



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



AMENDED AGENDA

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

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

REGULAR MEETING

February 25, 2025
8:30 AM

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

CLOSED SESSION

- 2) **Conference with Legal Counsel – Existing Litigation – Pursuant to Government Code §54956.9(d)(1)** – Name of case: *Khaliq McCracken v. County of Inyo, et al.* Case No.: 1:25-cv-00165-CDB.
- AMENDED 3) **Conference with Legal Counsel - Anticipated Litigation** - Significant exposure to potential litigation pursuant to paragraph (2) of subdivision (d) Government Code §54956.9: Claim for damages filed by Kelley Williams.
- 4) **Public Employee Performance Evaluation – Pursuant to Government Code §54957** – Title: Child Support Services Director.
- 5) **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 County Administrative Officer Denelle Carrington, Assistant Personnel Director Keri Oney, County Counsel John-Carl Vallejo, Assistant County Counsel Christy Milovich, and Assistant County Counsel Grace Weitz.

OPEN SESSION

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

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

CONSENT AGENDA

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

10) Approval of Minutes from the February 11, 2025 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 February 11, 2025.

11) Appointments to the First 5 Children and Families Commission

Health & Human Services - First 5 | Anna Scott

Recommended Action:

- A) Appoint Dr. Lindsey Ricci to a new three-year term on the First 5 Commission ending December 5, 2027;
- B) Appoint Darcia Blackdeer-Lent to a new three-year term on the First 5 Commission ending December 5, 2027; and
- C) Appoint Stephanie Tanksley to an unexpired three-year term on the First 5 Commission ending December 5, 2026.

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

Public Works | Michael Errante

Recommended Action:

Appoint Steven Leach to the County Service Area No. 2 (Bishop Creek Sewer) Advisory Committee to serve a term ending December 1, 2028.

13) Request for Facility Use Permit for Independence Legion Hall

Public Works | Michael Errante

Recommended Action:

Approve the request from the Independence Lions Club for use of the Legion Hall for monthly Bingo games to raise funds to support their community projects, and waive all associated rental fees.

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

Public Works | Michael Errante

Recommended Action:

Approve the temporary closure of Tinnemaha Road (Old Highway 395) approximately 6 miles south of Aberdeen and Hogback Road with detours between U.S. 395 and Black Rock Springs Road from March 14-22, 2025 for the purpose of the California Department of Fish and Wildlife's annual Sierra Bighorn Sheep monitoring program.

REGULAR AGENDA - MORNING

15) Fiscal Year 2024-2025 Mid-Year Financial Review

County Administrator | Nate Greenberg

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

Recommended Action:

- A) Accept the Fiscal Year 2024-2025 Mid-Year Financial Report as presented;
- B) Approve the specific budget action items and recommendations discussed in the report, and represented in Attachments A & B (*4/5ths vote required*); and
- C) Direct staff to continue the emphasis on revenue attainment and expense savings in order to maximize year-end Fund Balances.

16) Eastern Sierra Air Alliance and Commercial Air Service Update

County Administrator | Nate Greenberg, Ashley Helms

40 minutes (20min. Presentation / 20min. Discussion)

Recommended Action:

Receive presentation from staff regarding current state of airports and commercial air service, then provide direction with respect to finalizing the Memorandum of Understanding/Cost Sharing Agreement and other aspects related to airports and air service as appropriate.

17) Amendment No. 1 to the Contract with Tartaglia Engineering for the Rotating Beacon Replacement Project at the Bishop Airport

Public Works | Ashley Helms
5 minutes

Recommended Action:

Ratify and approve Amendment No. 1 to the contract between the County of Inyo and Tartaglia Engineering of Atascadero, CA, increasing the contract to an amount not to exceed \$205,243, contingent upon approval of the Mid-Year Budget Review, and authorize the Chairperson to sign.

18) Amendment No. 5 to the Agreement with Lochner for Airport Engineering Services at the Independence Airport

Public Works | Ashley Helms
5 minutes

Recommended Action:

- A) Approve the letter titled, "Land Lease Status for the Independence Airport and Lone Pine/Death Valley Airport," and authorize the Chairperson to sign; and
- B) Ratify and approve Amendment No. 5 to the agreement between the County of Inyo and Lochner of Chicago, IL, increasing the contract to an amount not to exceed \$714,252, contingent on the approval of the Mid-Year Budget Review, and authorize the Chairperson to sign.

19) Fiscal Year 2024-2025 California Children's Services Plan

Health & Human Services - Health/Prevention | Anna Scott
5 minutes

Recommended Action:

- A) Amend the Fiscal Year 2024-2025, California Children's Services (CCS) Treatment (045500) as follows: decrease revenue in State Grants (4498) by \$4,178.00 and decrease appropriation in Professional Services (5265) by \$4,178.00 (*4/5ths vote required*); and
- B) Ratify and approve the CCS Plan for Fiscal Year 2024-2025 to ensure the continuation of medical services to eligible children in Inyo County and authorize the Chairperson to sign certification statements.

20) Owens Valley Groundwater Authority Annual Meeting - February 27, 2025

Water Department | Holly Alpert
10 minutes (5min. Presentation / 5min. Discussion)

Recommended Action:

Provide direction to the Owens Valley Groundwater Authority representatives in advance of the Owens Valley Groundwater Authority meeting scheduled for February 27, 2025.

21) Approval of Contribution of District 5 Transient Occupancy Tax District Improvement Funds to Death Valley National Park for Community Center Improvements

County Administrator | Nate Greenberg
5 minutes

Recommended Action:

- A) Approve the Donation Agreement between the County of Inyo and Death Valley National Park for the purpose of allocating the Transient Occupancy Tax District Improvement Fund and authorize the County Administrative Officer to sign; and
- B) Authorize the payment of \$67,749.00 to Death Valley National Park.

22) Partial Assignment of Rights Granted to California Broadband Corporation to the California Department of Technology

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

Recommended Action:

Approve Resolution No. 2025-06, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Authorizing the Partial Assignment of Rights Grant to the California Broadband Corporation to the California Department of Technology," and authorize the Chairperson to sign.

LUNCH

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

REGULAR AGENDA - AFTERNOON

24) Inyo Council for the Arts - State of the Arts Report

Community Organization/Outside Agency | Sharon Freilich - ICA
20 minutes (10min. Presentation / 10min. Discussion)

Recommended Action:

Receive the 2024 "State of the Arts" report from the Inyo Council for the Arts.

25) Inyo County Legislative Platform Approval

County Administrator | Meaghan McCamman
10 minutes (5min. Presentation / 5min. Discussion)

Recommended Action:

Approve the Inyo County 2025 Federal Legislative Platform.

ADDITIONAL PUBLIC COMMENT & REPORTS

26) Public Comment

Comments may be time-limited

27) Board Member and Staff Reports

Receive updates on recent or upcoming meetings and projects

CORRESPONDENCE - INFORMATIONAL

- 28) California Highway Patrol** - Report submitted pursuant to Health and Safety Code Section 25180.7 (Proposition 65), documenting information regarding the illegal discharge (or threatened illegal discharge) of hazardous waste, which could cause substantial injury to the public health and safety.



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

February 25, 2025

Reference ID:
2025-121

Approval of Minutes from the February 11, 2025 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 February 11, 2025.

BACKGROUND / SUMMARY / JUSTIFICATION:

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

FISCAL IMPACT:

There is no financial impact associated with this agenda item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

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

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Not Applicable

APPROVALS:

Hayley Carter
Darcy Israel

Created/Initiated - 2/18/2025
Final Approval - 2/18/2025

ATTACHMENTS:

1. Draft February 11, 2025 Minutes

MINUTES



County of Inyo Board of Supervisors

February 11, 2025

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 February 11, 2025, in the Board of Supervisors Room, County Administrative Center, Independence, with the following Supervisors present: Chairperson Scott Marcellin, presiding, Will Wadelton, Jeff Griffiths, Jennifer Roeser and Trina Orrill. Also present: County Administrator Nate Greenberg, Assistant County Counsel John-Carl Vallejo, and Assistant Clerk of the Board Darcy Israel.

***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 Marcellin 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; No. 3 **Conference with Real Property Negotiators – Pursuant to paragraph (1) of subsection (b) of Government Code §54956.8 – Property: Tecopa Hot Springs Park and Campground. Agency Negotiators: Nate Greenberg, John-Carl Vallejo, Meaghan McCamman, Denelle Carrington. Negotiating parties: Inyo County and Tecopa Hot Springs Conservancy. Under negotiation: price and terms of payment; and No. 4 **Conference with Legal Counsel – Existing Litigation – Pursuant to Government Code §54956.9(d)(1) – Name of case: Sierra Club and OVC v. LADWP et. al. Case No.: S1CVCV01-29768.******

Open Session

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

Report on Closed Session

County Counsel Vallejo reported that the Board met under Item Nos. 2-4 and no action was taken during closed session that is required to be reported. Vallejo said the Board would reconvene later in the meeting to discuss Item No. 2.

