650AWH
PAIGE or Equivalent	23/4pr CAT 6 Cable	G710636PR
PAIGE or Equivalent	Patch Cable	2754347
PAIGE or Equivalent	18/2c Cable	747180210C
PAIGE or Equivalent	Patch Cable	156063
PAIGE or Equivalent	18/3pr Cable	G741803EPR
PAIGE or Equivalent	18/4c Cable	G454644APRL
PAIGE or Equivalent	22/4c Cable	G454609BWHC
PAIGE or Equivalent	16/2c Cable	G454656BGRX
PAIGE or Equivalent	18/2c Cable	G454641APR
PAIGE or Equivalent	23/4pr Cable	G710636WH
PAIGE or Equivalent	RG6/U Cable	G740200
PAIGE or Equivalent	RJ45 CAT6 PLUG 50PK	3087261
Premise Plus	Surface Mount Keystone Box	1633157
Premise Plus	CAT 6 RJ45 Keystone Modular Insert - Black 110 Punchdown	161391
Premise Plus	BLACKBOX MOUNTING SCREWS	1522420





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	W/NUTS 50PK	
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### **PERIOD OF PERFORMANCE**

The period of performance is 120 calendar days from the Notice to Proceed.

### **DELIVERABLES AND DOCUMENTATION**

- 1) "As-Built" Drawings in either VISIO or CAD format with a clear floor plan showing all data drops and their associated labels.
- 2) Project Cabling Test Results

### **ATTACHMENTS**

1. TSA Medeco Standardized Letter
2. Visio-BIH off site Room 104 floor plan
3. Appendix
4. Site Drawing
5. Index Sheet
6. Approved Equipment List

### **WORK HOURS**

THE PROJECT WILL BE PERFORMED DURING NORMAL BUSINESS HOURS M-F 7:00 AM to 4:00 PM

### **COST PROPOSAL**

Contractor shall submit a bid proposal on the requested date **to the Contracting Officer**. Cost proposal must be submitted in a format that clearly shows unit cost breakdowns.

- a. General conditions shall be listed and itemized separately in Division – 1 rather than combined with work features.
- b. Ensure work is listed in the appropriate category.
- c. List units, quantities, material and labor costs for standard work features (carpet, paint, etc.). Lump sum costs will not be accepted.
- d. List separate line items for discrete work features. Example: list carpet and base cove separately.
- e. Overhead, profit, bond and taxes shall be separate line items listed at the end of the breakdown, usually expressed as a percentage of the project total.





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## **PROJECT TEAM**

The GSA management team for this project will be:

**Contracting Officer:** David White

**COR:** Stepan Kyutunyan

**Project Manager:** Stepan Kyutunyan

**Procurement Technician:** Michaelene Kyler

## **MATERIAL SUBMITTALS**

- a. Work schedule prior to start of the project.
- b. Product and shop drawing submittals.
- c. Updates at scheduled meetings.
- d. Closeout Package

## **PERMITS / DRAWINGS**

The contractor shall be responsible all permits/drawings for all work related to lease facilities and or federal/court buildings in accordance with, local, city, state and federal building requirements.

The Public Buildings Amendments of 1988, 40 U.S.C. 3312 (formerly section 21 of the Public Buildings Act of 1959, 40 U.S.C. 619), require that each building constructed or altered by GSA or any other federal agency shall, to the maximum extent feasible, be in compliance with one of the nationally recognized model building codes and with other applicable nationally recognized codes.

## **CLEAN-UP**

- a. The contractor will ensure construction dust does not migrate from the immediate work area to other parts of the building, including access routes. Use sticky mats and plastic barriers as needed and if applicable. The work site shall be cleaned (trash removed, floors swept and mopped or vacuumed, etc.) daily.
- b. At project completion, the contractor will professionally clean the site for user occupancy.

## **SECURITY**

Prior to start of work, the contractor shall comply with GSA Building Security requirements. Contractor to verify site access requirements and locations prior to start of work.

## **SUSTAINABLE PRODUCT REQUIREMENTS**





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GSA purchases for products and services must meet sustainable product requirements. Every contractor shall comply with these sustainable product requirements by using products that meet the criteria and standards listed in the PBS Sustainable Product Requirements document at the time of contract award, and or exercise of option modification. The contractor is also responsible for providing sufficient documentation to confirm that the products provided have the required sustainable criteria, upon the Government's request. See attached PBS Sustainable Products Requirements List.

- a. Environmental Protection Agency (EPA) Comprehensive Procurement Guideline (CPG) designated products.
- b. 10 B. ENERGY STAR® or Federal Energy Management Program (FEMP) designated products.
- c. Electronic Product Environmental Assessment Tool (EPEAT) registered products<sup>2</sup>.
- d. US Department of Agriculture (USDA) designated BioPreferred/Biobased products.
- e. EPA WaterSense or other water efficient products.
- f. Non-ozone-depleting products or alternatives listed under the EPA Significant New Alternatives Policy (SNAP).
- g. **The PBS Sustainable Products Requirements List must be included, (see Attachment A) to the Scope of Work. Any exceptions to the required green language or clauses require a written justification (see Attachment B) documented in the contract file**

## **SAFETY**

The contractor will provide a hazard free work site, complying with all Occupational Safety and Health Administration (OSHA), National Electrical Code, and all other applicable safety standards.

- a. Briefings: Prior to any worker for the Prime or subcontractors beginning work, they shall undergo a safety briefing provided by the Prime Contractor's Competent Person per OSHA requirements. This briefing shall include information on the construction limits, safety guidelines, means of egress, etc.
- b. Site and Building Access: Maintain free and unobstructed access to facility emergency services and for fire, police and other emergency response forces.
- c. Means of Egress: Do not block building exits, including paths from exits to roads.
- d. Fire Extinguishers: Provide and maintain extinguishers in construction and storage areas in accordance with 29 CFR 1926.
- e. Flammable and Combustible Liquids: Store, dispense and use liquids in accordance with 29 CFR 1926.





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- f. Existing Fire Protection: Do not impair automatic sprinklers, smoke and heat detection, and fire alarm systems without prior approval of the Contracting Officer/GSA Project Manager.
- g. Smoking: Smoking is prohibited except in designated smoking areas. Smoking is prohibited in and adjacent to construction sites.
- h. Daily Cleanup: Dispose of waste and debris from buildings daily.

### **HAZARDOUS MATERIALS**

The Contractor shall maintain on-site and submit to the Contracting Officer/GSA Project Manager, Material Safety Data Sheets (MSDS), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials brought to the work site.

Asbestos requirements:

1. Prohibiting the use of asbestos products,
2. Confirming with Building Manager no RACM is present at the work site.
3. If there is asbestos, that they follow all AHERA/OSHA/EPA standards and certification for abatement.

### **SAFEGUARDING SENSITIVE DATA AND INFORMATION TECHNOLOGY RESOURCES**

In accordance with FAR 39.105, this section is included in the contract. This section applies to all users of sensitive data and information technology (IT) resources, including awardees, contractors, subcontractors, lessors, suppliers and manufacturers. The following GSA policies must be followed. These policies can be found at <http://www.gsa.gov/directives> or <https://insite.gsa.gov/directives>.

1. CIO P 2100.1 GSA Information Technology (IT) Security Policy
2. CIO P 21 00.2B GSA Wireless Local Area Network (LAN) Security
3. CIO 21 00.3B Mandatory Information Technology (IT) Security Training Requirement for Agency and Contractor Employees with Significant Security Responsibilities
4. CIO 2104.1A GSA Information Technology IT General Rules of Behavior
5. CIO 2105.1B GSA Section 508: Managing Electronic and Information Technology for Individuals with Disabilities
6. CIO 2106.1 GSA Social Media Policy
7. CIO 2107.1 Implementation of the Online Resource Reservation Software
8. CIO 2160.4 Provisioning of Information Technology (IT) Devices
9. CIO 2162.1 Digital Signatures
10. CIO P 2165.2 GSA Telecommunications Policy
11. CIO P 2180.1 GSA Rules of Behavior for Handling Personally Identifiable Information (PII)
12. CIO 2182.2 Mandatory Use of Personal Identity Verification (PIV) Credentials
13. CIO P 1878.2A Conducting Privacy Impact Assessments (PIAs) in GSA





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- 14. CIO IL-13-01 Mobile Devices and Applications
- 15. CIO IL-14-03 Information Technology (IT) Integration Policy
- 16. HCO 9297.1 GSA Data Release Policy
- 17. HCO 9297.2B GSA Information Breach Notification Policy
- 18. ADM P 9732.1 D Suitability and Personnel Security

The contractor and subcontractors must insert the substance of this section in all subcontracts.

**Document Disposition Instructions for Non-Bidding Recipients**

- a. If you are not intending to submit a price proposal, contractor shall return the solicitation packet, scope of work and all drawings to this office.
- b. If you are not the intended recipient, you are hereby notified that any reading, copying, use or distribution (whether materially, verbally or electronically) of this document is strictly prohibited and illegal. Solicitation documents no longer needed by plan holder shall be destroyed or returned to the following address:  
280 South First Street, Room 2052  
San Jose, A 95113

\*All items in red are required to be in the scope of work



# **BID PROPOSAL FORMS FOR**

## **TSA Training Room Upgrade Project Bishop, CA**

### **ENCLOSURES:**

Bid Proposal Form  
Bid Bond  
Cashier's or Certified Check Form  
Designation of Subcontractors  
Certification Regarding Equal Employment Opportunity  
Labor Code Section 3700 Contractor's Labor Code Certification  
Labor Code Section 1725.5 Contractor and Subcontractor Registration  
Public Contract Code Section 7106 (Non-Collusion Affidavit)  
Public Contract Code Section 10162 Questionnaire  
Public Contract Code Statement (Section 10232)  
Inyo County Ordinance No. 1156 (Contracting Preference)  
Small Business Enterprise Commitment (Construction Contracts)  
Small Business Enterprise Final Report of Utilization of Small Business Enterprise



This bid was received on  
October 2, 2024 @ 2:34  
Attest: Nathan Greenberg,  
Administrative Officer and Clerk of  
the Board, Inyo County, CA.

By: Maurice Thl Sc Tech  
Assistant

### 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  
(Herein called the "County")

FROM: Sierra Security Systems, Inc.

(Herein called "Bidder")

FOR: **TSA Training Room Upgrade Project**  
(Herein called "Project")

In submitting this Bid, Bidder understands and agrees that:

**1. BID DEADLINE.** Bids must be received no later than 3:30 P.M. on October 2, 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.

**2. BID AMOUNT TOTAL.** The total amount of this Bid for provision of the services and materials for completion of the Project in accordance with the Contract Documents is set forth herein as:

BID TOTAL (IN NUMBERS): \$ 160,749.26

BID TOTAL (IN WORDS): one hundred sixty - thousand seven hundred  
forty - nine dollars and twenty - six cents

Please see GSA Specifications for details on what this bid total must include. Bidders must complete the Schedule of Values on page 2 of this bid proposal. 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.



This foregoing instrument is a true and correct copy of the original on file in this office.

Attest: 20  
Nathan Greenberg, Administrative Officer  
and Clerk of the Board, Inyo County, CA.

By: \_\_\_\_\_, Assistant

*Stamped in error*  
*MP*



Project: TSA Training Room Upgrade

Bid Date:

Item No.	Description	Units	Quantity	Unit Cost	Subtotal
1	IDF wall mounted cabinet build-out	Scope is included in other items			
2	Install timeclock, provided by TSA	EA	1	\$ 1,628.00	\$ 1,628.00
3	Horizontal Cabling				
i	Install single data drop	EA	1	\$ 853.57	\$ 853.57
ii	Install dual data drop	EA	7	\$ 1,031.00	\$ 7,217.00
4	Electrical Installation				
i	Install 120v, 20A/NEMA 5-20R duplex wall outlets	EA	4	\$ 2,493.68	\$ 9,974.72
ii	Relocate light switch	EA	1	\$ 1,481.56	\$ 1,481.56
5	Testing and Labeling	EA	1	\$ 10,217.63	\$ 10,217.63
6	Deliverables & Documentation	EA	1	\$ 3,663.00	\$ 3,663.00
7	Install wall mounted IDF cabinet w/ 24 port patch panel	EA	2	\$ 17,485.93	\$ 34,971.86
8	Pull 6-strand SM fiber from TSA Checkpoint to Room 104 via existing conduit, terminate at each end	LS	1	\$ 36,864.18	\$ 36,864.18
i	Complete final 5 ft of conduit to Annex building (under sidewalk)	LS	1	\$ 3,315.61	\$ 3,315.61
9	Install wall mounted IDF cabinet w/ 24 port patch panel	EA	2	\$ 0	\$ 0
10	Install door hardware				
i	Medeco Interchangeable Core	EA	1	\$ 1,535.51	\$ 1,535.51
ii	Mortised Lockset with Deadbolt	EA	1	\$ 1,762.14	\$ 1,762.14
iii	Hes Electric Door Strike	EA	1	\$ 1,489.94	\$ 1,489.94
iv	McKinney Pinned Door Hinges	EA	1	\$ 0	\$ 0
v	Don Jo Pick Plate	EA	1	\$ 892.14	\$ 892.14
vi	Heavy Duty Door Closure	EA	1	\$ 2,031.08	\$ 2,031.08
vii	Door Sweep	EA	1	\$ 978.82	\$ 978.82
11	Install EPACS equipment				
i	Hirsch 2 door control panel	EA	1	\$ 6,606.05	\$ 6,606.05
ii	Hirsch Utrust TS Reader	EA	1	\$ 2,776.77	\$ 2,776.77
iii	Hirsch Request to Exit	EA	1	\$ 1,006.01	\$ 1,006.01
iv	Hirsch Secure Network Interface Board 3	EA	1	\$ 3,550.83	\$ 3,550.83
v	Hirsch Door Module	EA	1	\$ 925.59	\$ 925.59
vi	Hirsch Mounting box - heavy duty slope flush mount	EA	1	\$ 1,157.13	\$ 1,157.13
vii	Hirsch Enrollment station	EA	1	\$ 2,206.21	\$ 2,206.21
viii	Hirsch Velocity Software	EA	1	\$ 6,313.83	\$ 6,313.83
ix	Hirsch Workstation	EA	1	\$ 9,450.65	\$ 9,450.65
x	Hirsch Contact enrollment reader	EA	1	\$ 1,686.04	\$ 1,686.04
xi	Hirsch Device Power Supply	EA	1	\$ 3,751.40	\$ 3,751.40
12	Provide onsite training to TSA personnel	LS	1	\$ 2,442.00	\$ 2,442.00
				Total	\$ 160,749.26

\*All work described in the GSA Scope of Work Specifications must be included in the bid, if additional items should be added to properly complete your informal bid, please contact Ashley Helms at [ahelms@inyocounty.us](mailto:ahelms@inyocounty.us) or add below:

Item No.	Description	Units	Quantity	Unit Cost	Total
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$



**3. INCLUSION OF ALL COSTS.** This Bid includes all costs for all labor, materials, tools, taxes, insurance, transportation, and other related supplies and services to perform all services and provide all materials as required by, and in accordance with, the Contract Documents for the Project.

**4. CONTRACT DOCUMENTS.** The Contract Documents shall constitute the Contract between the parties, which will come into full force and effect upon acceptance, approval, and execution by the Inyo County Board of Supervisors. The Contract Documents are complementary and are incorporated herein by reference and made a part hereof with like force and effect as if all of said documents were set forth in full herein. The Contract Documents include all documents defined as "Contract Documents" in the Standard Specifications of the Inyo County Public Works Department, dated May 2020.

**5. ACCEPTANCE.** County reserves the right to reject any and all Bids, or part of any Bid, to postpone the scheduled Bid deadline date(s), to make an award in its own best interest, and to waive any irregularities or technicalities that do not significantly affect or alter the substance of an otherwise responsible Bid and that would not affect a Bidder's ability to perform the work adequately as specified. However, this Bid shall remain open and shall not be withdrawn for a period of sixty (60) calendar days after the date designated in the Notice Inviting Bids for publicly opening this Bid. If Bidder receives written notice of the award of the Project Contract to Bidder on or before the sixtieth day, Bidder shall execute the Contract and deliver to County the executed Contract and all of the bonds, certificates and/or endorsements of insurance coverage, and other required documents no later than fifteen (15) calendar days after the date on which Bidder receives such notice.

This solicitation in no way obligates County to award a Bid Contract described herein, nor will County assume any liability for the costs incurred in the preparation and transmittal of Bids in response to this solicitation. County reserves the right to not accept any Bid, to reject any or all Bids, to reject any part of any Bid proposal, to negotiate and modify any Bid, and to waive any defects or irregularities in any Bid at County's sole discretion. Furthermore, County shall have the sole discretion to award a Bid Contract as it may deem appropriate to best serve the interests of County. In this regard, County may consider demonstrated quality of work, responsiveness, comparable experience, professional qualifications, references, and proposed fees. Awards will not be based on cost alone. County does not guarantee a minimum or maximum dollar value for any Contract(s) resulting from this solicitation.

If the Contract Documents require or permit this Bid to include two or more Alternates, County reserves the right to award the Contract for that Alternate which County, in its sole discretion, determines at the time of award to be in County's best interest.

**6. TIME OF COMPLETION.** The Bidder further specifically agrees to complete all the work no later than the Time for Completion specified in the Contract Special Provisions.

**7. ADDENDA.** The Bidder acknowledges receipt of the following Addenda and has provided for all Addenda changes in this Bid.

None



(Fill in Addendum numbers and dates Addenda have been received.  
If none have been received, enter "NONE".)

**WARNING:** IF AN ADDENDUM OR ADDENDA HAVE BEEN ISSUED BY THE COUNTY AND NOT NOTED ABOVE AS BEING RECEIVED BY THE BIDDER, THIS PROPOSAL MAY BE REJECTED.

**8. BIDDER'S BUSINESS INFORMATION.** Bidder provides the following information concerning its business:

Bidder's Name: Sierra Security Systems, Inc.

Address: 218 B South Main St,

Bishop, CA

Zip Code 93514

(The above address will be used to send notices or requests for additional information.)

Telephone: ( 760 ) - 873-6301

Federal Identification No.: 77-0197025

Contractor's License No.: #552435 State: CA

Classification: C10 Expiration Date: 12/31/2024

Type of Business (check one):

Individual ( ), Partnership ( ), Joint Venture ( )

Corporation ☒, Other (Specify): \_\_\_\_\_ ( )

Owners, Officers, Partners, or Other Authorized Representatives:

**IMPORTANT NOTICE:** If bidder or other interested person is a corporation, state legal name of corporation above and list below, names of the president, secretary, treasurer, and chief executive officer/manager thereof; if a partnership, joint venture, or other business entity, state true name of firm above and list below, names of all partners, joint venturers, or for other entities, parties having authority to act on behalf of the entity, such as officers, owners, directors; if bidder or other interested person is an individual, state first, middle, and last names in full above and write "N/A" below.

President - Harold M Rapp

Secretary / Treasurer - Chris Rapp



CEO - Steven H Rapp

---

**9. PROPOSAL GUARANTEE.** As security for the Bid, this Bid includes one of the following proposal guarantee instruments (the "Proposal Guarantee"), in the amount required by this section, as checked:

- (a) ☒ Bid Bond from a corporate surety admitted to issue such bonds in the State of California; or
- (b) ☐ Cashier's Check or Certified Check, made payable to the County of Inyo, attached to the form entitled Cashier's or Certified Check; or
- (c) ☐ Cash, in legal tender of the United States of America, enclosed in a separate envelope marked "Cash Proposal Guarantee."

The Proposal Guarantee is in the amount of Ten Percent (10%) of the total amount of the Bid. If the Contract Documents require or permit this Bid to include two or more Alternates, the amount of the Proposal Guarantee must not be less than Ten Percent (10%) of the amount of the bid total submitted for the alternate having the highest total bid amount. Only one form of Proposal Guarantee may be submitted with each Bid.

Bidder hereby agrees that County shall be entitled to payment by forfeiture of the Proposal Guarantee if County awards the Project Contract to Bidder, but Bidder fails or refuses to execute the Contract and/or furnish all of the bonds, certificates and/or endorsements of insurance coverage, and other required documents no later than fifteen (15) calendar days after the date on which Bidder receives notice of the award from County.

**10. BID PROTEST.** In the event a dispute arises concerning the bid process prior to the award of the contract, the party wishing resolution of the dispute shall submit an appeal request in writing to the County Director of Purchasing. Bidder may appeal the recommended award or denial of award, provided the following stipulations are met:

1. Only a bidder who has actually submitted a Bid Proposal is eligible to submit an appeal request/bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.
2. Appeal must be in writing. The appeal must contain a complete statement of the basis for the protest and all supporting documentation. Materials submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address and telephone number of the person representing the protesting bidder if different from the protesting bidder.



3. A copy of the protest and all supporting documents must also be transmitted by fax or by e-mail, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
4. Must be submitted within ten (10) calendar days of the date of the recommended award or denial of award letters.
5. An appeal of a denial of award can only be brought on the following grounds:
  - a. Failure to follow the selection procedures and adhere to requirements specified in the Bid Package or any addenda or amendments.
  - b. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
  - c. A violation of State or Federal law.
6. Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

Nate Greenberg, Director  
County of Inyo  
Purchasing Department  
224 N. Edwards St.  
Independence, CA 93526

County's Purchasing Director shall make a decision concerning the appeal, and notify the Proposer making the appeal, within a reasonable timeframe prior to the tentatively scheduled date for awarding the contract. The decision of County's Purchasing Director shall be deemed final.


**11. ADDITIONAL REQUIRED DOCUMENTS.** Bidder agrees that, in addition to the Proposal Guarantee, Bidder is required to submit, as a part of this Bid, the following forms properly completed, and signed as required, all of which accompany this Bid Proposal Form and are incorporated herein by this reference:

- (1) Designation of Subcontractors (Public Contract Code section 4100 et seq.)
- (2) Certification Regarding Equal Employment Opportunity (Government Code section 12900 et seq., sections 11135-11139.5)
- (3) Contractor's Labor Code Certification (Labor Code section 3700)
- (4) Contractor and Subcontractor Dept. of Industrial Relations (DIR) Registration (Labor Code section 1725.5)
- (5) Non-Collusion Affidavit (Public Contract Code Section 7106)
- (6) Public Contract Code Section 10162 Questionnaire
- (7) Public Contract Code Statement (Section 10232)
- (8) Small Business Enterprise Commitment (Construction Contracts)
- (9) Small Business Enterprise Final Report of Utilization of Small Business Enterprise



**12. DEFINITIONS.** The definition and meaning of the words used in this Bid Proposal Form are the same as set forth in **Section 1070, "Abbreviations, Symbols and Definitions,"** of the Standard Specifications of the Inyo County Public Works Department, dated May 2020.

THE UNDERSIGNED HEREBY DECLARES, UNDER PENALTY OF PERJURY ACCORDING TO THE LAWS OF THE STATE OF CALIFORNIA, THAT THE STATEMENTS, DESIGNATIONS, CERTIFICATIONS, AND REPRESENTATIONS MADE IN THIS BID PROPOSAL, INCLUDING ALL ATTACHMENTS, ARE TRUE AND CORRECT AND HE OR SHE IS THE INDIVIDUAL, MANAGING PARTNER, CORPORATE OFFICER, OR OTHER REPRESENTATIVE, DULY AUTHORIZED BY LAW TO MAKE THIS BID ON BEHALF OF BIDDER, AND BY SIGNING BELOW, MAKES THIS BID ON BEHALF OF BIDDER ACCORDING TO ALL OF THE TERMS AND CONDITIONS SET FORTH OR INCORPORATED BY REFERENCE HEREIN.

	<u>10/01/2024</u>
(Signature of Authorized Person)	(Date)

<u>Harold M Rapp</u>	<u>President</u>
(Printed Name)	(Printed Title)



# **INYO COUNTY PUBLIC WORKS DEPARTMENT**

## **TSA Training Room Upgrade Project**

### **BID BOND (BID PROPOSAL GUARANTEE)**

(Not required if a certified or cashier's check or a cash deposit accompanies the bid as a proposal guarantee)

KNOW ALL MEN BY THESE PRESENTS: That we, \_\_\_\_\_

\_\_\_\_\_  
Sierra Security Systems, Inc. as Principal, and  
(Name of Bidder)

\_\_\_\_\_  
PHILADELPHIA INDEMNITY INSURANCE COMPANY  
(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 \_\_\_\_\_  
Sixteen Thousand Seventy Four & 92/100 Dollars (\$ 16,074.92 ) 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 **TSA Training Room Upgrade 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 Bonds, Certificates of insurance, and other required documents, to the satisfaction of the Board of Supervisors of said County, no later than fifteen (15) calendar 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 2nd day of October, 20 24 A.D.

See  
Attached

(SEAL)

Sierra Security Systems, Inc.

Principal

By:

President  
(Title of Authorized Person)

218 B South Main St, Bishop, CA 93514

(Address for Notices to be sent)

PHILADELPHIA INDEMNITY INSURANCE COMPANY

Surety

By:

Valerie Ann Aber  
(Title of Authorized Person)

Valerie Ann Aber, Attorney-In-Fact

One Bala Plaza Ste 100, Bala Cynwyd, PA 19004

(Address for Notices to be sent)

**NOTE:**

**THE SIGNATURES OF THE PRINCIPAL (BIDDER) 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 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)  
168 North Edwards Street, P.O. Box Q  
Independence, California 93526



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT****CIVIL CODE § 1189**

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 INYO )On OCTOBER 02, 2024 before me, JERRY M. CORE, NOTARY PUBLIC  
Date

Here Insert Name and Title of the Officer

personally appeared HAROLD MICHAEL RAPP

Name(s) of Signer(s)

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

Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_





*[Handwritten signature]*

10/01/2024



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 ARIZONA  
COUNTY OF MARICOPA } ss.

ON 10/2/2024 BEFORE ME, Alisha Darlene Tuttle

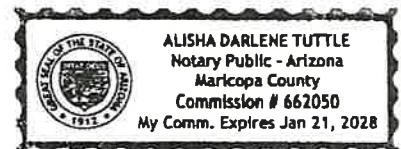
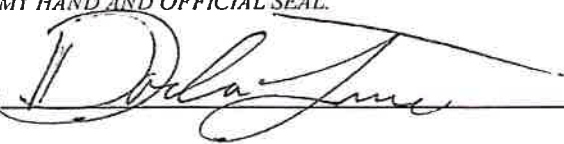
PERSONALLY APPEARED VALERIE ANN ABER, ATTORNEY-IN-FACT

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 ARIZONA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE



THIS AREA FOR OFFICIAL NOTORIAL SEAL



**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004-0950

**Power of Attorney**

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Valerie Ann Aber and Daniel Rugge of Worldwide Insurance Specialists, Inc. its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PHILADELPHIA INDEMNITY INSURANCE COMPANY** on the 14<sup>th</sup> of November, 2016.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, **PHILADELPHIA INDEMNITY INSURANCE COMPANY** HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.



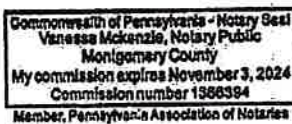
(Seal)

John Glomb, President & CEO  
Philadelphia Indemnity Insurance Company

On this 5<sup>th</sup> day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

*Vanessa McKenzie*



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5<sup>th</sup> day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 2nd day of October, 2024.



Edward Sayago, Corporate Secretary  
**PHILADELPHIA INDEMNITY INSURANCE COMPANY**



**TSA Training Room Upgrade Project**

**CASHIER'S OR CERTIFIED CHECK  
(BID PROPOSAL GUARANTEE)**

(Not required if Bid Bond accompanies the bid as a proposal guarantee)

A cashier's or certified check in the amount required as a proposal guarantee for the Bid and made payable to the County of Inyo is attached below:

[ ]

**ATTACH CHECK HERE**

[ ]

Bidder (print name): \_\_\_\_\_



## TSA Training Room Upgrade Project

### 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".

ITEM NO.	DESCRIPTION OF WORK	% OF TOTAL CONTRACT	SUBCONTRACTOR'S LICENSE TYPE, NUMBER, EXPIRATION DATE	NAME, ADDRESS, PHONE NUMBER
	none			

  
Signature of Authorized Person)

President  
(Title)

Harold M Rapp  
(Printed Name)

10/01/2024  
(Date)



CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY  
(Government Code Section 12900 et seq., Sections 11135-11139.7)

**TSA Training Room Upgrade Project**

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, sex, 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 sex. 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, Section 7285.0 et seq.), and the Provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.7).

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.

Harold M Rapp , President

(Name and Title of Signer)



Signature

10/01/2024

Date

Company Name Sierra Security Systems, Inc.

Business Address 218 B South Main St

Bishop, CA 93514



**CONTRACTOR'S LABOR CODE CERTIFICATION**  
(Labor Code Section 3700 et seq.)

**TSA Training Room Upgrade Project**

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 workers' 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.

Harold M Rapp , President

(Name and Title of Signer)



Signature

10/01/2024

Date

**Company Name**

Sierra Security Systems, Inc.

**Business Address**

218 B South Main St  
Bishop, CA 93514



**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

10/01/2024  
Date

Harold M Rapp  
Printed Name

PW-LR-1000713173  
CA DIR Registration No.



# NON-COLLUSION AFFIDAVIT

(Public Contract Code Section 7106)  
(Code of Civil Procedure Section 2015.5)

## TSA Training Room Upgrade Project

The undersigned declares:

I am the President of Sierra Security Systems, Inc., the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose. Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

10/01/2024, at Bishop, CA  
(Date) (City) (State)

Harold M Rapp, President

(Name and Title of Signer)

  
Signature

10/01/2024  
Date

Company Name Sierra Security Systems, Inc.

Business Address 218 B South Main St  
Bishop, CA 93514



## PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

### TSA Training Room Upgrade Project

In accordance 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 \_\_\_\_\_

X



10/01/2024

If the answer is yes, explain the circumstances in the following space.

By bidder's signature on the Bid Proposal Form, Bidder certifies, under penalty of perjury under the laws of the State of California, that the foregoing statements in accordance with Public Contract Code Section 10162 are true and correct.



## PUBLIC CONTRACT CODE STATEMENT (SECTION 10232)

### TSA Training Room Upgrade Project

In accordance 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.

By Bidder's signature on the Bid Proposal Form, Bidder certifies, under penalty of perjury under the laws of the State of California, that the foregoing statements in accordance with **Public Contract Code Section 10232** are true and correct.

Harold M Rapp , President

(Name and Title of Signer)

  
Signature

10/01/2024  
Date

Company Name

Sierra Security Systems, Inc.