Pledge of Allegiance

Chairperson Marcellin led the Pledge of Allegiance.

Public Comment

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

County Department Reports

Senior Planner Danielle Visuano provided information on upcoming public outreach workshops to discuss residential infill in the Inyo County for the communities of Big Pine, Independence, and Lone Pine.

Public Works Director Mike Errante said staff have been working on the Big Pine Channel in anticipation of heavy precipitation and announced that Gordon Moose has been promoted to Road Superintendent.

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

Moved by Supervisor Roeser and seconded by Supervisor Orrill to approve the minutes from the regular Board of Supervisors meeting of January 21, 2025. Motion carried unanimously.

<i>Clerk of the Board – Letter of Support</i>	Moved by Supervisor Roeser and seconded by Supervisor Orrill to approve and authorize the Chairperson to sign a letter of support for Eastern Sierra Avalanche Center's California State Parks OHV Grant application. Motion carried unanimously.
<i>CAO-Risk Management – Updated Employee Safety Plans</i>	Moved by Supervisor Roeser and seconded by Supervisor Orrill to adopt updates to the Injury and Illness Prevention Program, the COVID-19 Prevention Plan, the Bloodborne Pathogens Exposure Control Plan, and the Aerosol Transmissible Disease Exposure Control Plan. Motion carried unanimously.
<i>HHS – ICEMA MOU</i>	Moved by Supervisor Roeser and seconded by Supervisor Orrill to approve the Memorandum of Understanding between the County of Inyo and Inland Counties Emergency Medical Agency (ICEMA) for the use of County office space one day each week and authorize the Health & Human Services Director to sign. Motion carried unanimously.
<i>CAO – Aspendell Quitclaim Deed and Sale Agreement</i>	<p>Moved by Supervisor Roeser and seconded by Supervisor Orrill to:</p> <ul style="list-style-type: none"> A) Approve the Quitclaim Deed and Sale Agreement conveying a 3,049 square foot parcel (APN 014-294-10) to the Aspendell Mutual Water Company for the purchase price of \$1.00; and authorize the Chairperson to sign contingent upon the CEQA review period expiring; and B) Find the sale to be exempt from CEQA pursuant to Section 15301 "minor alteration or expansion of existing facilities," and direct staff to file the corresponding notice. <p>Motion carried unanimously.</p>
<i>HHS-Health & Prevention – Anthem & HealthNet Grant Funding</i>	Moved by Supervisor Roeser and seconded by Supervisor Orrill to ratify and approve funding from the County's Managed Care partners, Anthem and HealthNet, to support Community Planning for Health Assessment/Community Health Improvement Plan efforts for the Public Health and Prevention Division of Health and Human Services in an amount not to exceed \$27,000 for the period beginning January 1, 2025 to December 31, 2025 and authorize the Deputy Director of Public Health and Prevention to sign the Grant Agreement and Letter of Agreement. Motion carried unanimously.
<i>Public Works-Airports – United Airlines License Agreement Amendment 1</i>	Moved by Supervisor Roeser and seconded by Supervisor Orrill to ratify and approve Amendment No. 1 to the license agreement between the County of Inyo and United Airlines, Inc., with its principal place of business in Chicago, IL, extending the term end date from December 31, 2024 to December 31, 2027, and setting the License Fee for years four through six, and authorize the Chairperson to sign. Motion carried unanimously.
<i>Public Works-Parks & Recreation – Portuguese Joe Campground Reservation</i>	Moved by Supervisor Roeser and seconded by Supervisor Orrill to approve request from Allan Johnson to reserve all campsites at Portuguese Campground, from Thursday, October 9, 2025 through Sunday, October 12, 2025. Motion carried unanimously.
<i>Public Works-Parks & Recreation – Tinnemaha Campground Reservation</i>	Moved by Supervisor Roeser and seconded by Supervisor Orrill to approve a request from the Moontribe Collective to reserve all campsites at Tinnemaha Creek Campground, from June 8 through June 12, 2025. Motion carried unanimously.
<i>Public Works-Parks & Recreation – Moontribe Collective Cash Donation</i>	Moved by Supervisor Roeser and seconded by Supervisor Orrill pursuant to Inyo County Code Section 6.26.020, to accept a donation of \$7,000 cash from Moontribe Collective to help fund the costs of replacing a pedestrian bridge on behalf of the County. Motion carried unanimously.
<i>Public Works – See Vee Lane Road Closure</i>	Moved by Supervisor Roeser and seconded by Supervisor Orrill to approve the temporary closure of See Vee Lane just north of State Route 168 West to allow Four Point Engineering to install a new sewer main across See Vee Lane on February 14, 2025. Motion carried unanimously.

**Sheriff –
Office of Traffic Safety
Grant**

Moved by Supervisor Roeser and seconded by Supervisor Orrill to authorize the submittal of the Office of Traffic Safety FY 2025-2026 grant program application. Motion carried unanimously.

**Sheriff –
Off-Highway Vehicle
Grant Application and
Resolution # 2025-05**

Moved by Supervisor Roeser and seconded by Supervisor Orrill to approve Resolution No. 2025-05, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Authorizing the Submittal of the State of California, Department of Parks and Recreation, Off-Highway Vehicle Grant Application," and authorize the Chairperson to sign. Motion carried unanimously.

**CAO-Personnel –
District Attorney
Change in Authorized
Strength**

Moved by Supervisor Roeser and seconded by Supervisor Orrill to change the Authorized Strength in the District Attorney's Office by adding one (1) Deputy District Attorney I-IV at Grade 17 - 22 (\$7,661.89 - \$12,705.23) and deleting one (1) Senior Deputy District Attorney at Grade 22 (\$9,778.73 - \$12,705.23). Motion carried unanimously.

**CAO-Information
Services –
eSentire Inc.
Agreement**

Chief Information Officer Noam Shendar and Assistant Chief Information Officer Abhilash Itharaju provided a presentation on the County's current cybersecurity posture and roadmap and explained the recent Request for Proposal process for a Managed Security Services provider.

CAO Greenberg noted for the record that the incorrect budget unit is listed on the staff report; it should be the Computer Upgrade budget 011808.

Moved by Supervisor Griffiths and seconded by Supervisor Wadelton to:

- A) Declare eSentire, Inc., of Canada, the winning bidder of an Inyo County Cybersecurity Request for Proposals, a provider of Managed Security Services for the County of Inyo;
- B) Approve the agreement between the County of Inyo and eSentire, Inc., for the provision of Managed Security Services in an amount not to exceed \$90,314.50 per year for a period of three years (i.e., not to exceed \$270,943.50 over the course of three years), with recurring expenses to begin no earlier than February 11, 2025, contingent upon the Board's approval of future budgets; and
- C) Authorize the Chief Information Officer to sign the agreement and order form.

Motion carried unanimously.

**CAO –
PMO Overview, Project
Portfolio Review, 2025
Priority Setting, and
Legislative Platform
Update**

CAO Greenberg briefly explained the responsibilities of the Project Management Office and the work done to implement new business processes, refine and prioritize the County's project portfolio, assist multiple departments in moving numerous important initiatives forward, and support legislative needs at the State and Federal Level.

Deputy CAO Meaghan McCamman and Administrative Operations Analyst Rebecca Graves provided a presentation on the core competencies of the team, described the business and technical systems that are currently used to organize, prioritize, and manage the hundreds of projects which have been identified in the work portfolio, shared updates on current and upcoming projects, and answered Board member questions.

Senior Associate Jeremiah VanAuken with The Ferguson Group provided an update on current legislative activities and changes and answered Board questions.

Deputy CAO McCamman provided an overview of the Draft 2025 Inyo County Legislative Platform. Board members requested staff create a Table of Contents for a more searchable and user-friendly document and provide the Board with both current and redlined versions of the document for review; and in the meantime, Board members would send Ms. McCamman their preferred revisions and/or additions so that they can be incorporated prior to the platform coming back for approval on February 25.