Business Address

218 B South Main St

Bishop , CA 93514



npa *[Signature]* 10/01/2024

Department: Inyo County Public Works Department LOCATION: Bishop, CA

PROJECT DESCRIPTION: TSA Training Room Upgrade Project

TOTAL CONTRACT AMOUNT: \$ \_\_\_\_\_

BID OPENING DATE: \_\_\_\_\_

BIDDER'S COMPANY NAME: \_\_\_\_\_

TSA Training Room Upgrade Project  
Bid Proposal Forms  
Page 18



## INSTRUCTIONS – Small Business Enterprise Commitment (CONSTRUCTION CONTRACTS)

### ALL BIDDERS:

**PLEASE NOTE:** It is the bidder's responsibility to verify that the Small Business Enterprise (SBE) subcontractors are certified by the proper certifying authorities, and submit evidence of that certification with the bid. If a SBE prime contractor is not certified on the date of the bid opening, the SBE prime contractor will not qualify for the contracting preference. If the SBE subcontractor or subcontractors are not certified on the date of bid opening, that portion of that firm's participation will not count toward the minimum ten percent of the monetary value of the work needed to qualify for the contracting preference.

The form requires specific information regarding the construction contract: Total Contract Amount, Bid Opening Date, and Bidder's Name.

Indicate the appropriate bid item number (or numbers); Item of Work and description or services to be subcontracted or materials to be provided by the SBE; the SBE's business license information/expiration date, certification number and its expiration date; the SBE's contact information, including company and contact name, address, and telephone number; and the dollar amount expected to be paid to the SBE.

**IMPORTANT:** Identify **all** SBE firms participating in the project regardless of tier, including the prime contractor, if an SBE. Names of the First Tier SBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid. **Provide copies of the SBEs' quotes, and if applicable, a copy of joint venture agreements pursuant to the Subcontractors Listing Law and the Special Provisions.**

There is a column for the total SBE dollar amount. Enter the Total Claimed SBE Participation dollars and percentage amount of items of work submitted with your bid pursuant to the special provisions. (If 100% of item is not to be performed or furnished by the SBE, describe exact portion of time to be performed or furnished by the SBE.)

This form must be submitted with the bid if the bidder is attempting to qualify for the SBE contracting preference. If the bidder is not attempting to qualify for the SBE contracting preference the form does not need to be submitted.







## **INSTRUCTIONS - FINAL REPORT – UTILIZATION OF SMALL BUSINESS ENTERPRISES (SBE), FIRST-TIER SUBCONTRACTORS**

The form requires specific information regarding the construction project, including the prime contractor name and address, contract completion date, and estimated contract amount. The objective of the form is to describe who did what by bid item numbers and description, asking for specific dollar values of item work completed broken down by subcontractors who performed the work, SBE and non-SBE work forces. SBE prime contractors are required to show the date of work performed by their own forces along with the corresponding dollar value of work.

Indicate appropriate bid item number or numbers, a description of work performed or materials provided, and subcontractor name and address. For those firms who are SBE, enter the SBE certification number. The SBE shall provide their certification number to the contractor and notify the contractor in writing with the date of decertification if their status changes during the course of the project.

The form has two columns for the dollar value to be entered for the item work performed by the subcontractor. The non-SBE column is used to enter the dollar value of work performed by firms who are not certified SBEs. Enter the dollar value of work performed by firms who are SBEs in the SBE column.

If the prime contractor or a subcontractor performing work as a SBE on the project becomes decertified and still performs work after their decertification date, enter the total value performed by the contractor/subcontractor under the appropriate SBE identification column.

If the prime contractor or a subcontractor performing work as a non-SBE on the project becomes certified as a SBE, enter the dollar value of all work performed after certification as a SBE under the appropriate SBE identification column.

Enter the total of each column on the form.



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

Sierra Security Systems, Inc, **CONTRACTOR**

**for the**

TSA Training Room Upgrade **PROJECT**

THIS CONTRACT is awarded by the COUNTY OF INYO to CONTRACTOR on and made and entered into effective, January 7, 2025, by and between the COUNTY OF INYO, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and Sierra Security Systems, Inc (hereinafter referred to as "CONTRACTOR"), for the construction or removal of TSA Training Room Upgrade **PROJECT** (hereinafter referred to as "PROJECT"), which parties agree, for and in consideration of the mutual promises, as follows:

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

Title: TSA Training Room Upgrade **PROJECT**

**2. TIME OF COMPLETION.** Project work shall begin within 15 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:  
One hundred and sixty thousand, seven hundred and fifty dollars (\$ 160,750 ), adjusted by such increases or decreases as authorized in accordance with the Contract Documents, and payable at such times and upon such conditions as otherwise set forth in the Contract Documents.

**4. ALL PROVISIONS SET FORTH HEREIN.** CONTRACTOR and COUNTY agree that this Contract shall include and consist of (collectively "the Contract Documents"):

- ✓ The Bid Proposal Form
- ✓ The Bid Bond
- ✓ The Faithful Performance Bond

TSA Training Room Upgrade Project

Construction Contract – No. 147

Page 1 of 6

110822



- ✓ The Labor and Materials Payment Bond
- ✓ Insurance Specifications
- ✓ All documents as described in **Section 5-1.02, "Definitions,"** of the Standard Specifications of the Inyo County Public Works Department, dated May 2020
- ✓ The Standard Specifications of the Inyo County Public Works Department, dated May 2020
- ✓ The Special Provisions concerning this Project including the Appendices and the Plans
- ✓ Scope of Work Attachment [negotiated contracts only]
- ✓ Any and all amendments or changes to any of the above-listed documents including, without limitation, contract change orders, and any and all documents incorporated by reference into any of the above-listed documents.

All Contract Documents are attached hereto.

**5. STANDARD OF PERFORMANCE.** Contractor represents that he/she is qualified and licensed to perform the work to be done as required in this Contract. County relies upon the representations of Contractor regarding professional and/or trade training, licensing, and ability to perform the services as a material inducement to enter into this Contract. Acceptance of work by the County does not operate to release Contractor from any responsibility to perform work to professional and/or trade standards. Contractor shall provide properly skilled professional and technical personnel to perform all services under this Contract. Contractor shall perform all services required by this Contract in a manner and according to the standards observed by a competent practitioner of the profession. All work products of whatsoever nature delivered to the County shall be prepared in a manner conforming to the standards of quality normally observed by a person practicing in Contractor's profession and/or trade.

**6. INDEPENDENT CONTRACTOR.** Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee, partnership or joint venture relationship between County and Contractor, nor to allow County to exercise discretion or control over the manner in which Contractor performs the work or services that are the subject matter of this Contract; provided, however, the work or services to be provided by Contractor shall be provided in a manner consistent with reaching the County's objectives in entering this Contract.

Contractor is an independent contractor, not an employee of County or any of its subsidiaries or affiliates. Contractor will not represent him/herself to be nor hold her/himself out as an employee of County. Contractor acknowledges that s/he shall not have the right or entitlement in or to any of the pension, retirement or other benefit programs now or hereafter available to County's employees. The consideration set forth in Paragraph 3 shall be the sole consideration due Contractor for the services rendered hereunder. It is understood that County will not withhold any amounts for payment of taxes from the Contractor's compensation hereunder. Any and all sums due under any applicable state, federal or municipal law or union or professional and/or trade guild regulations shall be Contractor's sole responsibility. Contractor shall indemnify and hold County harmless from any and all damages, claims and expenses arising out of or resulting from any claims asserted by any third party, including but not limited to a taxing authority, as a result of or in connection with payments due it from Contractor's compensation.



7. **ASSIGNMENT AND SUBCONTRACTING.** The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience and competence of Contractor. Assignments of any and/or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express consent of the County. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of the County. If County consents to such subcontract, Contractor shall be fully responsible to County for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between County and subcontractor, nor shall it create any obligation on the part of the County to pay any monies due to any such subcontractor, unless otherwise required by law.

8. **INDEMNIFICATION.** Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against all claims, damages, losses, and expenses, including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the County.

9. **POLITICAL REFORM ACT.** Contractor is not a designated employee within the meaning of the Political Reform Act because Contractor:

a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the County or of any County official, other than normal Contract monitoring; and

b. Possesses no authority with respect to any County decision beyond rendition of information, advice, recommendation or counsel [FPPC Reg. 18700(a)(2)].

10. **COMPLIANCE WITH ALL LAWS.**

**Performance Standards:** Contractor shall use the standard of care in its profession and/or trade to comply with all applicable federal, state and local laws, codes, ordinances and regulations that relate to the work or services to be provided pursuant to this Contract.

a. Safety Training:

i. Contractor shall provide such safety and other training as needed to assure work will be performed in a safe and healthful manner "in a language" that is understandable to employees receiving the training. The training shall in all respects be in compliance with CAL OSHA; and

ii. Contractor working with employees shall maintain a written Injury and Illness Prevention (IIP) Program, a copy of which must be maintained at each worksite or at a central worksite identified for the employees, if the Contractor has non-fixed worksites; and

iii. Contractor using subcontractors with the approval of the County to perform the work which is the subject of this Contract shall require each subcontractor working with employees to comply with the requirements of this section.

b. Child, Family and Spousal Support reporting Obligations:

i. Contractor shall comply with the state and federal child, family and spousal support reporting requirements and with all lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations.



c. Nondiscrimination:

i. Contractor shall not discriminate in employment practices or in the delivery of services on the basis of membership in a protected class which includes any class recognized by law and not limited to race, color, religion, sex (gender), sexual orientation, marital status, national origin (Including language use restrictions), ancestry, disability (mental and physical, including HIV and Aids), medical Conditions (cancer/genetic characteristics), age (40 and above) and request for family care leave.

ii. Contractor represents that it is in compliance with federal and state laws prohibiting discrimination in employment and agrees to stay in compliance with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, et. seq.), Age Discrimination in Employment Act of 1975 (42 U.S.C. 5101, et. seq.), Title VII (42 U.S.C. 2000, et. seq.), the California Fair Employment Housing Act (California Government Code sections 12900, et. seq.) and regulations and guidelines issued pursuant thereto.

**11. LICENSES.** Contractor represents and warrants to County that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Contractor to practice its trade and/or profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract, any licenses, permits, insurance and approvals which are legally required of Contractor to practice its profession.

**12. PREVAILING WAGE.** Pursuant to **Section 1720 et seq. of the Labor Code**, Contractor agrees to comply with the Department of Industrial Relations regulations, to which this Contract is subject, the prevailing wage per diem rates in Inyo County have been determined by the Director of the State Department of Industrial Relations. These wage rates appear in the Department publication entitled "General Prevailing Wage Rates," in effect at the time the project is advertised. Future effective wage rates, which have been predetermined and are on file with the State Department of Industrial Relations are referenced but not printed in said publication. Such rates of wages are also on file with the State Department of Industrial Relations and the offices of the Public Works Department of the County of Inyo and are available to any interested party upon request. Contractor agrees to comply with County and the Department of Industrial Relations regulations in submitting the certified payroll.

**13. CONTROLLING LAW VENUE.** This Contract is made in the County of Inyo, State of California. The parties specifically agree to submit to the jurisdiction of the Superior Court of California for the County of Inyo.

**14. WRITTEN NOTIFICATION.** Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, et cetera, shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to County: County of Inyo  
Public Works Department  
Attn: Ashley Helms



168 N. Edwards  
PO Drawer Q  
Independence, CA 93526

If to Contractor: Harold Rapp  
218 S Main St #b  
Bishop, CA  
93514

**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: \_\_\_\_\_

Title: \_\_\_\_\_

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

**CONTRACTOR**

Sierra Security Systems, Inc

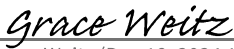
By:  \_\_\_\_\_  
Harold Rapp (Dec 23, 2024 23:06 PST)

Name: **Harold Rapp**

Title: **President**

Dated: **12/23/2024**

APPROVED AS TO FORM AND LEGALITY:

  
Grace Weitz (Dec 18, 2024 13:09 PST)  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

  
Christie Martindale (Dec 19, 2024 14:37 PST)  
County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:

  
County Risk Manager



**AGREEMENT BETWEEN THE COUNTY OF INYO AND  
Sierra Security Systems, Inc**

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**FOR THE TSA Training Room Upgrade PROJECT**

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**INSURANCE PROVISIONS**



## **Attachment: 2024 Insurance Requirements for MOST CONTRACTORS SUCH AS PAINTERS, PLUMBERS, LANDSCAPERS**

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

### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

- 1. Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2. Automobile Liability:** Insurance Services Office Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage. *(Coverage requirement may be waived if Contract scope of work specifies that performance shall be remote.)*
- 3. Workers’ Compensation** insurance as required by the State of California, with **Statutory Limits**, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. *(Provision may be waived if Contractor provides written declaration of the following: (a) Contractor has no employees and agrees to obtain workers’ compensation insurance and notify Inyo County if any employee is hired, (b) Contractor agrees to verify proof of coverage for any subcontractor, and (c) Contractor agrees to hold Inyo County harmless and defend Inyo County in the case of claims arising for failure to provide benefits.)*
- 4. Professional Liability** (Errors and Omissions): Insurance appropriate to the Contractor’s profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. *(If applicable. Professional liability insurance coverage is normally required if the contractor is providing a professional service regulated by the state, though Inyo County may require professional liability coverage from certain other types of service providers.)*

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

### **OTHER INSURANCE PROVISIONS**

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

**Additional Insured Status:** Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).



**Attachment: 2024 Insurance Requirements for  
MOST CONTRACTORS SUCH AS PAINTERS, PLUMBERS, LANDSCAPERS**

**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.

**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.

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

**Self-Insured Retentions:** Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by Inyo County. Any and all deductibles and SIRs shall be the sole responsibility of 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.

**Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Inyo County.

**Claims Made Policies:** If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.



**Attachment: 2024 Insurance Requirements for  
MOST CONTRACTORS SUCH AS PAINTERS, PLUMBERS, LANDSCAPERS**

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

***Verification of Coverage:*** Contractor shall furnish Inyo County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements and copies of all Declarations and Endorsements pages are to be received and approved by Inyo County before work commences.** However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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



PROJECT

**LABOR AND MATERIALS PAYMENT BOND**  
(100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_ as Principal, hereinafter "CONTRACTOR,"

and \_\_\_\_\_  
(Name of Corporate Surety)

as Corporate Surety, hereinafter called SURETY, are held and firmly bound unto the County of Inyo as Obligee, hereinafter called COUNTY, for the use and benefit of claimants as hereinafter defined in the amount of \_\_\_\_\_ dollars (\$\_\_\_\_\_.\_\_\_\_\_) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assignees, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written contract dated \_\_\_\_\_, 20\_\_\_\_, entered into an Contract with the County for the construction of the \_\_\_\_\_ **PROJECT** (hereinafter referred to as "PROJECT"), to be constructed in accordance with the terms and conditions set forth in the contract for the PROJECT, which contract is by reference incorporated herein, and is hereinafter referred to as the "CONTRACT."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and materials used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Contractor, or with a Subcontractor of the Contractor, for labor, materials, or both, used or reasonably required for use in the performance of the Contract. Labor and materials is construed to include, but not limited to, that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named Contractor and Surety hereby jointly agree with the County that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) calendar days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this Bond for the benefit of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The County shall not be liable for the payment of any costs or expenses of any such suit.



3. No suit or action shall be commenced hereunder by any claimant:

- a) Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the County, or the Surety above named, within ninety (90) calendar days after such claimant did or performed the last of the work or labor, or furnished the last of the material for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in any envelope addressed to the Contractor, County, or Surety, at the address below, or at any place where an office is regularly maintained for the transaction of their business. Such notice may also be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
- b) After the expiration of one (1) year following the date on which County accepted the work done under the Contract. However, if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
- c) Other than in a State Court of competent jurisdiction in and for the County or other political subdivision of the state in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed or recorded against said Project, whether or not claim for the amount of such lien be presented under and against this Bond.

---o0o---

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
(Name of Contractor)

By: \_\_\_\_\_  
(Signature)

(SEAL)

\_\_\_\_\_  
(Title of Authorized Person)



\_\_\_\_\_  
(Address for Notices to be Sent)

\_\_\_\_\_  
(Name of Corporate Surety)

By: \_\_\_\_\_  
(Signature)

(SEAL)

\_\_\_\_\_  
(Title of Authorized Person)

\_\_\_\_\_  
(Address for Notices to be Sent)

**NOTE:**

**THE SIGNATURES OF THE CONTRACTOR AND THE SURETY MUST BE  
ACKNOWLEDGED BEFORE A NOTARY PUBLIC (OR OTHER OFFICER  
AUTHORIZED UNDER CALIFORNIA LAW).**

The Labor and Materials Payment Bond must be executed by a corporate surety on this form. No substitutions will be accepted. If an attorney-in-fact signs for the surety, an acknowledged statement from the surety appointing and empowering the attorney-in-fact to execute such bonds in such amounts on behalf of the surety, must accompany the Labor and Materials Payment Bond.

ADDRESS OF COUNTY FOR NOTICES TO BE SENT TO:

**County of Inyo**

**224 N. Edwards, P.O. Box N**

**Independence, California 93526**



**PROJECT**

**FAITHFUL PERFORMANCE BOND**  
(100% OF CONTRACT AMOUNT)

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_  
\_\_\_\_\_ as Principal, hereinafter "Contractor,"  
(Name of Contractor)  
and \_\_\_\_\_  
(Name of Corporate Surety)

as Corporate Surety, hereinafter called Surety, are held and firmly bound unto the County of Inyo as Obligee, hereinafter called County, in the amount of \_\_\_\_\_ dollars (\$\_\_\_\_\_ . \_\_\_\_), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assignees, jointly and severally, firmly by these presents.

WHEREAS, Contractor has, by written Contract, dated \_\_\_\_\_, 20\_\_\_\_, entered into an Contract with the County for the Construction of the \_\_\_\_\_ **PROJECT** (hereinafter referred to as "Project"), to be constructed in accordance with the terms and conditions set forth in the Contract for the Project, which contract is by reference incorporated herein and is hereinafter referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the County.

Whenever Contractor shall be, and is declared by County to be, in default under the Contract, the County having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly either:

1. Complete the Contract in accordance with its terms and conditions; or,
2. Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible Bidder, or if the County elects, upon determination by the County and the Surety jointly of the lowest responsible Bidder, arrange for a Contract between such Bidder and County, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph, shall mean the total



amount payable by County to Contractor under the Contract and any amendments thereto, less the amount properly paid by County to Contractor.

Any suit under this Bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due, or the date on which any warranty or guarantee period expires, whichever is later.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the County named herein.

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Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

(SEAL)

\_\_\_\_\_  
(Name of Corporate Surety)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title of Authorized Person)

\_\_\_\_\_  
(Address for Notices to be Sent)

(SEAL)

\_\_\_\_\_  
(Name of Contractor)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title of Authorized Person)

\_\_\_\_\_  
(Address for Notices to be Sent)

**NOTE: THE SIGNATURES OF THE CONTRACTOR AND THE SURETY MUST EACH BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC (OR OTHER OFFICER AUTHORIZED UNDER CALIFORNIA LAW) AND THE ACKNOWLEDGMENTS MUST BE ATTACHED TO THIS BOND.**



The Faithful Performance Bond must be executed by a corporate surety on this form. No substitutions will be accepted. If an attorney-in-fact signs for the surety, an acknowledged statement from the surety appointing and empowering the attorney-in-fact to execute such bonds in such amounts on behalf of the surety must accompany the Faithful Performance Bond.

**ADDRESS OF COUNTY FOR NOTICES TO BE SENT:**

County of Inyo  
224 North Edwards Street, P.O. Box N  
Independence, California 93526



✔ Agreement completed.

2024-12-19 - 10:37:22 PM GMT



COUNTY OF INYO  
CALIFORNIA

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# INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS

ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

January 7, 2025

Reference ID:  
2024-468

### Eastern Sierra Community Housing Grant from Eastern Sierra Continuum of Care

#### 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:

Ratify and approve the Grant Agreement between the Eastern Sierra Continuum of Care and Eastern Sierra Community Housing of Mammoth Lakes for the delivery of permanent housing and innovative housing solutions in an amount not to exceed \$379,583 for the period of June 25, 2024 through June 30, 2026, contingent upon the Board's approval of future budgets, and authorize the Health & Human Services Director to sign.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

The Health and Human Services Department is requesting the Board ratify this grant agreement between the Eastern Sierra Continuum of Care and Eastern Sierra Community Housing because Inyo County Health and Human Services acts as the Collaborative Applicant and fiscal agent for the Eastern Sierra Continuum of Care. As the Collaborative Applicant, Inyo County applies for, receives, and distributes regional grant funding on behalf of Inyo, Mono and Alpine counties as well as funding designated for the Eastern Sierra Continuum of Care. Through this grant agreement, Inyo County will distribute Homeless Housing and Prevention funding to Eastern Sierra Community Housing to provide for the delivery of permanent housing and innovative housing solutions in Alpine, Inyo, and Mono counties. Specifically, Eastern Sierra Community Housing will use this grant funding to support completion of the Innsbruck Lodge, Access Apartments, and/or Silver Peaks projects. These projects are either planned, in process, or nearing completion and align with the Eastern Sierra Continuum of Care's goals of creating accessible housing for individuals who are low-income and/or unhoused in Inyo, Mono, and Alpine counties.

Innsbruck Lodge is a project to remodel a hotel in Mammoth Lakes into housing units. Recently, Eastern Sierra Community Housing was able to house five families or individuals from Inyo, Mono, and Alpine counties, and will have ten more units available in the near future. Eastern Sierra Community Housing is an active partner in the Eastern Sierra Continuum of Care and used the Housing Management Information System and Coordinated Entry System to help determine the eligibility of families for these units.

The Access Apartments project in Mammoth Lakes entails the remodeling of a commercial building into eleven low-income housing units. This project is under construction and is expected to be completed in



2025.

The Silver Peaks project in Bishop is in the planning phase, but is not fully funded at this time. This agreement allows Eastern Sierra Community Housing to utilize any remaining Homeless Housing and Prevention funds that are designated for construction cost overruns for Silver Peaks, should the project move forward.

These multi-year projects have been impacted by inflation in the cost of materials and labor. This contract will help cover inflated construction costs to ensure completion of the renovation of Innsbruck and Access Apartments, and may be used to support the Silver Peaks project in Bishop, should that move forward.

This agreement is coming before your Board as a ratification due to the time it took staff to negotiate terms and develop grant language in coordination with County Counsel. The Health and Human Services Department is fairly new to the role of acting as Collaborative Applicant on behalf of the Eastern Sierra Continuum of Care and was thoughtful in its approach to distributing this regional funding through a grant agreement. Because the Innsbruck project is near completion and the Eastern Sierra Continuum of Care has approved the use of Homeless Housing and Prevention funding for the purpose of covering cost overruns that are currently accruing, the Department is requesting ratification of the agreement to June 25, 2024 to capture and reimburse costs back to that date.

This grant agreement was separately approved by the Eastern Sierra Continuum of Care on October 14, 2024.

#### **FISCAL IMPACT:**

<b>Funding Source</b>	Grant Funded (Housing, Assistance, and Prevention Program)	<b>Budget Unit</b>	055900
<b>Budgeted?</b>	Yes	<b>Object Code</b>	5265
<b>Recurrence</b>	One Time Expense		
<b>Current Fiscal Year Impact</b>			
Not to exceed \$343,338 for the period of June 25, 2024 through June 30, 2026.			
<b>Future Fiscal Year Impacts</b>			
Not to exceed \$343,338 for the period of June 25, 2024 through June 30, 2026.			
<b>Additional Information</b>			

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

The Board may choose to not approve this contract as recommended or direct staff to attempt to renegotiate the terms within it. This is not recommended as staff has spent considerable time to arrive at the negotiated agreement and it is unlikely that other concessions will be made. Additionally, doing so could put the County's and Eastern Sierra Continuum of Care's Homeless Housing and Prevention housing funding in jeopardy of having to be returned to the State.

#### **OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

Eastern Sierra Community Housing, Alpine County Health and Human Services, Mono County Health and Human Services and Behavioral Health, Eastern Sierra Continuum of Care members

#### **STRATEGIC PLAN ALIGNMENT:**

**Thriving Communities** | Improve Housing Opportunities

#### **APPROVALS:**



Melissa Best-Baker  
Darcy Ellis  
Anna Scott  
Keri Oney  
Grace Chuchla  
John Vallejo  
Amy Shepherd  
Nate Greenberg

Created/Initiated - 6/4/2024  
Approved - 6/4/2024  
Approved - 6/10/2024  
Approved - 6/12/2024  
Approved - 12/17/2024  
Approved - 12/19/2024  
Approved - 12/19/2024  
Final Approval - 12/26/2024

**ATTACHMENTS:**

1. Eastern Sierra Continuum of Care (ESCOC) Grant Agreement



**GRANT AGREEMENT BETWEEN**

**EASTERN SIERRA CONTINUUM OF CARE**

**AND**

**MAMMOTH LAKES HOUSING (DBA EASTERN SIERRA COMMUNITY HOUSING,  
INNSBRUCK LODGE AFFORDABLE HOUSING, LLC)**

**FOR**

**DELIVERY OF PERMANENT HOUSING AND INNOVATIVE HOUSING SOLUTIONS**

**THROUGH THE**

**HOMELESS HOUSING, ASSISTANCE AND PREVENTION PROGRAM**



**GRANT AGREEMENT BETWEEN  
THE EASTERN SIERRA CONTINUUM OF CARE  
AND  
EASTERN SIERRA COMMUNITY HOUSING  
FOR  
DELIVERY OF PERMANENT HOUSING AND INNOVATIVE HOUSING SOLUTIONS**

THIS AGREEMENT is entered this \_\_\_\_ day of \_\_\_\_\_ (the "Effective Date"), by and between the Eastern Sierra Continuum of Care ("ESCOC") and EASTERN SIERRA COMMUNITY HOUSING (herein called the "Grantee").

WHEREAS, the ESCOC has applied for and received funds from the State of California (State), through the Homeless Housing, Assistance and Prevention Program (HHAP, administered by the California Interagency Council on Homelessness ("Cal ICH"); and

WHEREAS, ESCOC wishes to engage the Grantee to assist ESCOC in utilizing such funds to assist people experiencing homelessness or are at risk of experiencing homelessness in Inyo, Mono, and Alpine Counties;

NOW, THEREFORE, it is agreed between the parties hereto that:

**ARTICLE 1—PROJECT**

**SECTION 1: DEFINITIONS**

The following HHAP program terms are defined in accordance with Health and Safety Code section 50216, subdivisions (a) – (q):

(a) "Coordinated Entry System" means a centralized or coordinated process developed pursuant to Section 578.7 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019, designed to coordinate homelessness program participant intake, assessment, and provision of referrals. In order to satisfy this subdivision, a centralized or coordinated assessment system shall cover the geographic area, be easily accessed by individuals and families seeking housing or services, be well advertised, and include a comprehensive and standardized assessment tool.

(b) "Emergency shelter" has the same meaning as defined in subdivision (e) of Section 50801.

(c) "Homeless" means people that are homeless or at risk of homelessness as those terms are defined in Section 578.3 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019.

(d) "Homeless Management Information System" means the information system designated by a Continuum of Care to comply with federal reporting requirements as defined in Section 578.3 of Title 24 of the Code of Federal Regulations. The term "Homeless Management Information System" also includes the use of a comparable database by a victim services provider or legal services provider that is permitted by the federal government under Part 576 of Title 24 of the Code of Federal Regulations.



(e) “Homeless youth” means an unaccompanied youth between 12 and 24 years of age, inclusive, who is experiencing homelessness, as defined in subsection (2) of Section 725 of the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11434a(2)). “Homeless youth” includes unaccompanied youth who are pregnant or parenting.

(f) “Housing First” has the same meaning as in Section 8255 of the Welfare and Institutions Code, including all of the core components listed therein.

(g) “Navigation center” means a Housing First, low-barrier, service-enriched shelter focused on moving homeless individuals and families into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing.

## **SECTION 2: SCOPE OF WORK**

### **A. Activities**

#### **1. Eligible Activities:**

The Scope of Work (“Work”) for this Agreement shall include uses that are consistent with Health and Safety Code section 50220.5, subdivision (d)–(f), and any other applicable laws. The grantee shall expend funds on evidence-based solutions that address and prevent homelessness among eligible populations for the approved activity or activities below:

Delivery of permanent housing and innovative housing solutions, such as hotel and motel conversions.

ESCOC will consider a scope of work change if a request is submitted to ESCOC and must be for evidence-based solutions within the scope of eligible uses that address and prevent homelessness among eligible populations uses including any of the following:

- a) Operating subsidies in new and existing affordable or supportive housing units, emergency shelters, and navigation centers. Operating subsidies may include operating reserves.
- b) Services coordination, which may include access to workforce, education, and training programs, or other services needed to promote housing stability in supportive housing
- c) Systems support for activities necessary to create regional partnerships and maintain a homeless services and housing delivery system, particularly for vulnerable populations including families and homeless youth.
- d) Delivery of permanent housing and innovative housing solutions, such as hotel and motel conversions.
- e) Prevention and shelter diversion to permanent housing, including rental subsidies.
- f) New navigation centers and emergency shelters based on demonstrated need.  
Demonstrated need for purposes of this paragraph shall be based on the following:
  - (i) The number of available shelter beds in the city, county, or region served by a Continuum of Care.
  - (ii) The number of people experiencing unsheltered homelessness in the homeless point-in-time count.



- (iii) Shelter vacancy rate in the summer and winter months.
- (iv) Percentage of exits from emergency shelters to permanent housing solutions.
- (v) A plan to connect residents to permanent housing.

2. General Statement:

Grantee will utilize HHAP funds for the following eligible activities in Inyo, Mono, and Alpines Counties:

Reimbursement for construction costs for Innsbruck Lodge, Access Apartments and/or Silver Peaks projects.

3. Program Delivery:

Activity #1 Reimbursement for construction costs for Innsbruck Lodge, Access and/or Silver Peaks projects.

Activity #2 Coordinate support services with partner agencies, as appropriate

Activity #3 Participate in the local Homeless Management Information System

Activity #4 Participate in the local Coordinated Entry System

Activity #5 Participate in monthly Continuum of Care Meetings

B. Payment for Services

It is mutually agreed that ESCOC shall pay Grantee not more than the following Three hundred and forty-three thousand three hundred and thirty eight dollars- \$343,338.00.

See attached Exhibit A for project budget and eligible expenses. Any amendment to the project budget must be approved by ESCOC, which approval will not be unreasonably conditioned, delayed or withheld. Grantee is contractually obligated to expend one hundred percent (100%) of HHAP funds by June 30, 2026. Grantee is solely responsible for adherence to the Agreement.