Public Works-Airports –

Moved by Supervisor Roeser and seconded by Supervisor Orrill to ratify and approve Amendment No. 4 to the agreement between the County of Inyo and Lochner of Chicago, IL,

<i>Lochner Agreement Amendment No. 4</i>	increasing the contract to an amount not to exceed \$459,512, and authorize the Chairperson to sign. Motion carried unanimously.
<i>Recess/Reconvene</i>	The Chairperson recessed the meeting to return to closed session at 12:05 p.m. and reconvened the meeting at 1:03 p.m. with all Board members present.
<i>Report on Closed Session</i>	No action was taken during closed session that is required to be reported.
<i>HHS-Health & Prevention – EMCC Workshop</i>	<p>Health & Human Services Director Anna Scott introduced the Emergency Medical Care Committee (EMCC) Chairperson Pete Schleiker, and members Mike Patterson and Lisa Davis, who provided a presentation on short- and long-term needs for improving local EMS services, especially those provided by volunteer fire departments.</p> <p>Board discussion ensued with Scott answering questions about the roles and functions of the EMCC along with Assistant Clerk of the Board/Public Relations Liaison Darcy Ellis, who cited the purpose of the EMCC from the Board Committee Book. County Counsel Vallejo noted that the resolution which established the EMCC was created in 1976 and said staff would investigate the original language for further clarification.</p> <p>CAO Greenberg recommended organized workshops and staff collaboration with the EMCC to promote more robust conversation and to come up with a strategic plan.</p> <p>Board members directed staff to collaborate with volunteer fire department chiefs to update mutual aid agreements; continue the use of County resources to improve countywide emergency communications systems and bring back a strategic plan to present to Board at a future date once information has been gathered from workshops with the EMCC.</p> <p>Public comment was received from Bob Olin and an unnamed Olancho-Cartago resident.</p>
<i>Public Comment</i>	Chairperson Marcellin asked for public comment related to items not calendared on the agenda and there was no one wishing to speak.
<i>Board Member & Staff Reports</i>	<p>Supervisor Roeser said she attended meetings of the Northern Inyo Airport Advisory Committee (NIAAC) and the Great Basin Air Pollution Control District (GBUAPCD) and announced the upcoming release of the CalFire “Local Fire Hazard Severity Map.” Roeser said that the Local Transportation Commission is sponsoring an outreach meeting tonight to discuss the development of an EV charging station and Public Works Director Errante provided additional information on how and where to attend the meeting.</p> <p>Supervisor Wadelton reported that Alabama Hills recently became a “Fire-wise Community” and Wadelton said he attended an Inyo Associates meeting and went on tours of Ash Meadows and the Great Basin Unified Air Pollution Control District facility and said he will attend a Senior Transportation meeting tomorrow morning in Lone Pine at Statham Hall.</p> <p>Supervisor Marcellin said he attended meetings of the NIAAC and GBUAPCD.</p> <p>Supervisor Griffiths said he attended meetings of the Eastern Sierra Transit Authority and Bishop City Council, participated in the “Point in Time Count,” and said he and Supervisor Orrill will be attending a California State Association of Counties Board meeting in Sacramento. Griffiths let Board members attending the National Association of Counties Legislative Conference know about a California Caucus Briefing that will be held on February 14.</p> <p>CAO Greenberg said he attended meetings with the “Friends of the Lone Pine Airport” and Eastern Sierra Council of Governments and said he will attend an off-site strategic planning meeting tomorrow at the new Business Resource Center.</p>
<i>Adjournment</i>	The Chairperson adjourned the meeting at 2:54 p.m. to 8:30 a.m. Tuesday, February 25, 2024, in the County Administrative Center in Independence.

Chairperson, Inyo County Board of Supervisors

*Attest: NATE GREENBERG
Clerk of the Board*

by: _____
Darcy Israel, Assistant

DRAFT



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

February 25, 2025

Reference ID:
2025-67

Appointments to the First 5 Children and Families Commission

Health & Human Services - First 5

ACTION REQUIRED

ITEM SUBMITTED BY

Katelyne Lent, First 5 Program Manager

ITEM PRESENTED BY

Anna Scott, Health & Human Services Director

RECOMMENDED ACTION:

- A) Appoint Dr. Lindsey Ricci to a new three-year term on the First 5 Commission ending December 5, 2027;
- B) Appoint Darcia Blackdeer-Lent to a new three-year term on the First 5 Commission ending December 5, 2027; and
- C) Appoint Stephanie Tanksley to an unexpired three-year term on the First 5 Commission ending December 5, 2026.

BACKGROUND / SUMMARY / JUSTIFICATION:

Two terms on the First 5 Inyo County Children and Families Commission expired on December 5, 2024. Per Board policy, the vacancies were advertised in the newspapers and the members serving in the positions were notified of the opportunity to reapply.

We would like to recognize Alex Burciaga for his 2 years of services on the Children and Families Commission as the Community Representative Alternate and the Community Representative. Mr. Burciaga declined reapplying.

One letter of interest was received by the application deadline from Dr. Lindsey Ricci seeking re-appointment to the Community Health Representative position. As a healthcare professional, Dr. Ricci brings invaluable medical expertise and a compassionate approach to addressing the needs of children and families.

Inyo County Code Requires that the First 5 Children and Families Commission membership shall consist of the Health and Human Services Director or their designee and an additional designee of the Health and Human Services Director, as defined in Health & Safety Code Section 130140.

Anna Scott, HHS Director, is recommending for appointment, Darcia Blackdeer-Lent, Deputy Director of Social and Placement Services, and Stephanie Tanksley, Deputy Director of Public Health and Prevention, as the designees of the HHS Director. Blackdeer-Lent and Tanksley's knowledge of family needs and community interventions will strengthen the First 5 program and initiatives.

First 5 Commission would like to extend its heartfelt thanks to Anna Scott for her dedicated service over

the past 8 years on the First 5 Commission. Her commitment, insight, and thoughtful contributions have played a vital role in supporting the well-being and future of children and families in Inyo County. First 5 is deeply grateful for her unwavering dedication to this important work.

FISCAL IMPACT:

There is no financial impact associated with this request.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to appoint the applicants and re-open the recruitment for the First 5 Children and Families Commission. This is not recommended as it could cause a delay in the Commission reaching a quorum and conducting regular business.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

High Quality Services | High-Quality County Government Services

APPROVALS:

Katelyne Lent	Created/Initiated - 1/28/2025
Darcy Israel	Approved - 1/28/2025
Katelyne Lent	Approved - 2/4/2025
Stephanie Tanksley	Approved - 2/4/2025
Gina Ellis	Approved - 2/5/2025
Anna Scott	Approved - 2/11/2025
Nate Greenberg	Final Approval - 2/15/2025

ATTACHMENTS:

1. Letter of Interest - L. Ricci- First 5 Commission
2. Notice of Vacancy

From: [Darcy Ellis](#)
To: [Katelyne Lent](#)
Subject: Fw: 1st 5 commissioner
Date: Thursday, January 9, 2025 12:06:36 PM

Please see below.

Darcy Ellis

**Assistant Clerk of the Board/Public Relations Liaison
County of Inyo**

P.O. Drawer N
224 N. Edwards St., Independence, CA 93526
(760) 878-0373 • (760) 878-0292

CONFIDENTIALITY NOTICE: This e-mail communication, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and/or legally privileged information. Any unauthorized interception, review, use, disclosure or distribution is prohibited and may violate applicable laws, including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.

From: Lindsey Ricci <Lindsey.Ricci@nih.org>
Sent: Thursday, January 9, 2025 12:03 PM
To: Darcy Ellis <dellis@inyocounty.us>
Subject: 1st 5 commissioner

You don't often get email from lindsey.ricci@nih.org. [Learn why this is important](#)

Ms Ellis,

I am interested in continuing as a 1st 5 commissioner. Let me know if I need to do anything else to continue in this role

Lindsey Ricci MD
Northern Inyo Pediatrics
Lindsey.ricci@nih.org

CONFIDENTIALITY NOTICE: This electronic message is intended for the use of the named recipient and may contain confidential and/or privileged information. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or use of the contents of this message is strictly prohibited. If you have received this message in error or are not the named recipient, please notify us immediately by contacting the sender at the electronic mail address noted above with a copy to Compliance@NIH.org and destroy this message

PROOF OF PUBLICATION

(2015.5 C.C.P.)

STATE OF CALIFORNIA,
COUNTY OF INYO

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

County of Inyo

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

**January 4th,
In the year of 2025**

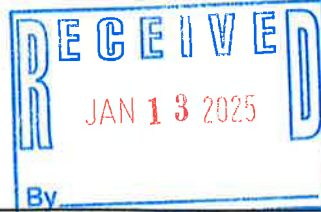
I certify (or declare) under penalty of perjury
that the foregoing is true and correct.