Subject to notice and opportunity to cure, ESCOC reserves the right to discontinue, modify or withhold payments to be made under this Agreement or to require a total or partial return of any funds, including any unexpended funds under the following conditions: if ESCOC, in its sole discretion, determines that Grantee has not performed in accordance with this contract or has failed to comply with any term or condition of this Agreement; or if Grantee fails to comply with the specified grantee activities or deliverables outlined in this Agreement.

C. Project Outcomes

Pursuant to Section 4, Grantee shall annually deliver on the outcomes provided in Exhibit B.

D. Performance Monitoring

ESCOC will monitor the performance of the Grantee regarding goals and performance standards as stated above. Substandard performance as determined by ESCOC will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Grantee after written notice identifying the specific substandard performance identified by ESCOC and at least 30 days opportunity to cure, within a reasonable period of time



after being notified and allowed to cure by ESCOC, suspension or termination procedures will be initiated.

### **SECTION 3: TERM OF AGREEMENT**

The term of this Agreement is from the Effective Date and continuing through June 30, 2026.

### **SECTION 4: PROGRAM REPORTING**

#### **A. Annual Reports**

By December 15, 2024, and annually on that date thereafter until all funds have been expended, the Grantee shall submit an annual report to ESCOC in a format provided by ESCOC. Annual Reports will include a request for data on expenditures and people served with HHAP funding in addition to details on specific projects selected for the use of HHAP funding. If the Grantee fails to provide such documentation, ESCOC may recapture any portion of the amount authorized by this Agreement with a 14-day written notification and expiration of the 30 day period to cure. No later than December 15, 2027, the Grantee shall submit a final report, in a format provided by ESCOC, as well as a detailed explanation of all uses of the program funds.

#### **B. Expenditure Reports**

In addition to the annual reports, ESCOC requires the Grantee to submit quarterly expenditure reports due no later than 20 days following the end of each fiscal quarter. Grantee shall submit a report to ESCOC on a form and method provided by ESCOC that includes the ongoing tracking of the specific uses and expenditures of any program funds broken out by eligible uses listed, including the current status of those funds, as well as any additional information ESCOC deems appropriate or necessary. If the Grantee fails to provide such documentation, ESCOC may recapture any portion of the amount authorized by this Agreement with a 14-day written notification.

#### **C. Reporting Requirements**

- 1) Annual Report: The annual report shall contain detailed information in accordance with Health and Safety Code section 50222, subdivision (a). This information includes the following, as well as any additional information deemed appropriate or necessary by Cal ICH:
  - (1) Data collection shall include, but not be limited to, information regarding individuals and families served, including demographic information, information regarding partnerships among entities or lack thereof, and participant and regional outcomes.
  - (2) The performance monitoring and accountability framework shall include clear metrics, which may include, but are not limited to, the following:



- (1) The number of individual exits to permanent housing, as defined by the United States Department of Housing and Urban Development, from unsheltered environments and interim housing resulting from this funding.
  - (2) Racial equity, as defined by the council in consultation with representatives of state and local agencies, service providers, the Legislature, and other stakeholders.
  - (3) Any other metrics deemed appropriate by the council and developed in coordination with representatives of state and local agencies, advocates, service providers, and the Legislature.
- (3) Data collection and reporting requirements shall support the efficient and effective administration of the program and enable the monitoring of jurisdiction performance and program outcomes.
- 2) Expenditure Report: The expenditure report(s) shall contain data on expenditures of HHAP funding including but not limited to obligated funds, expended funds, interest accrued, and other funds derived from HHAP funding.
  - 3) Final Expenditure Plan: During the final fiscal year of reporting, grantees may be required to include a plan to fully expend HHAP grant funding. This plan must be submitted with the quarterly expenditure report in a format to be provided by ESCOC. ESCOC reserves the right to request that Grantee return funds to ESCOC in the period after the Final Expenditure Plan is submitted.
  - 4) ESCOC may require additional supplemental reporting with reasonable written notice to the Grantee.

Grantee may, at their discretion, fully expend their HHAP allocation prior to the end date of the grant term and will not be required to submit quarterly fiscal reports after the quarter in which their allocation was fully expended.

## **SECTION 5: CONTINUUM OF CARE REQUIREMENTS**

The Grantee is required to actively participate in the following:

- Continuum of Care meetings: Grantee will attend monthly Continuum of Care meetings and provide public reports at the request of ESCOC. Grantee may be allowed no more than two annual absences from monthly Continuum of Care Meetings.
- Homeless Management Information System (HMIS): Grantee will have no less than one HMIS license through its sponsor EASTERN SIERRA COMMUNITY HOUSING and comply with all HMIS policies and procedures.
- Coordinated Entry System (CES): Grantee will ensure that programs funded under this grant are known by CES with a written standard for referrals.

## **SECTION 6: NOTICES**

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, personal delivery, fax or other electronic means. Any notice delivered or sent as



aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

ESCOC

Eastern Sierra Continuum of Care  
1360 North Main Street, Suite 201  
Bishop, CA 93514  
760-878-0232  
mbestbaker@inyocounty.us

Grantee

EASTERN SIERRA COMMUNITY HOUSING  
P.O. Box 260  
Mammoth Lakes, CA 93546  
760-934-4740  
[patricia@eschousing.org](mailto:patricia@eschousing.org)

## **ARTICLE 2—FINANCIAL MANAGEMENT AND GENERAL REQUIREMENTS**

### **SECTION 1: PAYMENTS AND BUDGET**

#### **A. General Statement**

ESCOC shall provide funding to the Grantee its allowable costs for the services identified in this Agreement not to exceed the amounts delineated in the budget located in Exhibit A.

Allowable costs shall mean those necessary and proper costs identified in the Grantee's application and budget and approved by ESCOC. Such disbursement shall constitute full and complete payment by the ESCOC under this Agreement.

#### **B. Budget & Disbursement**

Any amendments to the budget must be approved in writing by ESCOC. ESCOC may require a more detailed budget breakdown than the one contained herein, and the Grantee shall upon request provide such supplementary budget information in a timely fashion in the form and content prescribed by ESCOC.

HHAP funding may only be expended on allowable costs set in this Agreement. In the event that ESCOC determines that any funds were expended by the Grantee for unauthorized or ineligible purposes or the expenditures constitute disallowed costs in any other way, ESCOC may order repayment of the same. The Grantee shall remit the disallowed amount to ESCOC within thirty (30) days of written notice of the disallowance.

Grantee is contractually obligated to expend one hundred percent (100%) of HHAP funds by June 30, 2026. The Grantee agrees that upon expiration of this Agreement, the Grantee shall transfer to ESCOC any HHAP funds on hand at the time of the expiration not spent or encumbered for eligible costs and any accounts receivable attributable to the use of HHAP funds.

#### **C. Breach and Remedies**



**Breach of Agreement**

Breach of this Agreement includes, but is not limited to, the following events:

- Grantee's failure to comply with the terms or conditions of this Agreement.
- Use of, or permitting the use of, HHAP funds provided under this Agreement for any ineligible activities.
- Any failure to comply with the deadlines set forth in this Agreement.

**Remedies for Breach of Agreement**

In addition to any other remedies that may be available to ESCOC in law or equity for breach of this Agreement, ESCOC may:

- Bar the Grantee from applying for future HHAP funds;
- Revoke any other existing HHAP award(s) to the Grantee;
- Require the return of any unexpended HHAP funds disbursed under this Agreement;
- Require repayment of HHAP funds disbursed and expended under this Agreement for ineligible activities;
- Require the immediate return to ESCOC of all funds derived from the use of HHAP funds; Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or participation in the technical assistance in accordance with HHAP requirements.

All remedies available to ESCOC are cumulative and not exclusive. ESCOC may give written notice to the Grantee to cure the breach or violation within a period of not less than 30 days from the date the notice of default is issued.

This Agreement may be terminated by ESCOC immediately and without notice for cause or by ESCOC without cause upon **thirty (30) days'** written notice of termination to Grantee. Upon termination, Grantee shall be entitled to compensation for Services performed up to the effective date of termination, unless this Agreement is terminated for cause, in which case, ESCOC may withhold compensation due Grantee in order to reimburse ESCOC for any losses, damages or expenses caused by Grantee's default under this Agreement.

**SECTION 2: DOCUMENTATION OF COSTS, FINANCIAL REPORTING, AND GENERAL CONDITIONS**

The Grantee will be required to maintain books, records, documents, and other evidence directly related to performance of the work for a minimum of five (5) years in accordance with Generally Acceptable Accounting Principles (GAAP). Costs shall be supported by properly executed payrolls, time records, invoices, vouchers or other official documentation, as evidence of the nature and propriety of the charges.

All accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible, and upon reasonable notice, ESCOC shall have the right, at its own expense, to audit the records of the Grantee as they relate to the Agreement and the activities and services described herein.

The Grantee shall also:

- Comply with all applicable State and Federal laws, regulations, and requirement and all provisions of this Agreement.
- Comply with and obtain at its own expense, if necessary, all applicable Federal, State, City or Municipal standards for licensing, certifications and operation of facilities and programs, and



accreditation and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

- Comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.
- Comply with the nondiscrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The nondiscrimination provisions in Section 109 of the Housing and Community Development Act of 1974 are still applicable, which stipulates that no person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part pursuant to this Agreement.
- Maintain an effective system of internal fiscal control and accountability for all HHAP funds and property acquired or improved with HHAP funds, and ensure the same are used solely for authorized purposes.
- Keep a continuing record of all disbursements by date, check number, amount, vendor, description of items purchased and line item from which the money was expended, as reflected in the Grantee's accounting records.
- Maintain payroll, financial, and expense reimbursement records for a period of five (5) years after receipt of final payment under this Agreement.
- Permit inspection and audit of its records with respect to all matters authorized by this Agreement by representatives of ESCOC at any time during normal business hours and as often as necessary.
- Inform ESCOC concerning any funds allocated to the Grantee, that the Grantee anticipates will not be expended during the term of this Agreement, and permit the reassignment of the same by ESCOC to other Grantees.
- Provide budget and disbursement amendments as outlined in Article 2, Section 1B above.
- Repay ESCOC any funds in its possession at the time of the termination of this Agreement that may be due to ESCOC.
- Have processes in place (satisfaction surveys, Board representation, grievance procedures, etc.) which receive, document and utilize the input from low-income persons potentially benefiting or affected by the program or project covered under this Agreement.

### **SECTION 3: PROGRAM INCOME**

If applicable, Grantee shall report monthly on all program income generated by activities carried out with HHAP funds made available under this Agreement. The Grantee may use such income only during the term of this Agreement and only for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to ESCOC at the completion of the Agreement.

### **SECTION 4: INELIGIBLE COSTS**



HHAP funds shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the program and the eligible uses identified in Health and Safety Code section 50220.5.

ESCOC reserves the right to request additional clarifying information to determine the reasonableness and eligibility of all uses of the funds made available by this Agreement. If the Grantee use HHAP funds to pay for ineligible activities, the Grantee shall be required to reimburse these funds ESCOC.

An expenditure which is not authorized by this Agreement, or by written approval of ESCOC or Cal ICH, or which cannot be adequately documented, shall be disallowed and must be reimbursed ESCOC by the Grantee.

Cal ICH, at its sole and absolute discretion, shall make the final determination regarding the allowability of HHAP fund expenditures.

Program funds shall not be used to supplant existing local funds for homeless housing, assistance, or prevention. Administrative costs are not an allowable expense for this grant program.

## **SECTION 5: GRANTEE RESPONSIBILITY**

Grantee is responsible for the completion of the Project or full operation of the program activities required under this Agreement, but only to the extent the full grant funding is provided to the Grantee through HHAP.

## **SECTION 5: SEVERABILITY**

It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be invalid, illegal or in conflict with any law, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

## **SECTION 6: DRUG-FREE WORKPLACE CERTIFICATION**

Certification of Compliance: By signing this Agreement, Grantee, and its subcontractors, hereby certify, under penalty of perjury under the laws of the State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

1. Publish a statement notifying employees and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section f(8355(a)(1).
2. Establish a Drug-Free Awareness program, as required by Government Code section 8355(a)(2) to inform employees, contractors, or subcontractors of the following:
  - a. The dangers of drug abuse in the workplace;
  - b. Subcontractor's policy of maintaining a drug-free workplace;
  - c. Any available counseling, rehabilitation, and employee assistance programs; and



- d. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- 3. Provide, as required by Government Code 8355 (a)(3), that every employee and/or subcontractor who works under this Agreement:
  - a. Will receive a copy of Grantee's drug-free policy statement, and
  - b. Will agree to abide by terms of Grantee's condition of employment or subcontract.

## SECTION 7: ENTIRE AGREEMENT

This Agreement and the attached exhibits constitute the entire agreement between ESCOC and the Grantee for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between ESCOC and the Grantee with respect to this Agreement.

## SECTION 8: NO THIRD-PARTY BENEFICIARIES

Except as expressly provided otherwise, this Agreement is intended to be solely for the benefit of the parties and shall not otherwise be deemed to confer upon or give to any other person or third party any remedy, claim, cause or action or other right.

## SECTION 9: GOVERNING LAW AND JURISDICTION

This Agreement shall be construed in accordance with the laws of the State of California. In the event of any dispute over the Agreement's terms and conditions, the exclusive venue and jurisdiction for any litigation arising there under shall be in the Superior Court of Inyo County, California, and, if necessary for exclusive federal questions, the United States District Court for the Eastern District of California.


IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the most recent signatory.

Grantor:  
Eastern Sierra Continuum of Care

\_\_\_\_\_  
Anna Scott, Chairperson

Date: \_\_\_\_\_

Grantee:

  
\_\_\_\_\_  
Patricia Robertson (Dec 12, 2024 10:48 PST)  
Patricia Robertson, Executive Director

Date: \_\_\_\_\_



# EXHIBIT A: PROJECT BUDGET

Innsbruck Lodge	Final Development Budget	Awarded Budget	Grant Sources <i>*All sources are grants and do not require repayment</i>
Land and Acquisition	\$3,503,887	\$2,700,000	Homekey
Rehab Costs	\$2,562,374	\$1,000,000	Town of Mammoth
Architecture & Soft Costs	\$736,167	\$550,000	Mono County
Insurance & Taxes	\$33,165	\$1,550,000	Homekey Match
Permit & DIF	\$45,303	\$160,000	Homekey Application Bonus
Replacement Reserves	\$31,019	\$343,338	Continuum of Care (HHAP)
Contingency	\$120,000	\$141,131	Mammoth Lakes Housing
		\$400,000	Town of Mammoth - last in
		\$187,445	MLH - Other
<b>Total</b>	<b>\$7,031,914</b>	<b>\$7,031,914</b>	



## EXHIBIT B: PROJECT OUTCOMES

OUTCOME	DATA	METHOD OF MEASURING DATA
Number of homeless persons served		
Number of youth served (unduplicated count)		
Number of homeless households served		
Number of unsheltered homeless persons served		
Length of time spent as homeless before entry into the program or project		
Number of homeless persons exiting the program to permanent housing		
Number of persons that return to homelessness within 6 months of exiting program		





# INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS

ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

January 7, 2025

Reference ID:  
2024-999

### CalAIM Grant Acceptance Probation ACTION REQUIRED

#### ITEM SUBMITTED BY

Jeffrey Thomson, Chief Probation Officer

#### ITEM PRESENTED BY

Jeffrey Thomson, Chief Probation Officer

#### RECOMMENDED ACTION:

A) Accept the CalAIM grant award in the amount of \$2,500,000 from California Department of Health Care Services for the provision of Medi-Cal services in the 90 days prior to release, as requested by the Department of Health Care Services (DHCS) through its CalAIM 1115 Demonstration request; and  
B) Authorize the Chief Probation Officer to sign the participation agreement and to be the County's authorized representative for the Inyo County Probation Department's CalAIM program.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

The CalAIM Justice-Involved initiative ensures continuity of coverage through Medi-Cal pre-release enrollment and provides key services to support a successful re-entry. Under the initiative, county jails, county youth correctional facilities, and state prisons:

- Ensure all eligible individuals are enrolled in Medi-Cal prior to release.
- Provide targeted Medi-Cal health care services to youth and eligible adults in the 90 days prior to release to prepare them to return to the community and reduce gaps in care. Eligible adults include those who have a mental health diagnosis or suspected diagnosis, a substance use disorder or suspected diagnosis, a chronic clinical condition, a traumatic brain injury, intellectual or development disability, or are pregnant or postpartum. All incarcerated youth in a youth correctional facility are eligible with no clinical criteria required.
- Provide "warm handoffs" to health care providers to ensure that individuals who require behavioral and other health care services, medications, and other medical supplies (e.g., a wheelchair) have what they need upon re-entry.
- Work with community-based care managers to offer intensive, community-based care coordination for individuals at re-entry, including through Enhanced Care Management.
- Work with community-based care managers to make Community Supports (e.g., housing supports or food supports) available upon re-entry if offered by their managed care plan.

CalAIM is a far-reaching, multiyear plan to transform California's Medi-Cal program and to make it integrate more seamlessly with other social services.

PATH JI Round 3 funding will provide integral support dollars for the planning and implementation of



reentry support services. As outlined in the CalAIM Section 1115 Demonstration approval, each county is qualified to apply for funding to prepare for the provision of targeted pre-release Medi-Cal services to individuals in state prisons, county jails, and youth correctional facilities. This applies to counties who are already providing these services and to counties who do not have a correctional facility.

Inyo County has not had a full-time juvenile hall for years. However, the Probation Department is still responsible for implementing the processes, protocols, and technology system modifications necessary to support the pre-release enrollment and suspension processes that will help ensure Medi-Cal coverage upon reentry into the community, and to facilitate access to needed Medi-Cal covered services for clients.

This funding would be used to provide a number of services such as capacity-building for technology, hiring of staff, organizational restructuring, and other resources.

#### **FISCAL IMPACT:**

<b>Funding Source</b>	Grant Funded (CalAIM)	<b>Budget Unit</b>	023100
<b>Budgeted?</b>	No	<b>Object Code</b>	
<b>Recurrence</b>	One-Time Implementation Funds	<b>Sole Source?</b>	N/A

**If Sole Source, provide justification below**

<b>Current Fiscal Year Impact</b>
Up to \$2,500,000, only a portion of which will be used this Fiscal Year.
<b>Future Fiscal Year Impacts</b>
The balance of funds may be used through March 31, 2026.
<b>Additional Information</b>

The grant period is from April 1, 2024, and March 31, 2026.

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

The Board could choose to not accept the award, which would prevent Probation from receiving funds to help fund the CalAim initiative. There are no consequences for not accepting the funds. However, the funds would help with the required implementation of the CalAim Justice Involved Initiative.

#### **OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

Probation Department, HHS, Sheriff's Office

#### **STRATEGIC PLAN ALIGNMENT:**

**Thriving Communities** | Enhanced Health, Social, & Senior Services  
**High Quality Services** | Improved Access to Government

#### **APPROVALS:**

Nate Greenberg	Created/Initiated - 12/29/2024
Jeffrey Thomson	Approved - 12/30/2024
Darcy Ellis	Approved - 12/30/2024
Amy Shepherd	Approved - 12/30/2024
John Vallejo	Approved - 12/30/2024
Keri Oney	Approved - 12/30/2024
Nate Greenberg	Final Approval - 12/30/2024



**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

January 7, 2025

Reference ID:  
2024-927

### Regional Broadband Update County Administrator NO ACTION REQUIRED

#### ITEM SUBMITTED BY

Scott Armstrong, Regional Broadband Coordinator

#### ITEM PRESENTED BY

Scott Armstrong, Regional Broadband Coordinator

#### RECOMMENDED ACTION:

Receive a presentation on regional broadband.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

Scott Armstrong, Regional Broadband Coordinator, will provide an update on broadband-related activities.

#### FISCAL IMPACT:

There is no fiscal impact associated with this agenda item.

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

#### OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

#### STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Community Supporting Infrastructure Improvements

#### APPROVALS:

Scott Armstrong  
Darcy Ellis  
Scott Armstrong  
Nate Greenberg

Created/Initiated - 12/30/2024  
Approved - 12/30/2024  
Approved - 12/30/2024  
Final Approval - 12/30/2024

#### ATTACHMENTS:

- 2024 Winter Inyo Broadband Update





# Broadband Update County of Inyo

January 7, 2025

<https://ConnectedEasternSierra.net/>





# Overview

- Project Awards Update
- Grant Programs Update
- Middle-Mile Broadband Initiative
- IMBC Website Updates
- Links to Highlight
- Questions & Other Updates
- Acronyms for Reference





# Project Awards Update

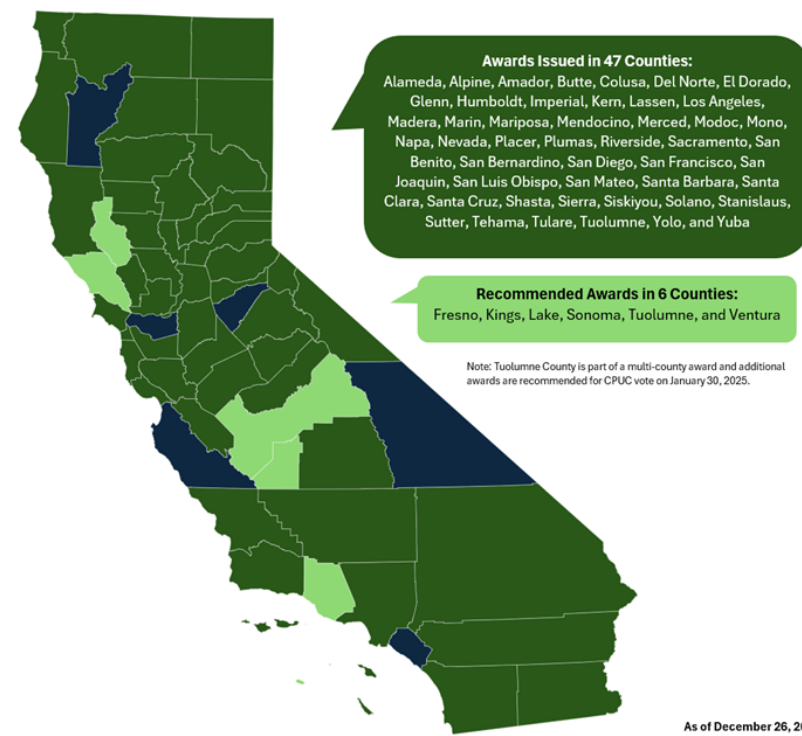
- FFA Construction
- LATA Design
- USDA RD BTA Design
- CAF II Construction
- RDOF Construction
- [Grant Awards Summary Page](#)





# Project Awards: FFA

- CPUC Federal Funding Account
- County of Mono – Approved (2 Years)
- Town of Mammoth Lakes – Approved (2 Years)
- County of Inyo – Pending Approval







# Project Awards: LATA

- CPUC Local Agency Technical Assistance
- Completion by January 2025
- Golden State Connect Authority:
  - County of Mono
  - Town of Mammoth Lakes
- Onward (Inyo Networks):
  - County of Inyo





# Project Awards: USDA RD BTA

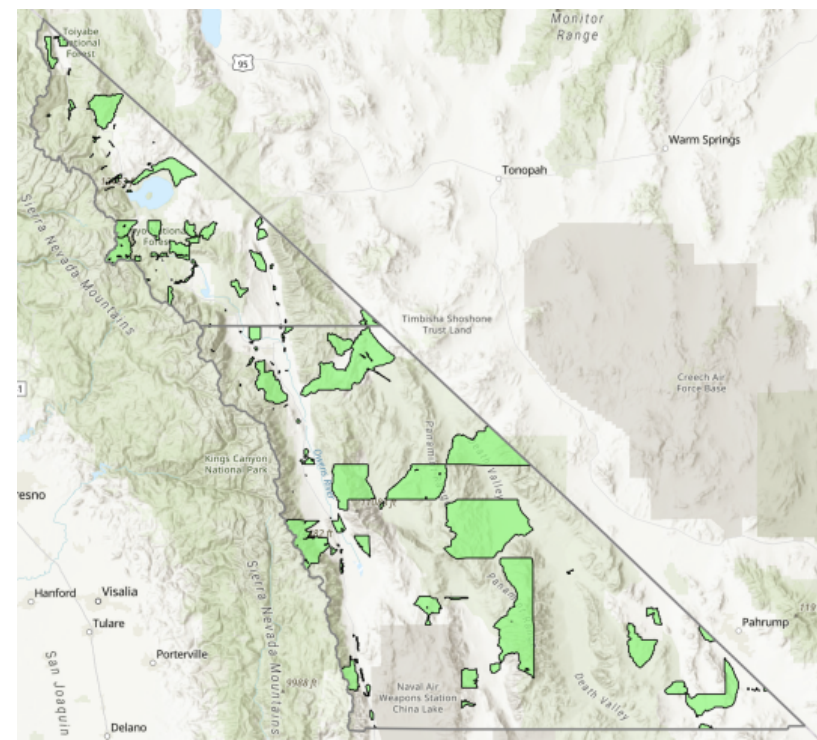
- USDA Rural Development Broadband Technical Assistance
- Completion by September 2025
- Mono County: Hammil
- Inyo County: Furnace Creek & Park Village





# Project Awards: CAF II

- FCC Connect America Fund Phase II
- 10-Year Program, Awards in 2018
- Project Areas Funded by CAF II are Not Eligible for BEAD
- Geolinks & Viasat Project Areas

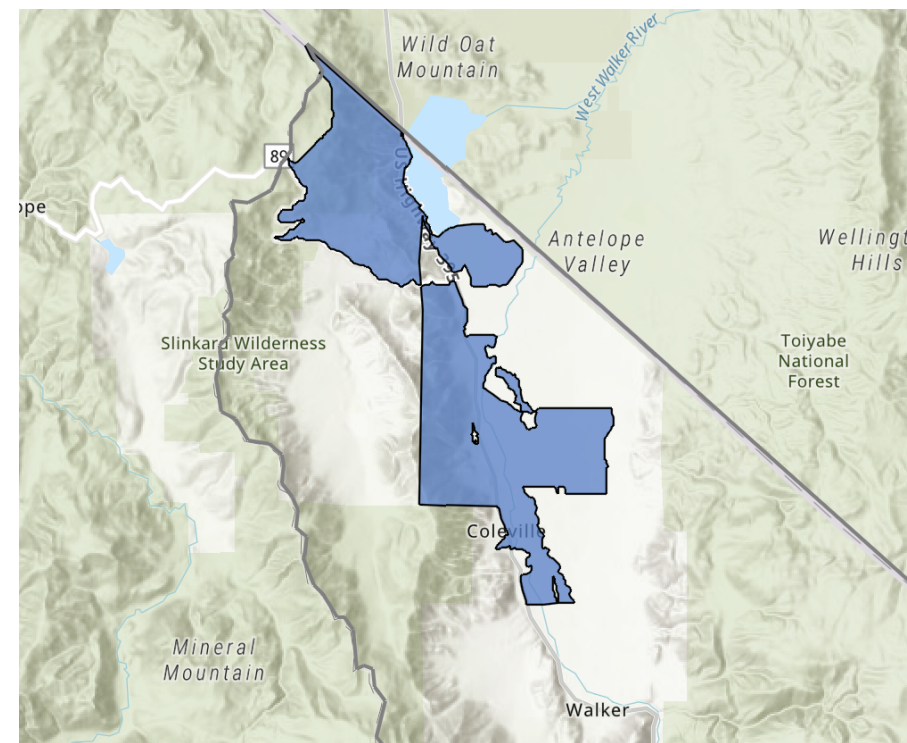






# Project Awards: RDOF

- FCC Rural Digital Opportunity Fund
- 10-Year Program, Awards in 2018 and 2019
- Project Areas Funded by RDOF are Not Eligible for BEAD
- Frontier Project Areas Only







# Grant Programs Update

- CASF Consortia Grant
- BEAD
- CASF Infrastructure Account





# Grants: CASF Consortia Grant

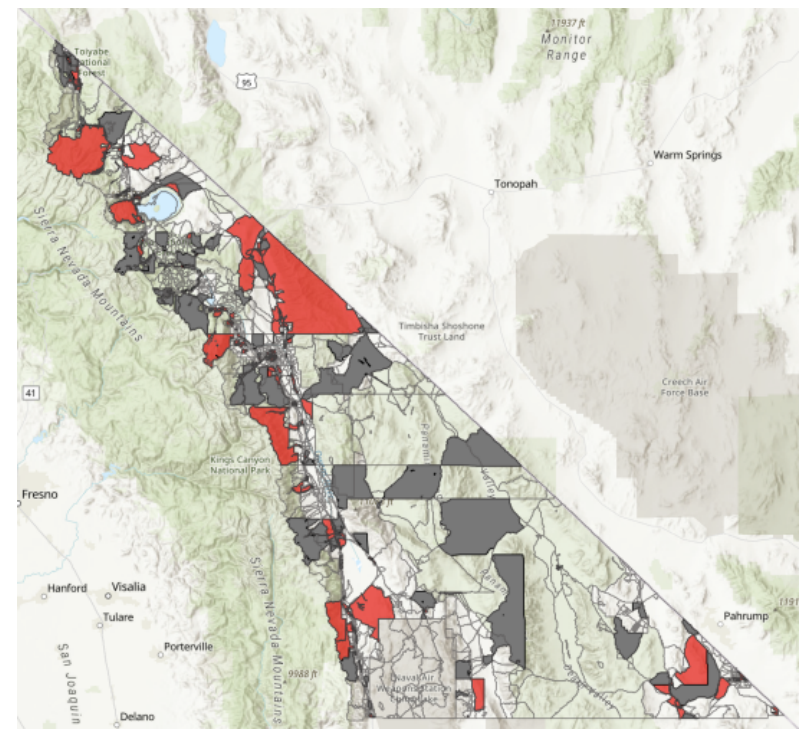
- CASF Rural & Urban Regional Broadband Consortia Account
- Year 3 of 3: February 1, 2025 – January 31, 2026
- Funds the [IMBC Work Plan](#)
- Expecting another 3-Year Opportunity this Summer
  - Some Discussions of Slightly Modified Program Objectives





# Grants: BEAD

- NTIA Broadband Equity, Access, and Deployment Program
- Grant Application Window Expected in Spring 2025
- “All Unserved Locations”
- Excludes Federal Enforceable Commitments
- [BEAD-Eligible Areas \(in Red\)](#)







# Grants: CASF Infrastructure Grant

- CASF Broadband Infrastructure Grant
- No Application Window in 2024
- Expecting Grant Application Window Spring 2025
- Variable Matching Funds Requirement





# Middle-Mile Broadband Initiative

- MMBI (the Project) & MMBN (the Network)
  - Current [MMBI Network Map](#)
- Digital 395 Network is Part of the MMBN
  - Sale Closed October 31, 2024
  - Transfer of Remaining Agreements
  - Middle-Mile Infrastructure Only
  - CBC Retains Last-Mile Infrastructure & Customers







# IMBC Website Updates

- Work Plan References & Last Updated Date & Time
- Navigation Menu Updates
- Updated [Project Locations](#) Information
- [Broadband Needs Estimator](#)

## Broadband Needs Estimator Tool

This page includes three tools to help you estimate how much bandwidth you will need depending on the number and type of devices in your home, an easy, no-fuss speed test that will run on this page, and a map to help you find your house and determine which Internet Services Providers (ISPs) are in your area.