Dated at Bishop, California, on this
6th Day of January, 2025



Signature

This space is for County Clerk's Filing Stamp



Proof of Publication of Public Notice

NOTICE OF VACANCY FIRST 5 INYO CHILDREN AND FAMILIES COMMISSION NOTICE IS HEREBY GIVEN

that the Inyo County Board of Supervisors is now accepting letters of interest for three positions on the First 5 Inyo Children and Families Commission:

- one (1) three-year term for a Community Commissioner ending December 5, 2027
- one (1) three-year term for a Health Commissioner ending December 5, 2027
- one (1) three-year term for an alternate Community Commissioner ending December 5, 2026

The above-listed seats must be filled by community members representing one of the following categories: recipient of program to help shape our program decisions. Commissioners dedicate several hours each month to attend regular meetings to discuss and vote on funding and services to ensure Inyo County's young children are healthy, safe and ready to succeed.

Letters of interest will be accepted until 5 p.m. on Friday, January 24. Postmarks are not accepted. Please submit your request for appointment to the Clerk of the Board of Supervisors at P.O. Drawer N, Independence, CA 93526 or delis@inyocounty.us.

For more information, contact the Clerk of the Board at (760) 878-0373 or First 5 Inyo County at (760) 872-3305.
(JR 01.04, 2025 #22068)



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

February 25, 2025

Reference ID:
2025-71

Advisory Committee Appointment for County Service Area No. 2 (Bishop Creek Sewer) Public Works ACTION REQUIRED

ITEM SUBMITTED BY

Travis Dean, Engineering Assistant

ITEM PRESENTED BY

Michael Errante, Public Works Director

RECOMMENDED ACTION:

Appoint Steven Leach to the County Service Area No. 2 (Bishop Creek Sewer) Advisory Committee to serve a term ending December 1, 2028.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Board is the appointing authority for the County Service Area No. 2 (CSA2) Advisory Committee. On February 20, 2024, the Board appointed Mr. Steven Leach to a vacant seat left when a previous committee member passed away, filling in for the remainder of the term which ended December 1, 2024.

On November 16, 2024, a Notice of Vacancy was published, to which the County received one response, from Mr. Steven Leach.

Mr. David Tanksley and Mr. Scott McKenzie, current members of the CSA2 Advisory Committee, have both recommended the re-appointment of Mr. Steven Leach to the Advisory Committee.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to appoint the applicant and re-open the recruitment for the County Service Area No. 2 Advisory Committee. This is not recommended as only one letter of interest was received.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Community Revitalization Through Effective Planning
Thriving Communities | Community Supporting Infrastructure Improvements
High Quality Services | High-Quality County Government Services

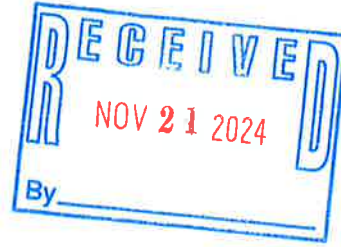
High Quality Services | Improved Access to Government
High Quality Services | Improved County Facilities

APPROVALS:

Travis Dean	Created/Initiated - 1/30/2025
Darcy Israel	Approved - 1/30/2025
Travis Dean	Approved - 1/30/2025
Keri Oney	Approved - 1/30/2025
Grace Weitz	Approved - 1/30/2025
John Vallejo	Approved - 1/31/2025
Amy Shepherd	Approved - 2/3/2025
Michael Errante	Approved - 2/3/2025
Nate Greenberg	Final Approval - 2/15/2025

ATTACHMENTS:

1. Letter of Interest - Steven Leach - CSA 2
2. Notice of Vacancy -Bishop Creek Sewer 2024



November 14, 2024

Dear Inyo County Clerk of the Board,

Please consider this request to fill the vacancy starting December 1st, 2024 for the County Service Area No. 2 (Bishop Creek Sewer) Advisory Committee. My name is Steven Leach, in 2019 my wife and I purchased a home in Aspendell located at 139 Columbine Drive. I am interested in serving the community.

Kind Regards,

Steven Leach

PO Box 1483

Bishop, CA 93514

760-784-4571

Leach-5@sbcglobal.net



BOARD OF SUPERVISORS COUNTY OF INYO

P. O. BOX N • INDEPENDENCE, CALIFORNIA 93526
TELEPHONE (760) 878-0373
e-mail: dellis@inyocounty.us

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

NATE GREENBERG
Clerk of the Board
DARCY ELLIS
Assistant Clerk of the Board

NOTICE OF VACANCY COUNTY SERVICE AREA NO. 2 (BISHOP CREEK SEWER) ADVISORY COMMITTEE

NOTICE IS HEREBY GIVEN that the Inyo County Board of Supervisors is accepting letters of interest to fill one (1) four-year term on the County Service Area No. 2 (Bishop Creek Sewer) Advisory Committee ending December 1, 2028.

If you own property in the Aspendell area on the Middle Fork of Bishop Creek and are interested in serving on the County Service Area No. 2 (Bishop Creek Sewer) Advisory Committee, please submit your request for appointment to the Clerk of the Board of the Board of Supervisors at P.O. Drawer N, Independence, CA 93526 or dellis@inyocounty.us. In order for your request for appointment to be considered, it must be received on or before Monday, November 24 at 5 p.m.

Attention Legal Notices:

PLEASE PUBLISH IN THE Saturday, November 16 issue of the Inyo Register.



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

February 25, 2025

Reference ID:
2025-37

Request for Facility Use Permit for Independence Legion Hall

Public Works

ACTION REQUIRED

ITEM SUBMITTED BY

Cap Aubrey, Assistant Public Works Director

ITEM PRESENTED BY

Michael Errante, Public Works Director

RECOMMENDED ACTION:

Approve the request from the Independence Lions Club for use of the Legion Hall for monthly Bingo games to raise funds to support their community projects, and waive all associated rental fees.

BACKGROUND / SUMMARY / JUSTIFICATION:

On January 21, 2025, the Public Works Department received a request from the Lions Club to reserve the Legion Hall in Independence every fourth Tuesday evening from 5:00 PM to 8:00 PM, from January through October 2025. The Lions Club intends to host monthly Bingo games during this time to raise funds for their community projects.

There is a standard fee of \$65.00 for renting the hall. This fee helps cover maintenance and operational costs. However, given the nature of this event and its alignment with our shared goals, it is requested the fees be waived. The Independence Lions Club is a dedicated community organization that goes beyond volunteering its time with tasks such as painting fences, picking up trash, and pulling weeds. They also raise funds through various events, using the proceeds to provide scholarships for local students, support science camps, and host community events, such as the 4th of July celebration at Dehy Park. Their efforts align with the County's goal of enhancing both the aesthetic improvement and educational opportunities in Inyo County.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	011100
Budgeted?	No	Object Code	4318
Recurrence	Ongoing Expenditure	Sole Source?	No

If Sole Source, provide justification below

Current Fiscal Year Impact
Loss of Revenue of \$390 from January to June 2025
Future Fiscal Year Impacts

Loss of Revenue of \$260 from July to October 2025

Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose to not waive the fees in which case the cost will then be borne by the event's organizers.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Quality Parks and Recreation Amenities

APPROVALS:

Teresa Elliott	Created/Initiated - 1/28/2025
Darcy Israel	Approved - 1/30/2025
Cap Aubrey	Approved - 1/31/2025
Teresa Elliott	Approved - 2/3/2025
Breanne Nelums	Approved - 2/3/2025
Denelle Carrington	Approved - 2/4/2025
Keri Oney	Approved - 2/5/2025
John Vallejo	Approved - 2/5/2025
Amy Shepherd	Approved - 2/5/2025
Michael Errante	Approved - 2/5/2025
Nate Greenberg	Final Approval - 2/15/2025

ATTACHMENTS:

1. Lions Club Request

Independence Lions Club

*P.O. Box 532
Independence, CA 93526*

January 21, 2025

*Inyo County Public Works
168 N. Edwards
Independence, CA 93526*

RE: Independence Legion Hall Use

Dear Officials,

The Independence Lions Club is requesting the use of the Legion Hall for monthly Bingo Games to raise funds to support their community projects. This will be our eighth year. We are also requesting a Waiver of Fees. We are a small, mostly aging Service Club and therefore our choices for raising funds are limited.

We would request the use of the Legion Hall monthly, January through October, on the fourth Tuesday evening from 5:00 to 8:00 p.m.

Other than fund-raising, we offer the community an opportunity to interact with others in our small town and enjoy an inexpensive evening out, ending early enough to be home in bed by 9:00 p.m.

Please waive the fees associated with the use of the Legion Hall. Should you have any questions, please feel free to call me at 760-382-7947.

Respectfully,

*Sandee Bilyeu
P.O. Box 388
Independence, CA 93526*



Application for Special Event / Facility Use Permit

Applicant/Permittee Name: Sandra Bilyeu Organization: Independence Lions Club
Phone #: 760-382-7947 Email: sandeebilyeu@yahoo.com
Address: P.O. Box 532, Independence, CA 93526

EVENT INFO

Location Requested: Independence Legion Hall Event Date(s): 4th Tues each month
Purpose/Type of Event: Bingo Games
Start time (set-up): 5:00 p.m. End time (clean up): 8 p.m.
Activities (be specific): Bingo Games, Fellowship, raise funds, snacks
Anticipated Attendance: Hopefully 20 Will minors (under 18) be present: ☐ YES ☒ NO

EVENT DETAILS

- Is event open to the general public? ☒ YES ☐ NO Will you be charging admission? ☐ YES ☒ NO
- Is this a fundraiser? ☒ YES ☐ NO For what organization? Indy Lions Club
- NO BOUNCE HOUSES & NO SLIP AND SLIDES SB (please initial)
- NO OPEN FLAMES BESIDES IN OUTDOOR FIRE PITS CLEARED OF NEARBY DEBRIS SB (please initial)
- DO NOT ATTACH ITEMS TO LIGHT FIXTURES SB (please initial)
- DO NOT OVERFILL TRASH CANS SB (please initial)
- DO NOT LEAVE EXCESS TRASH ON SITE SB (please initial)
- Will you be holding any of the following activities? ☐ YES ☒ NO CIRCLE THOSE THAT APPLY
gun/knife show, wine/liquor tasting, haunted house, fireworks, athletic event, overnight camping
- Describe decorations (Adhesives are not allowed): None

FEES* (Fee waivers may be available for certain nonpolitical/noncommercial community service event.)

Enclose two (2) checks or money orders made payable to Inyo County:

- \$65.00 check/money order for the Day Use Fee
- \$150.00 check/money order for the refundable deposit
(ADD \$100.00 to your deposit if you will have alcohol.)

*Fees subject to change.

SERVICES

- Will you be using a caterer? ☐ YES ☒ NO Caterer's Name & Phone: _____
- Will caterer be selling alcohol? ☐ YES ☒ NO
- Will there be security at this event? ☐ YES ☒ NO Security Company: _____

DEPOSIT & DAMAGES

Permittee shall be responsible for any damage or loss to furniture, fixtures, equipment, facilities, or property. Any person, group, or permittee causing damage, loss, or excessive cleanup shall forfeit deposit and be required to pay any additional costs incurred to restore the furniture, fixtures, equipment, facilities, or property. County staff will inspect the premises after the event and determine what portion, if any, of the deposit to refund. Inyo County will seek restitution for costs to return furniture, fixtures, equipment, facilities, or property to their original condition in excess of the value of your deposit. **Therefore, return everything to original condition.**



Application for Special Event / Facility Use Permit

CONDUCT OF PERSONS

Permittee shall be responsible for the orderly conduct of all persons, groups, and any associated pets and vehicles present or using the premises by invitation of the Permittee, whether expressed or implied, during all times covered by the Special Event / Facility Use Permit, as issued by the Director of Public Works or designee. At the County's discretion, Permittee may be required to provide security personnel and post-event remediation services.

ALCOHOL

Alcohol may be permitted by the Director of Public Works or designee during an event under certain conditions with insurance and additional precautions. In addition, the California Department of Alcohol Beverage Control (www.abc.ca.gov) requires a license if alcohol is offered for sale, and Inyo County Environmental Health (760.878.0238) may require a health permit if food is involved. If these agencies require a license or health permit, Permittee must provide copies to Inyo County prior to event.

If Permittee will be supplying alcoholic beverages or if the event is BYOB, the Permittee's general liability insurance must include host liquor liability coverage in an amount not less than \$1,000,000 (one million) per occurrence. If Permittee is using a caterer or other vendor to supply alcohol, that vendor must have liquor liability coverage. If Permittee intends to sell alcohol, either the Permittee or vendor providing the alcohol for sale must have a valid liquor sales license and liquor liability insurance covering the sale of alcohol.

• **Will alcohol be present at this event?** ☐ YES ☒ NO **If yes, please complete the rest of this section.**
If you mark no, and alcohol is discovered, the deposit may be forfeited, and other action may be taken.

- Will consumption be limited to a fixed/secured area? ☐ YES ☐ NO
- Have those serving alcohol had alcohol awareness training? ☐ YES ☐ NO
- Have those serving alcohol been instructed not to serve minors or intoxicated guests? ☐ YES ☐ NO
- Is a designated driver program in place? ☐ YES ☐ NO

How will alcohol be provided? (Select one of the following)

- ☐ Distributed free of charge at free event by event host/employees/volunteers
- ☐ Distributed free of charge by event host/employees/volunteers, but admission fee is charged
- ☐ Distributed free of charge by licensed caterer
- ☐ Bring your own beverage
- ☐ Sold by the glass/cup by organizer (ABC License may be required)
- ☐ Sold by third party and third party keeps all proceeds (Third party must be licensed and insured)
- ☐ Sold by third party and proceeds shared with Permittee (Additional documentation may be required)

ADVERTISING, SOLICITATION, & SALES

The following are not permitted without the express written approval of the Director of Public Works or designee:

- Distribute any handbills or circulars.
- Post, place, or erect bills, notices, paper, or advertising.
- Publicize an event prior to obtaining necessary permit/s and paying all fees.
- Sell or offer for sale any merchandise, articles, etc.
- Practice, carry on, conduct, or solicit on behalf of any trade, occupation, business, or profession.



Application for Special Event / Facility Use Permit

INDEMNITY

By submitting this application, Permittee agrees to indemnify and defend Inyo County, its officials, officers, employees or volunteers (hereafter "Inyo County") against all losses arising from this event, and holds Inyo County harmless from and against all claims, actions, damages, costs (including without limitations and attorney's fees), injuries, or liability, arising out of Permittees' or its vendors' and/or subcontractors' acts, errors or omissions, negligence, or wrongful conduct (regardless of Inyo County's passive negligence, if any) in connection with this application and permit. Use of and parking at county facilities is at the exclusive risk of the permittee and their guests.

INSURANCE REQUIREMENTS

Per Inyo County Code 12.18.100, all Special Event / Facility Use permittees must procure insurance to the satisfaction of the County Risk Manager, unless a waiver is granted by the County Risk Manager. Permittee shall procure and maintain for the duration of the permit period insurance against claims for injuries to persons and damages to property which may arise from or in connection with the rental/permit of the facilities and the activities of the Permittee and any associated guests, agents, representatives, employees, or subcontractors. Coverage shall be at least as broad as Insurance Services Form CG 00 01 coverage general liability on an "occurrence" basis, including property damage, bodily injury, personal & advertising injury, and liquor liability (if alcohol is permitted) **with limits no less than \$1,000,000 per occurrence, \$2,000,000 aggregate.** At the discretion of the County Risk Manager, higher minimum limits may be required due to anticipated activities or expected number of attendees. If Permittee maintains broader coverage and/or higher limits than the minimums shown above, Inyo County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Permittee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Inyo County. Inyo County, its officials, officers, agents, employees, and volunteers are to be covered as additional insureds on the general liability policy with respect to liability arising out of the Special Event / Facility Use permit, work or operations performed on or on behalf of the Permittee including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage and additional insured status may be provided as an endorsement on the Permittee's insurance.

You must attach a certificate of insurance to this application. Failure to submit a certificate of insurance will result in denial of this application. The certificate holder box must read: "Inyo County, 1360 N. Main St, Bishop, CA 93514; risk@inyocounty.us." **The description box must list the date and location of the event as well as the following:** "Inyo County, its officials, officers, agents, employees, and volunteers are additional insured with respect to liability arising out of or in connect to event. All liability policies are primary and noncontributory as respects Inyo County. A 30-day notice of cancellation will be provided to certificate holder. Insured hereby grants a waiver of any right to subrogation which any insurer of the Insured may acquire against Inyo County by virtue of the payment of any loss under such insurance."

INSURANCE WAIVER REQUEST

County Risk Manager may waive the insurance requirements in certain circumstances in consideration of the planned activities, location, and attendance. **An insurance waiver does not relieve the permittee of their indemnification obligation.** No waiver shall be granted for athletic events, events with alcohol, commercial events, outdoor events expecting more than 250 attendees, or higher risk events identified as such by the County Risk Manager. Examples of events that might qualify for an insurance waiver include a small community event, child's birthday party, health education seminar, memorial, community outreach. **To request a waiver, explain here why your event should qualify for an insurance waiver:** _____

Service organization



Application for Special Event / Facility Use Permit

ATHLETIC EVENTS

Events with athletic activities have the following additional requirements: (1) Permittee shall provide a complete site safety plan with a route map prior to the event; (2) Permittee shall provide evidence that the general liability policy includes coverage for injuries to athletic participants; (3) Permittee shall provide evidence of Participant Accident Insurance or copies of participant waivers to be used; and (4) Permittee shall provide completed participant waivers to County Risk Manager upon request in a timely manner after the event. No waiver of the insurance requirement may be granted for events with athletic activities.