- The Bandwidth Calculation tool is based on the FCC's Broadband Speed Guide: <https://www.fcc.gov/consumers/guides/broadband-speed-guide>.
- To run the speed test to Test Your Current Broadband Speed, simply click on the blue Start button – it will run in the window while you work with the other two tools.
- You can type your address in the "Find address or place" window in the upper right corner of the map below. A list of possible matches should appear – click on your location's address in the list. The view should zoom to your location and highlight it with a circle. Click in that circle to open the data window. You can click the greater-than or less-than symbols in the data window to scroll through the different ISPs as well as the types and bandwidth speeds of services offered.
- Toward the bottom of this page you will find links to the service sign-up pages for the major providers in our region.

## Calculate Your Suggested Bandwidth

Enter the number of devices in the blue boxes below, then click the Calculate Totals button. To reset the numbers, click the Reset Values button.

Number of Laptop Computers:	<input type="text" value="0"/>	Suggested Bandwidth:	<input type="text" value="20"/>	Total (Mbps):	<input type="text"/>
Number of Tablet Computers:	<input type="text" value="0"/>	Suggested Bandwidth:	<input type="text" value="10"/>	Total (Mbps):	<input type="text"/>
Number of Smartphones:	<input type="text" value="0"/>	Suggested Bandwidth:	<input type="text" value="5"/>	Total (Mbps):	<input type="text"/>
Number of Connected TVs:	<input type="text" value="0"/>	Suggested Bandwidth:	<input type="text" value="15"/>	Total (Mbps):	<input type="text"/>
Number of **other devices**:	<input type="text" value="0"/>	Suggested Bandwidth:	<input type="text" value="10"/>	Total (Mbps):	<input type="text"/>

Total Suggested Bandwidth for all Devices (Mbps):

## Test Your Current Broadband Speed







# Links to Highlight

- [FFA Recommendations and Awards](#)
- [California Broadband for All](#)
- [Middle-Mile Broadband Initiative](#)
- [California BEAD Program](#)
- [IMBC Website](#)





# Questions & Other Updates





# Acronyms

- ACP – Affordable Connectivity Program
- BEAD – Broadband Equity, Access, and Deployment (NTIA grant program)
- CAF II – Connect America Fund Phase II
- CASF – California Advance Services Fund (CPUC)
- CBC – California Broadband Cooperative (Digital 395 network)
- CDT – California Department of Technology
- CPUC – California Public Utilities Commissions
- FCC – Federal Communications Commission
- GSCA – Golden State Connect Authority JPA (RCRC)
- GSN – Golden State Net – MMBI Third Party Network Administrator
- IMBC – Inyo-Mono Broadband Consortium (ESCOG, CASF Consortia Grant)
- JPA – Joint Powers Authority
- MMBI – Middle-Mile Broadband Initiative (CDT)
- MMBN – Middle-Mile Broadband Network (GSN-managed network)
- NTIA – National Telecommunications & Information Administration
- RCRC – Rural County Representatives of California
- RDOF – Rural Digital Opportunity Fund
- USDA RD – US Department of Agriculture Rural Development





# INYO COUNTY BOARD OF SUPERVISORS

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NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS

ASST. CLERK OF THE BOARD



## AGENDA ITEM REQUEST FORM

January 7, 2025

Reference ID:  
2024-985

### Presentation on Facility Access Improvements and Updates to a County Plan Document

#### County Administrator - Risk Management

NO ACTION REQUIRED

#### ITEM SUBMITTED BY

Aaron Holmberg, Risk Manager

#### ITEM PRESENTED BY

Aaron Holmberg, Risk Manager

#### RECOMMENDED ACTION:

Receive the annual presentation from the Americans with Disabilities Act Coordinator regarding facility access improvements and updates to the Inyo County Self Evaluation and Transition Plan.

#### BACKGROUND / SUMMARY / JUSTIFICATION:

The Inyo County Americans with Disabilities Act (ADA) Task Force is a work/discussion group composed of the ADA Coordinator (chair), Program Integrity and Quality Assurance Senior Manager, Deputy County Counsel, County Administrative Officer, Inyo-Mono Association for the Handicapped representative Adelina Rico, Public Works Director, Assistant Director of Public Works, Building and Maintenance Supervisor, Building Technical Official, and the Senior Budget Analyst. The Task Force meets no less than quarterly to advise and coordinate access improvements for County-operated facilities in compliance with the proactive approach to continuous improvement in accessibility described in the Inyo County Self Evaluation and Transition Plan.

The Task Force met six times in calendar year 2024. The ADA Coordinator will provide a verbal report of progress and a description of projects with access improvements underway.

The Transition Plan was last re-adopted by the Board with item 2023-40 on 12/12/23. The Task Force has clarified and updated some language since then, but no material change has occurred. The ADA Coordinator recommends that the Board accept the updates but defer re-adoption of the Transition Plan until a material change is recommended by the Task Force at some point in the future. The current version of the Transition Plan is always available from the ADA Coordinator at [risk@inyocounty.us](mailto:risk@inyocounty.us).

#### FISCAL IMPACT:

The Task Force does not have a budget. Most access improvements prioritized by the Task Force are included in budgets for the related projects. The ADA Coordinator supervises a small fund for small projects to facilitate expeditious improvements. For 24/25, that small fund was budgeted for \$94,262.00.

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



The Board could decline to hear from the Americans with Disabilities Act (ADA) Coordinator and/or decline to accept the recommended updates to the Transition Plan document. The annual update is specified as required of the ADA Coordinator as Chair of the ADA Task Force.

#### **OTHER DEPARTMENT OR AGENCY INVOLVEMENT:**

Public Works, County Counsel, Health and Human Services, Inyo-Mono Association for the Handicapped

#### **STRATEGIC PLAN ALIGNMENT:**

**High Quality Services** | Improved Access to Government

**High Quality Services** | Improved County Facilities

#### **APPROVALS:**

Aaron Holmberg	Created/Initiated - 12/12/2024
Darcy Ellis	Approved - 12/13/2024
Aaron Holmberg	Approved - 12/13/2024
Keri Oney	Approved - 12/16/2024
Grace Weitz	Approved - 12/16/2024
John Vallejo	Approved - 12/16/2024
Amy Shepherd	Approved - 12/16/2024
Nate Greenberg	Final Approval - 12/26/2024

#### **ATTACHMENTS:**

1. Updated Inyo County ADA Transition Plan
2. ADA Task Force Description and Statement of Purpose



**County of Inyo**  
**Americans with Disabilities (ADA)**  
**Self-Evaluation & Transition Plan**  
*“Inyo ADA Transition Plan”*



**Updated December 2024**

*Previously adopted update was 12/12/23:  
Inyo County Board of Supervisors, Resolution No. 2023-40*



## **I. INTRODUCTION**

The County of Inyo strives to be welcoming for all residents and visitors. As such, the County is committed to nondiscrimination on the basis of disability in all services, programs, activities, policies, and practices provided to the public in full compliance with Title II of the Americans with Disabilities Act or “ADA” (Title 28, Code of Federal Regulation, part 35), and the California Building Code (Title 24, California Code of Regulations, part 2). This Transition Plan demonstrates compliance with the ADA.

The County Administrative Officer (CAO) is ultimately responsible for ADA compliance. The telephone number for the CAO in Independence is 760.878.0373. You may reach ADA Coordinator Aaron Holmberg at 760.872.2908 or [risk@inyocounty.us](mailto:risk@inyocounty.us).

Public involvement is strongly encouraged to assist the County of Inyo in achieving an inclusive environment for individuals with disabilities and to assure ADA compliance. Public notices about the rights of the public under the ADA and the responsibility of the County are available at [www.inyocounty.us/risk-ADA](http://www.inyocounty.us/risk-ADA). This document was developed with significant involvement and work by key stakeholders. The County would especially like to thank the following for their support and contributions: the current and former members of the Inyo County Board of Supervisors, current and former County Administrative Officers, Inyo-Mono Association for the Handicapped, and all current and former members of the ADA Task Force.

Independent of this Inyo ADA Transition Plan (hereafter, “Transition Plan”), it is the policy of the County not to discriminate against qualified individuals with disabilities in regard to the following: recruiting procedures for job candidates; hiring and advancement decisions; terms, conditions, and privileges of employment; compensation; training opportunities; and disciplinary actions, demotions, and/or terminations. The County complies with all federal and state laws concerning the employment of persons with disabilities and acts in accordance with regulations and guidance issued under the Americans with Disabilities Act (ADA) by the Equal Employment Opportunity Commission (EEOC); and the regulations issued under the California Fair Employment & Housing Act (FEHA) by the California Fair Employment & Housing Council, and FEHA enforcement guidance from the California Department of Fair Employment & Housing.

## **II. GOALS AND OBJECTIVES**

This transition plan is regularly updated. It describes how the County intends to identify and address access and participation barriers to County facilities, services, resources, programs, and activities. The following goals and objectives are consistent with the intent of the ADA.

Overall Goals:

1. Ensure and promote program accessibility.
2. With respect to each building and facility, prioritize physical access solutions that may serve the greatest number of individuals with disabilities.



3. Ensure and promote access to County online programs, activities, and resources for individuals with sensory disabilities, including sight and hearing impairments.
4. With respect to each online or digital resource, prioritize development and access solutions that may serve the greatest number of individuals with disabilities.
5. Be flexible and accommodate emerging needs.
6. Promote Universal Design (equitable use, flexibility in use, simple and intuitive use, perceptible information, tolerance for error, low physical effort, and size/space for approach and use) in all project designs.
7. Strive for uniform level of physical access for the public within each building and facility correlated with capital improvement planning and budgeting, while ensuring program accessibility.
8. Coordinate and budget each project with other projects and with the County department that may benefit most.
9. Balance projects to remove architectural barriers with facility acquisition plans, as the quantity and quality of accessible features that can be provided in new facilities are greater than those created by alteration projects.

#### ADA Task Force Objectives

- A. Support and advise Inyo County Information Services regarding provision of ADA-compliant online resources at least annually.
- B. Support and advise departments regarding ADA improvement projects to undertake and prioritization of recommended and existing projects subject to emerging needs, funding, and new construction opportunities.
- C. Review progress by departments on their project schedules, and update Appendix A as necessary. It is the intent of the Task Force to support and advise, but not supervise or manage, the activities of those departments.
- D. Review the Transition Plan at least annually and report to the Board of Supervisors regarding any recommended Plan revisions (other than Appendix A).

### **III. SELF-EVALUATION**

This Transition Plan shows continuous improvement. It is subject to regular audit, review and periodic supplementation. Consultants, County staff, and others with specific expertise, as well as knowledgeable stakeholders, have spent considerable time and effort evaluating barriers and access to County programs, services, and activities since the early 1990s. As a public entity, funding and staffing challenges may periodically delay some progress and documentation; however, the Board of Supervisors empowers the ADA Task Force to help keep the County on track and progressing with the Transition Plan in accordance with the ongoing evaluation process and overall strategy.

### **IV. PRIORITIZATION & METHOD OF ABATEMENT**

Staffing, legislative and regulatory amendments, and competing financial conditions can, at times, impact and limit the County's ability to remove barriers in the most expeditious manner.



All other things being equal, solutions that benefit the greatest number of persons shall be expedited ahead of other solutions.

The County intends to comply with the current California Disabled Accessibility Guidebook (Cal DAG) as well as the principles of Universal Design while following this sequence for barrier removal and facility replacements (examples provided do not represent a complete listing of the items to be addressed):

1. Public use and program service areas within each location.
2. Employee-controlled public use or service areas within each location.
3. Employee-only facilities, ancillary facilities, and amenities.

Within these categories, the intended prioritization order is: (1) approach and entrance (such as structure access); (2) access to goods and services (such as counter access); (3) access to toilet rooms; and then (4) additional access to such things as drinking fountains and public telephones and fire alarms. Further additional access follows with other amenities, such as kitchens, lounge, and play areas.

## **V. ONGOING ASSESSMENT AND INVENTORY OF BARRIERS**

Prioritization, project status, and general funding plans are inventoried and updated for each location in the attached Appendix A on a three-year cycle. The update process is comprehensive. The ADA Coordinator may keep records to track the process between updates. Abatement scheduling considers physical and personnel resources, capital planning, grants, private/public investments, and available revenues. The ADA Task Force is authorized and directed to update Appendix A.

As an example of its barrier-assessment process, the County contracted in 2015 with an independent consulting firm to assist in identifying County facilities and infrastructure with potential barriers to persons with disabilities within the jurisdiction of the County to resolve. The County's ADA Task Force has utilized and built upon that firm's work and other sources in ongoing efforts to evaluate, prioritize, and address barriers to program accessibility. The ADA Coordinator and the Senior Building Official periodically reevaluate public areas to update Appendix A to support the mission of the ADA Task Force. Many issues have been resolved, some have been modified, and a few have been added. Progress continues in the best interest of the people served. The self-evaluation and transition process is working.

## **VI. COMPLAINT & GRIEVANCE PROCESS**

Community involvement, from all sectors of the County, is vital to continuous improvement of the County for the collective public. This includes business, industry, visitors, and residents. Public comment (including complaints) is welcome in the best interest of serving the greater community. The ADA Coordinator is the point of contact for individuals with disabilities to request auxiliary aids and services, policy modifications, and other reasonable accommodations, or to file a complaint with the County. The ADA Coordinator also works with



the Director of Public Works on the ADA Task Force to address structural barrier removal issues. The ADA Grievance procedure is available at: <https://www.inyocounty.us/risk-ADA>.

County of Inyo ADA Coordinator Aaron Holmberg welcomes input regarding ADA issues on behalf of the County ADA Task Force, which meets regularly to identify and discuss ways of addressing any ADA accessibility issues in county facilities. His contact information follows:

- Email: [risk@inyocounty.us](mailto:risk@inyocounty.us)
- Telephone: 760.872.2908
- Fax: 760.872.4319
- Address: 1360 North Main Street, Ste 256, Bishop, California 93514.

## **VII. SUMMARY**

The County of Inyo strives to be world class, and discrimination is not tolerated. This living document is an important tool to help and guide the County in reducing barriers to County services, programs, and activities. County of Inyo appreciates feedback, input, suggestions, and comments. Input and involvement are vital to the County's ability to achieve equality of access and to assure compliance with applicable legal and regulatory standards. The County intends to review annually, and to update this Transition Plan as necessary.

## **VIII. APPENDIX A: INVENTORY OF BARRIERS & SCHEDULE TO ADDRESS**

The Transition Plan's inventory of barriers and schedule to address is documented in Appendix A. It contains a summary of ADA-related barriers and priorities for abatement reflective of the stated goals, objectives, and methods of this Transition Plan. The ADA Task Force updates Appendix A as specified in Section V.