AUTHORIZED SIGNATURE

I have read, understand, and agree to abide by the fees, rules, regulations, and provisions stated on this application, including but not limited to the indemnification section, and any special instructions provided to me or my organization by the Director of Public Works or designee. I will have no bounce houses and no slip and slides, I will have no open flames besides in designated outdoor fire pits cleared of nearby debris, I will not attach items to light fixtures, I will not overfill trashcans, and I will not leave trash on site. I will bring extra trash bags, and I will report any damage to property or injury to persons within eight hours to the phone number at the top of this page. I understand that trash or damage left behind may result in forfeiture of my deposit, further recovery, and possible other actions. By signing this application, I personally, or on behalf of the organization I am authorized to represent, bind the organization or myself to the terms and conditions set forth on the four pages of this permit.

Applicant/Permittee: Sandra Bilyeu Date: 1.20.25

APPROVALS – Applicant please do not write below here.

1. Risk Manager: _____ Date: _____

If insurance waiver is approved, Risk Manager will initial here: ____.

2. Director of Public Works or designee: _____ Date: _____

COPIES: Once all three signatures are complete, payment (if applicable) is received, and insurance is received or waived, please send one PDF of all 4 pages to Risk, and one complete PDF to Permittee. Original goes to Department. Thanks!

-the end-



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

February 25, 2025

Reference ID:
2025-82

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

Public Works

ACTION REQUIRED

ITEM SUBMITTED BY

Jose Rodriguez, Engineering Technician

ITEM PRESENTED BY

Michael Errante, Public Works Director

RECOMMENDED ACTION:

Approve the temporary closure of Tinnemaha Road (Old Highway 395) approximately 6 miles south of Aberdeen and Hogback Road with detours between U.S. 395 and Black Rock Springs Road from March 14-22, 2025 for the purpose of the California Department of Fish and Wildlife's annual Sierra Bighorn Sheep monitoring program.

BACKGROUND / SUMMARY / JUSTIFICATION:

The California Department of Fish and Wildlife is planning to capture, transport by helicopter, examine, and then return Sierra Nevada Bighorn Sheep as part of its annual monitoring program. This event will be held to study the population, demographic rates, cause-specific mortality, movement patterns and habitat use of this endangered species. Once captured, the animals will be transported by helicopter to a staging area and the helicopter will land on the road to study the animal. When studies have been conducted, the helicopter will fly the animals back to the location it was captured.

This event will require closure of Tinnemaha Road (Old 395) approximately 6 miles south of Aberdeen and Hogback Road with detours between U.S. 395 and Black Rock Springs Road from March 14-22, 2025.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve the road closures. This is not recommended, as the roadways that will be closed are not heavily used, so minimal impacts are anticipated. If this were to occur, the California Department of Fish and Wildlife would need to identify an alternative location for the event.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

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

APPROVALS:

Jose Rodriguez	Created/Initiated - 2/4/2025
Darcy Israel	Approved - 2/4/2025
Jose Rodriguez	Approved - 2/4/2025
Keri Oney	Approved - 2/4/2025
Michael Errante	Approved - 2/4/2025
John Vallejo	Approved - 2/4/2025
Nate Greenberg	Final Approval - 2/15/2025

ATTACHMENTS:

1. Encroachment Permit



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

COUNTY
OF
INYO

Michael Errante, Public Works Director
Fred Aubery, Assistant Director

ENCROACHMENT PERMIT

To: **California Dept. of Fish & Wildlife**
787 N Main St., STE 220
Bishop, CA 93514

PERMIT NO: **E25-07**
FEE: **N/A**
DATE: **02/04/2025**
RECEIPT NO: **N/A**

Attn: **Cody Massing**

In compliance with your request on **03/14/2025**, and subject to all terms, conditions and restrictions written below or printed as general or special provisions or part of this form, **PERMISSION IS HEREBY GRANTED TO:**

The Permittee, **California Department of Fish & Wildlife (CDFW)** or their representative, to perform their annual Sierra Nevada Bighorn Sheep Capture Program on Tinemaha Road.

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

SPECIAL PROVISIONS

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

Traffic Control

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

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

General Work

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

All work shall be completed to the existing finished surface of grades or roads during the daylight hours of the day work begins. Trenches or bore pits left open or piles of material left in the right-of-way overnight shall be protected with barricades with reflective tape or cones with reflective sleeves placed appropriately

to warn traffic and pedestrians of the hazard or material piles. Trenches or pits in road shoulders left open overnight must be covered with steel plates (minimum thickness of 3/4") and edges shaded with cold mix.

Pavement Repair/Replacement

Pavement removed or damaged as a result of work under this permit must be replaced to the satisfaction of Inyo County Road Department. New pavement must consist of 1/2"-3/4" aggregate hot mix asphalt. Edges of remaining asphalt near removed or damaged asphalt must be saw-cut leaving a clean vertical edge. This edge shall be protected throughout the work or will be re-cut before placing the final surfacing material. All saw cuts in pavement shall be cleared by sweeping, flushing, or other means and a **tack coat SS-1, SS-1H or CSS1h, diluted one part water to one part emulsified asphalt shall be applied before installation of new asphalt concrete** surfacing. Asphalt concrete surfacing must be installed at a minimum thickness of 3 inches on top of slurry backfill. **NOTE: All asphalt patches resulting from any activities must be filled with hot mix asphalt. If hot mix asphalt is unavailable, use blackened cement to a depth of at least 6 inches. Additionally, it is mandated that these patches be promptly removed and replaced with hot mix asphalt within one week of the reopening of the hot mix plant.**

Damage to Roadways

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

DIG ALERT

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

GENERAL PROVISIONS

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

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

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

This permit shall be void unless the work herein contemplated shall have been completed on or before **03/22/2025**

Inyo County Road Dept.

By Jose Rodriguez
Jose Rodriguez
Engineering Technician

cc: Road District #2



INYO COUNTY ROAD DEPARTMENT

P.O. DRAWER Q
INDEPENDENCE, CA 93526
(760) 878-0201 Independence
(760) 873-8481 Bishop
(760) 878-2001 Fax

No. _____

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

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

Please answer all questions bellow. Attach additional sheets if necessary.

Applicant: _____;

Date: _____

Address: _____

Signature: _____

Contact Person: _____

Phone: _____

Fax: _____

Describe Work: _____

Location of Work: _____

Assessors Parcel Number
of adjacent property: _____ Dates when work is anticipated: **March 14-22, 2025**

Attach Plans or Drawing of proposed encroachment work.

Applicant agrees to do the work in accordance with Inyo County rules and regulations and subject to Inyo County inspection and approval.

Permit Number _____

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

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

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

Special conditions : _____

INYO COUNTY PUBLIC WORKS DEPARTMENT

PERMITTEE'S SIGNATURE _____ Date 2/4/25

APPROVED BY : _____ Date _____

INYO COUNTY ROAD DEPARTMENT PERMIT FEES

TRENCHING - Minimum permit fee: \$ 50.00

Trenching across street:

- 0-50 feet minimum fee
- 51-100 feet minimum fee plus \$1.00 per foot of length greater than 50 feet.
- 101 + feet \$100.00 plus \$.30 per foot of length greater than 100 feet.

Trenching parallel to centerline of street and boring:

- 0-100 feet minimum fee
- 101-1500 feet minimum fee plus \$.30 per foot of length greater than 100 feet.
- 1501 + feet \$200.00 plus \$.10 per foot of length greater than 1500 feet.

SPLIT TRENCHING WITH CABLE PLACEMENT:

- All distances minimum fee plus \$.05 per foot

TRANSPORTATION PERMITS:

- Minimum fee: \$16.00

Fee shall be waived for all governmental agencies and public utilities.

TREE REMOVAL ON COUNTY RIGHT-OF-WAY:

- Removal by licensed contractor only: minimum permit \$5.00

C/G = MIN FEE
3/94



Clint Quilter, Public Works Director
Robert Brown, Road Superintendent

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

**COUNTY
OF
INYO**

COUNTY OF INYO LOAN AGREEMENT

LOANEE:		ORGANIZATION:	
Address:		Phone:	

The **Loanee** has received, as a loan from the Inyo County Road Department, the following items:

QTY.	Item Description

QTY.	Item Description

The Loanee accepts full responsibility for the maintenance of this equipment during the loan period. The Loanee agrees to pay to the Inyo County Road Department the full replacement cost at new equipment prices for any equipment lost, stolen or damaged beyond repair during the time of the loan period or replace any lost, stolen or damaged beyond repair equipment with equal or better equipment that is acceptable to the Inyo County Road Department.

The Loanee accepts full responsibility for any liability incurred from the use or misuse of this equipment and hold harmless the County of Inyo for any liability incurred from the use or misuse of this equipment.

The Loanee agrees to return to the Inyo County Road Department any or all loaned equipment within the time specified below. All loaned equipment will be returned in the same condition as received by Loanee from the Inyo County Road Department.

Loanee Signature:		Date:	2/4/25		
Requested Issue Date:		Issue Date:	<small>To be completed by Road Dept.</small>	Condition:	<small>To be completed by Road Dept.</small>
Received By:	<small>To be completed by Road Dept.</small>	Replacement Cost:	<small>To be completed by Road Dept.</small>		
Date to be Returned:	<small>To be completed by Road Dept.</small>	Per:	<small>To be completed by Road Dept.</small>	Balance Due:	<small>To be completed by Road Dept.</small>

Loan Agreement must be submitted at least 72 hours in advance of Requested Issue Date.

Road Closed Ahead (On Barricade)

Black Rock Springs Rd

2 Road Closed Signs (On Barricades)
2 Barricades
2 Cones

Tinemaha Rd

Coliseum Rd

Tinemaha Rd

395

Highway 395

2 Road Closed Signs (On Barricades)
2 Barricades
2 Cones

Road Closed Ahead Sign on Barricade



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

February 25, 2025

Reference ID:
2025-68

Fiscal Year 2024-2025 Mid-Year Financial Review

County Administrator

ACTION REQUIRED

ITEM SUBMITTED BY

Denelle Carrington, Assistant CAO

ITEM PRESENTED BY

Nate Greenberg, County Administrative Officer

RECOMMENDED ACTION:

- A) Accept the Fiscal Year 2024-2025 Mid-Year Financial Report as presented;
- B) Approve the specific budget action items and recommendations discussed in the report, and represented in Attachments A & B (4/5ths vote required); and
- C) Direct staff to continue the emphasis on revenue attainment and expense savings in order to maximize year-end Fund Balances.

BACKGROUND / SUMMARY / JUSTIFICATION:

INTRODUCTION

The *County Budget Control and Responsibility & Extraordinary Budget Control Policy* requires Department Heads to submit Mid-Year and Third Quarter Financial Reports to the County Administrator. These reports are to provide projections of expenditures, revenues, and Net County Cost for the fiscal year and provide explanations and corrective action plans in case of over-expenditures or under-realization of revenues.

The County Budget Team, consisting of the County Administrator, Assistant County Administrator, and Auditor-Controller, use these reports from departments to prepare and submit the Mid-Year Financial Report and the Third Quarter Financial Report to the Board of Supervisors. In order to submit a useful report to the Board, it is incumbent upon and expected of each department to supply thoughtful and accurate information.

The Mid-Year reports are particularly important to ensure that the County maintains course regarding the annual budget. Failure to identify and address changes to budget conditions during the Mid-Year process leaves precious little time for your Board to make course corrections later in the year. At Third Quarter there are fewer options available and those that are available are often more drastic than would otherwise be necessary to ensure that the County's budgets remain balanced through the end of the fiscal year.

Based on their Fiscal Year 2024-2025 Mid-Year submittals, County departments are, generally, managing their current budgets consistent with their projected revenues and Board-approved appropriations contained in the Fiscal Year 2024-2025 County Budget. With the exceptions noted herein, departments are reporting that their revenue projections remain on target, and that their expenditures will stay within appropriations.

OVERVIEW

As recommended, the Mid-Year Budget presented for your Board's approval remains balanced by a combination of:

- A. Contributing \$691,518 to General Fund Contingencies to recognize additional revenue and less expenditures throughout the General Fund.
- B. Utilizing \$446,080 less in Fund Balances from various Non-General Fund budgets. Overall, with the recommended changes, the County Budget relies on a total of \$20,882,241 in Non-General Fund balances instead of the \$21,328,321 in the Fiscal Year 2024-2025 Working Budget.

The overall effect of the departments' Mid-Year projections is that the recommended Mid-Year Budget changes the County's Working Budget as follows:

Fiscal Year 2024-2025	Board Approved Budget	Working Budget	Mid-Year Budget
Total Budget			
Revenues	\$152,997,605	\$154,017,514	\$155,491,297
Expenditures	\$170,508,201	\$184,389,239	\$185,416,942
Net County Cost	\$17,510,596	\$30,371,725	\$29,925,645
General Fund			
Revenues	\$89,168,170	\$89,309,580	\$90,737,922
Expenditures	\$94,431,803	\$98,352,984	\$99,781,326
Net County Cost	\$5,173,633	\$9,043,404	\$9,043,404

The increase in revenues between the Fiscal Year 2024-2025 Board Approved Budget and the Fiscal Year 2024-2025 Working (or "Current") Budget reflects budget amendments approved by your Board of Supervisors since the County Budget was approved last September. Based on department requests, this Mid-Year Financial Report recommends further increasing certain revenue and expenditure projections from those in the Working Budget. This is due, primarily, to an approximate increase of \$600,000 in Health and Human Services for certain grants (further discussed below) and an increase of \$500,000 in prior year one-time Property Tax in lieu of Vehicle License Fees in the General Revenue and Expenditures Budget. The even greater increase in expenditures between the Fiscal Year 2024-2025 Board Approved Budget and the Fiscal Year 2024-2025 Working Budget reflects the mechanics of rolling prior years' encumbrances into the current year's Board Approved Budget after adoption of the Budget.

The apparent increase in the Net County Cost from the Board Approved to the Working and Mid-Year Budgets is not necessarily a cause for concern. This is because prior years' encumbrances are not calculated as part of the prior fiscal year's year-ending Fund Balance. So, when the gap between revenues and expenditures increases in the Working Budget, or in the Mid-Year Budget, the difference between the shortfall and Fund Balance can usually be attributed to the amount of the prior years' encumbrances. This year, prior years' encumbrances amounted to a total of \$12,754,392 of which \$3,869,463 was in the General Fund. *(When a General Fund department unencumbers funds from a previous fiscal year, the monies are not left in that department's budget.)*

BACKGROUND

The instructions for the Mid-Year Financial Review submittal process continue to stress the importance of department heads accurately projecting revenues since, as already mentioned, meaningful corrective action needs to be taken as part of the Mid-Year Financial Report (not later) if revenues are likely to be unrealized. Similar to recent years, Department Heads with budgets that, as of December 31, 2024, failed to realize at least 40% of the revenue in any revenue category (e.g., Charges for Current Services, Other Revenue, etc.) were required to provide a written explanation as to why, and indicate whether the revenue estimates will still be met. Similarly, if more than 60% of appropriations in any object category (e.g., Services & Supplies, Internal Charges, Salaries & Benefits, etc.) were expended in a specific budget as of December 31, the department head was asked to explain the reason.

Also, similar to previous years, departments were: (1) asked to refrain from requesting the use of General Fund Contingencies money without first developing a corrective action plan and submitting it with their Mid-Year Budget request to address all revenue shortfalls and/or over-expenditures; and (2) in most cases, prevented from moving Salaries and Benefits cost savings (associated with vacant positions) to other appropriation object codes representing ongoing costs.

PROCESS

In an effort to facilitate the Mid-Year review process, departments are asked to enter their Mid-Year Budget projections directly into the County's Financial System, Finance Enterprise (FE). The Mid-Year budget changes being requested by the departments, and recommended by the CAO, are reflected in the Mid-Year column in the attached FE reports (Attachments A and B). If approved by your Board (*4/5ths vote required*), the Mid-Year projections will become the new Working Budget.

Most of the Mid-Year projections entered into FE represent appropriation change requests that can be approved by the County Administrative Officer and/or the Auditor-Controller (e.g., appropriation changes between object codes). These perfunctory appropriation changes are included as part of the Mid-Year Financial Review, since departments are allowed to continue spending within budget appropriations at the object category (as opposed to object code) levels, and departments have been encouraged to save these routine appropriation change requests until the Mid-Year and Third Quarter Financial Review processes in order to cut down on unnecessary appropriation change paperwork.

By policy, some changes - such as appropriating new revenue, transferring money between funds or budget units, and appropriations from Contingencies - require approval by the Board of Supervisors (*4/5ths vote*). Budgets with appropriation changes requiring Board approval (*4/5ths vote*) are discussed below in addition to being quantified in Attachments A and B.

OTHER SIGNIFICANT ISSUES

Sales Tax: As of December 31, 2024, the County Sales Tax is reported at \$681,524 or 36% of projected revenue totaling \$1,875,000. While the County has only received four months of sales receipts from the State, the pacing indicates the County is on track to meet the budgeted revenues for this fiscal year.