## 20241212 - updates to ADA Transition Plan-AppA.xlsx

Inyo Loc #	Address	Barriers/Obstacles	Barrier/Obstacles intended to address within 12 months	Next barrier/obstacles intended to address within 5 years
112	Millpond Recreational Area (public areas, not concession bldg), 220 Sawmill Rd, Bishop	(A) Play areas are not accessible, (B) some pathways are not accessible.	A	B
502	Annex, 168 N Edwards, Independence	(A) elevator requires repair, (B) ADA parking requires updates, (C) Path of travel to entrance not accessible, (D) entrance not accessible, (E) certain interior pathways and features not accessible, (F) upstairs restroom features not accessible.	A	Reassess
506	County Jail (public spaces), 550 S CLAY St, Independence	(A) lobby display and service counters not accessible.	A	Reassess
606	Lone Pine COB, 310/312 Jackson St, Lone Pine	(A) Lack of ramp to entrance, (B) certain interior pathways and features not accessible, (C) certain restroom features not accessible.	A	B, C
611	Diaz Lake, 5001 S HWY 395, Lone Pine	(A) Play area not accessible, (B) certain features of the pay station are not accessible, (C) lack of ADA parking, (D) some pathways are not accessible.	A	B, C, D
501	Courthouse (includes library), 168 N Edwards, Independence	(A) Certain paths of travel to entrances not accessible, (B) entrance not accessible, (C) ADA parking requires updates, (D) certain interior pathways and features not accessible, (E) upper floors not accessible (alternative service location available), (F) certain restroom features not accessible (accessible restrooms available next door), (G) wayfinding and signage to accessible pathways requires updates	A, B	C, D, F, H, G
401	Big Pine Senior Center, 180 DEWEY, Big Pine	(A) certain restroom features not accessible, (B) ADA parking requires updates, (C) certain interior pathways and features not accessible, (D) certain exterior paths of travel not accessible, (E) entrance to kitchen not accessible.	A	B, C, D
408	Taboose Creek CG, 10 Tinnemaha Rd, Big Pine	(A) Lack of ADA parking, (B) some pathways are not accessible, (C) ADA picnic tables needed.	C	A, B
409	Tinnemaha CG, 2060 Tinnemaha Rd, Big Pine	(A) Lack of ADA parking, (B) some pathways are not accessible, (C) ADA picnic tables needed.	C	A, B
602	Spainhower (Lone Pine) Park, 430 N MAIN St, Lone Pine	(A) ADA parking requires upgrades, (B) certain restroom features are not accessible, (C) pathway to Gazebo not accessible.	C	A, B
406	Mendenhall Park, HWY 395, Big Pine	(A) Certain restroom features are not accessible, (B) some pathways are not accessible, (C) lack of ADA parking, (D) play areas not accessible.	D	A, B, C
407	Baker Creek CG, 1010 Baker Creek Rd, Big Pine	(A) Needs additional ADA parking, (B) some pathways are not accessible, (C) certain restroom features are not accessible, (D) ADA picnic tables needed.	D	A, B, C
108	Bishop Landfill, 110 Sunland Reservation Rd, Bishop	Dumping facilities may not be accessible, but staff is directed to assist persons with disabilities.	Not required at this time	Not required at this time
405	Big Pine Transfer Station, 150 Big Pine Dump Road, Big Pine	Dumping facilities may not be accessible, but staff is directed to assist persons with disabilities.	Not required at this time	Not required at this time
511	Independence Landfill, 500 Dump Road, Independence	Dumping facilities may not be accessible, but staff is directed to assist persons with disabilities.	Not required at this time	Not required at this time
609	Lone Pine Landfill, 450 Substation Rd, Lone Pine	Dumping facilities may not be accessible, but staff is directed to assist persons with disabilities.	Not required at this time	Not required at this time



## 20241212 - updates to ADA Transition Plan-AppA.xlsx

Inyo Loc #	Address	Barriers/Obstacles	Barrier/Obstacles intended to address within 12 months	Next barrier/obstacles intended to address within 5 years
301	Laws Railroad Museum, 202 Silver Canyon Road, Bishop (300 series locations)	(A) Path of travel to entrance not accessible, (B) entrance not accessible, (C) ADA parking requires updates, (D) certain interior pathways and features not accessible, (E) certain restroom features not accessible, (F) historic issues.	On Hold Pending Asset Transfer	On Hold Pending Asset Transfer
102	Bishop Library, 210 Academy, Bishop	(A) certain interior pathways and features not accessible, (B) certain restroom and drinking fountain features not accessible. Path of travel to entrance and an entrance are not accessible, but an alternative compliant entrance is available.	Planning/Scoping	A, B
103	PW B&S office (377 W Line St), Bishop - shared with City of Bishop	(A) certain interior pathways and features not accessible (service counter height and entry door function)	Planning/Scoping	A
107	Wellness Center, 586 Central Avenue, Bishop	(A) Certain restroom features not accessible. An entrance is not accessible, but an alternative compliant entrance is available.	Planning/Scoping	A
115	Izaak Walton Park, 3600 W Line St, Bishop	(A) Play areas are not accessible, (B) certain restroom features are not accessible.	Planning/Scoping	A, B
116	Starlite Park, 880 Starlite Drive, Bishop	(A) Play areas are not accessible, (B) lack of ADA parking, (C) some pathways are not accessible.	Planning/Scoping	A, B, C
120	Progress House, 536 N SECOND St, Bishop	(A) Certain interior pathways and features not accessible, (B) path of travel to entrance not accessible, (C) entrance not accessible, (D) ADA parking requires updates	Planning/Scoping	A, B
121	Pleasant Valley CG, 250 Pleasant Valley Dam Rd, Bishop	(A) Certain restroom features are not accessible, (B) ADA picnic tables needed, (C) some pathways are not accessible.	Planning/Scoping	A, B, C
504	Indy Admin (public spaces), 224 N Edwards, Independence	(A) certain interior features in public spaces not accessible	Planning/Scoping	A
505	Water Department Building (west entrance, restroom, lobby, office, board room), 135 S JACKSON, Independence	(A) ADA parking requires updates, (B) certain interior pathways not accessible, (C) certain restroom features not accessible	Planning/Scoping	A, B, C
513	Independence Creek CG, 1005 Onion Valley Rd, Independence	(A) Certain restroom features are not accessible, (B) certain features of the pay station are not accessible, (C) lack of ADA parking, (D) some pathways are not accessible.	Planning/Scoping	A, B, C, D
519	Legion Hall, 201 S Edwards, Independence	(A) Path of travel to entrance not accessible, (B) entrance not accessible, (C) ADA parking requires updates, (D) certain interior pathways and features not accessible, (E) certain restroom features not accessible. There is no elevator to access top floor, but that area is not open to the public.	Planning/Scoping	A, B, C
520	Dehy Park, 435 N Edwards, Independence	(A) ADA parking needs upgrades, (B) certain restroom features are not accessible, (C) play areas are not accessible, (D) some pathways are not accessible.	Planning/Scoping	A, B, C, D
604	Portuguese Joe CG, 101 Tuttle Creek Rd, Lone Pine	(A) Certain restroom features are not accessible, (B) certain features of the pay station are not accessible, (C) some pathways are not accessible, (D) lack of ADA parking.	Planning/Scoping	A, B, C, D
605	Lone Pine Library, 125 BUSH St, Lone Pine	(A) lack of ADA parking, (B) certain interior pathways and features not accessible. Restroom is not accessible, but restroom is not open to the public.	Planning/Scoping	A, B



## 20241212 - updates to ADA Transition Plan-AppA.xlsx

Inyo Loc #	Address	Barriers/Obstacles	Barrier/Obstacles intended to address within 12 months	Next barrier/obstacles intended to address within 5 years
610	Lone Pine Airport Terminal, 1452 S MAIN, Lone Pine	(A) Path of travel to entrance not accessible, (B) entrance not accessible, (C) lack of ADA parking, (D) certain interior pathways and features not accessible, (E) certain restroom features not accessible.	Planning/Scoping	A, B, C, D, E
708	Furnace Creek Library, 201 Nevares, Furnace Creek 92328	(A) Path of travel to entrance not accessible, (B) entrance not accessible, (C) lack of ADA parking, (D) certain interior pathways and features not accessible, (E) certain restroom features not accessible.	Planning/Scoping	Pending usage review
801	Tecopa Community Ctr, 405 Tecopa Hot Springs Road, Tecopa	(A) Path of travel to entrance and entrance not accessible, (B) ADA parking requires upgrades, (C) certain restroom features not accessible, (D) certain interior features not accessible	Planning/Scoping	A, B, C, D
802	Library, HHS office, and adjacent playground, 408 Tecopa Hot Springs Road, Tecopa	(A) Certain paths of travel are not accessible, (B) certain restroom features not accessible	Planning/Scoping	A, B
503	Health Fiscal Services, 155 E Market, Independence (No Public Access)	(A) Path of travel to entrance not accessible, (B) entrance not accessible, (C) ADA parking requires updates, (D) certain interior pathways not accessible, (E) conference room not accessible, (F) certain restroom features not accessible	Postpone (no public access)	Reassess
507	Juvenile Hall, 201 MAZOURKA CANYON ROAD, Independence	(A) Path of travel to entrance not accessible, (B) ADA parking requires updates, (C) certain interior pathways and features not accessible, (D) certain restroom features not accessible, (E) wayfinding and signage require updates	Postpone (no public access)	Reassess
202	Bishop Airport (BIH) Terminal, 703 N Airport Dr, Bishop	(A) Path of travel to entrance not accessible, (B) entrance not accessible, (C) ADA parking requires updates, (D) certain interior pathways and features not accessible, (E) certain restroom features not accessible.	Reassess	Pending reassessment
403	Animal Control facilities, 1001 County Rd, Big Pine	(A) ADA parking requires updates, (B) certain interior pathways and features not accessible, (C) certain restroom features not accessible.	Reassess	Pending reassessment
412	Big Pine Library, 500 S Main, Big Pine	(A) Path of travel to entrance not accessible, (B) entrance not accessible, (C) ADA parking requires updates, (D) certain interior features not accessible. This is not a County building.	Reassess	Pending reassessment
516	Eastern California Museum, 155 N Grant St, Independence	(A) certain interior pathways and features not accessible, (B) certain restroom features not accessible, (C) certain exhibits not accessible. An entrance is not accessible, but there is an accessible entrance.	Reassess	Pending reassessment
601	Lone Pine Substation (public areas), 726 N MAIN St, Lone Pine	(A) ADA parking requires updates, (B) wayfinding and signage require updates, (C) certain interior pathways and features not accessible	Reassess	Pending reassessment
608	LPSC - Statham Hall, 138 Jackson St, Lone Pine	(A) Path of travel to entrance not accessible, (B) lack of ADA parking, (C) certain interior pathways and features not accessible	Reassess	Pending reassessment
510	Independence Park, 609 S EDWARDS, Independence	(A) pathway to restroom not accessible. (B) There is no ADA parking, but it is not required as there is no designated parking at this time.	Request acquisition of parking area.	A, B





## **Group Description and Purpose**

- I. GROUP NAME: Inyo County's County Facility ADA Task Force
- II. TYPE OF GROUP: Closed Task Force (work/discussion group)
- III. MEMBERSHIP (NUMBER OF MEMBERS, TERMS, AND TERM LIMITS):
  - a. Current Members: County ADA Coordinator (chair), PIQA Senior Manager, Deputy County Counsel, CAO, IMAH Stars Adelina Rico, PW Director, Asst. Director of PW, Building and Maintenance Supervisor, Building Technical Official, Senior Budget Analyst.
  - b. Advisory Support depending on agenda: Chief Information Officer or designee.
  - c. As a work/discussion group that advises and coordinates only, no minutes are required, quorum is irrelevant, term limits do not apply, and no attendance record is taken.
- IV. GROUP CHAIR: County ADA Coordinator
  - a. Chair or designee emails a summary of activity to the CAO quarterly
  - b. At the direction of the CAO, chair or designee may provide an oral annual update to the Board of Supervisors in open or closed session as directed by CAO.
  - c. Chair sets meeting agendas and coordinates meetings.
- V. GOAL:

This group meets no less than quarterly to review facility<sup>1</sup> accessibility, consider and prioritize projects related to continuous accessibility improvement, coordinate with affected departments to encourage, support, and expedite such improvements. This is not a budgeted decision-making body.
- VI. PURPOSE AND RESPONSIBILITIES:
  - a. Maintain the Inyo County Self Evaluation and ADA Transition Plan as a proactive approach to continuous improvement in accessibility for all
  - b. Understand, discuss, and evaluate ongoing assessments
  - c. Understand, discuss, evaluate, and make recommendations on improvements
  - d. Discuss and evaluate outstanding projects
  - e. Review and make recommendations regarding resource allocation
  - f. Fulfill workgroup obligations as set forth in County's ADA Transition Plan
  - g. Convene meetings no less than quarterly.
- VII. MEETING DAY AND TIME:

Meets bimonthly (February, April, June, August, October, and December) on the third Thursday at 1:30 p.m. to 2:30 p.m., via teleconference, subject to needs and desire of the group.

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<sup>1</sup> The insertion of "and electronic" may continue to be discussed for adoption at future meetings.





Amy Shepherd  
Auditor- Controller  
[ashepherd@inyocounty.us](mailto:ashepherd@inyocounty.us)

(760) 878-0343  
(760) 872-2700  
(760) 876-5559  
FAX: (760) 878-0391

**COUNTY OF INYO**  
OFFICE OF THE AUDITOR-CONTROLLER  
P. O. Drawer R  
Independence, California 93526

CHRISTIE MARTINDALE  
Assistant Auditor-Controller  
[cmartindale@inyocounty.us](mailto:cmartindale@inyocounty.us)

HEATHER WILLIAMS  
Management Analyst  
[hwilliams@inyocounty.us](mailto:hwilliams@inyocounty.us)

KORTNI GIRARDIN  
Payroll Manager  
[kgirardin@inyocounty.us](mailto:kgirardin@inyocounty.us)

SHIELA WARD  
Administrative Analyst  
[sward@inyocounty.us](mailto:sward@inyocounty.us)

RUSTY HUERTA  
Payroll Analyst  
[rhuerta@inyocounty.us](mailto:rhuerta@inyocounty.us)

MARISSA SILVAS  
Office Technician III  
[msilvas@inyocounty.us](mailto:msilvas@inyocounty.us)

GRAE BIGGS  
Office Technician II  
[gbiggs@inyocounty.us](mailto:gbiggs@inyocounty.us)

MARISA CLARKSON  
Office Technician I  
[mclarkson@inyocounty.us](mailto:mclarkson@inyocounty.us)

December 19, 2024

Honorable Board of Supervisors  
County of Inyo  
Independence, Calif. 93526

Honorable Board Members:

In Accordance with Section and 26920 of the Government Code and your orders of February 5, 1950 and January 3, 1956, an actual count of money in the hands of the Treasurer was made on this date. The count showed the funds to be in balance, pending written verification of inactive accounts.

Very Truly Yours,

Amy Shepherd  
Auditor-Controller

By: , Deputy  
Marissa Silvas



**FOR SEPTEMBER 28, 2024-DECEMBER 05, 2024**

Amount of money that should be in the treasury on DECEMBER 05,2024

Subscribed and sworn to before me this 19th day of December