Hotel Transient Occupancy Tax (TOT) Revenue: TOT revenues for the Fiscal Year 2024-2025 2nd Quarter are currently at \$2,454,420. At this point last year, the revenues were \$909,177 due to the highway closures caused by flooding. TOT revenue is healthy and on track to meet the budgeted amount of \$4,100,000.

Federal Funding: With the recent changes in administration at the federal level, there is some concern over the future of some federal funding streams, some of which could impact department funding. At this point, there appear to be no changes to any such funding given recent court actions, though the Budget Team and Department Heads are closely tracking all federal funding in case adjustments need to be made over the coming months. It is more likely that any changes to federal funding will not take effect until next fiscal year.

FISCAL YEAR 2024-2025 MID-YEAR STATUS

Personnel Changes:

The following change is requested to correct an item that should have been included in the Fiscal Year 2024-2025 Budget:

- During the FY24-25 budget process, one (1) LTC Transportation Technician (Grade 6) was added to Authorized Strength. The intent of the department was to have this position as a career ladder series which Administration understood and supports. As part of Mid-Year, Administration is requesting the Board create a career ladder series for the LTC Transportation Technician (Grade 6) by making it a LTC Transportation Technician I/II (Grade 6/9).

GENERAL FUND:

General Fund budgets with significant Mid-Year changes, requiring your Board's approval (*4/5ths vote required*) are discussed below in addition to being identified in Attachment A.

Agricultural Commissioner (023300). Revenues in this budget have been increased by \$31,190 to recognize the actual revenue received from Mono County and the revenue allotment for Unrefunded Gas Tax. The General Fund Contingencies Budget has been adjusted accordingly.

Animal Control (023900). Revenues and expenditures have been increased by \$20,000 in order to fund the increased costs for spaying and neutering dogs and cats. The Budget Team is working closely with the Sheriff's Department to discuss the future costs and increases related to these expenses. There is no change to the Net County Cost.

Behavioral Health Services Act (045201). Revenues and expenditures have been increased by \$163,395 in order to cover costs directly related to the billing services contract for Mental Health services. The rates have increased, and this increase will allow for the payment of the contract. There are sufficient funds in the Mental Health Services Act Trust to cover the increase in the Operating Transfers In, into this budget. There is no change to the Net County Cost.

Child Health Disability Prevention (045201). Revenues and expenditures in this budget have been increased by \$320,657 to recognize the actual grant allocation amount for this program. The State recently added a new administrative allocation related to Foster Care nursing. There is no change to the Net County Cost.

California Child Services - Admin (045501). Revenues and expenditures have been increased by \$34,415 to recognize the actual allocation amount for this program. There is no change to the Net County Cost.

Clerk-Recorder (010300). Revenues have been increased by \$14,405 to recognize additional Recording and Clerk Fees. Expenditures have been reduced by \$1,300 as less equipment will be purchased in the current fiscal year. The General Fund Contingencies Budget has been adjusted accordingly.

Community Mental Health (045200). Revenues in this budget have been increased by \$9,641 in order to balance the budget to the required Maintenance of Effort amount. The General Fund Contingencies Budget has been adjusted.

Contingencies (087100). As discussed above and below, in total, General Fund Contingencies have increased by a total of \$691,698 to the amount of \$1,209,372. This includes the following: a contribution of \$31,190 from the Agricultural Commissioner budget; a contribution of \$15,705 from the Clerk-Recorder Budget; a contribution of \$9,641 from the Community Mental Health budget; a contribution of \$29,833 from the Elections budget; a contribution of \$500,000 from the General Revenue and Expenditures budget; a contribution of \$5,802 from the Health budget; a contribution of \$2,000 from the Museum budget; the use of \$3,000 in the Planning Budget; the use of \$14,221 in the Public Guardian budget; a contribution of \$9,394 from the Social Services budget; and finally a contribution of \$105,354

from the Treasurer-Tax Collector budget.

Elections (011000). Revenues in this budget have been increased by \$29,812 to recognize additional election funding and expenditures have been decreased by \$21. The General Fund Contingencies Budget has been adjusted.

General Revenues & Expenditures (011900). Revenues in this budget have been increased by \$500,000 in order to recognize a one-time increase from a prior year adjustment to the Property Tax in Lieu of VLF. The General Fund Contingencies Budget has been adjusted accordingly.

Health (045100). Revenues in this budget have been increased by \$144,702 in order to recognize additional PATH funding directly related to justice-involved populations. Expenditures have been increased by \$138,900. The General Fund Contingencies Budget has been adjusted.

Jail - General (022900). Revenues and expenditures have been decreased by \$33,000 as there is no ability to purchase and implement a laundering service at the jail this fiscal year. There is no change to the Net County Cost.

Jail CAD RMS Project (022950). Revenues and expenditures have been increased by \$759 to recognize actual expenditures through the end of the fiscal year. There is no change to the Net County Cost.

Jail - STC (022920). Revenues and expenditures have been reduced by \$8,878 in order to recognize the actual training allocation from the State. There is no change to the Net County Cost.

Library (066700). Revenues and expenditures have been increased by \$14,124 in order to recognize additional grant opportunities. There is no change to the Net County Cost.

Museum (077000). Revenues have been increased by \$4,700 and expenditures have been reduced by \$2,700. The changes have been represented in the General Fund Contingencies Budget.

Office of Disaster Services (023700). Revenues and expenditures have been increased by \$48,845 to recognize the actual state allocation amount available to provide services through the end of the fiscal year. There is no change to the Net County Cost.

Planning (023800). Expenses in this budget have been increased by \$3,000 in order to fund additional expenses related to the Code Compliance position for training. The General Fund Contingencies Budget has been reduced.

Public Defender (022600). Revenues and expenditures have been increased by \$25,907 in order to reflect the actual allocation for Dependency services. There is no change to the Net County Cost.

Public Guardian (023600). Revenue in this budget has been reduced by \$26,330. The department inadvertently budgeted revenue that was actually received for the previous fiscal year, and will not be realized this fiscal year. The department also worked closely with the Assistant CAO to reduce expenditures, for a total reduction of \$12,109. The resulting difference of \$14,221 has been reduced from the General Fund Contingencies Budget.

Social Services (055800). Revenues in this budget have been increased by \$9,394 in order to balance the budget to the County's actual Maintenance of Effort amount. The General Fund Contingencies Budget has been adjusted.

Treasurer-Tax Collector (010500). Revenues have been increased by \$124,604 to recognize additional deferred tax sale revenue. Expenditures have been increased by \$19,250. The General Fund Contingencies Budget has been adjusted.

NON-GENERAL FUND

Non-General Fund budgets with significant Mid-Year changes, requiring your Board's approval (*4/5ths vote required*), are discussed below in addition to being identified in Attachment B.

Auditor Controller Geothermal (010406). Expenditures in this budget are reduced by a total of \$33,302 due to less transfers being required into the Runway 12-30 Grooving Project. The Net Cost to Fund has been adjusted.

Bishop Airport (150100). Revenues have been increased by \$26,539 in order to recognize reimbursements from other airport funds for staff time and expenditures have been increased by \$6,285 for increased rent costs and general operating supplies. The overall result is an additional contribution to the Net Cost to Fund.

Bishop Airport Improvement Project (630303). Revenues in this budget have been increased by \$90,250 and expenditures have been increased by \$95,000 for the Rotating Beacon Replacement at the Bishop Airport. There is sufficient Fund Balance to cover the Net Cost to Fund.

CalAIM - PATH Justice Involved (505112). Expenditures in this budget have been increased by \$123,700 in order to recognize additional operating transfers into the Health budget. There is sufficient fund balance to cover the increased Net Cost to Fund.

Cannabis Regulation (023301). Revenues and expenditures have been decreased by \$8,612 to represent the actual need through the end of the fiscal year. There is no change to the Net Cost to Fund.

CAO - ACO (010201). Expenditures in this budget have been increased by \$10,000 to cover any administrative costs related to the CAPPII program administered by the Water Department. There is sufficient fund balance to cover the increased Net Cost to Fund.

Child Support (022501). Revenues and expenditures have been decreased by \$11,420 in order to recognize actual funding needs through the end of the fiscal year. There is no change to the Net Cost to Fund.

Co - Radio Communication Fund (011810). Revenues and expenditures in this budget have been increased by \$15,200 in order to fund an additional radio tower. There is no change to the Net Cost to Fund.

Computer Systems Fund (699900). Expenditures have been increased by \$38,000 to fund the purchase of additional door locks for the Quilter Consolidated Office Building. There is sufficient fund balance to cover the increased Net Cost to Fund.

Deferred Maintenance (011501). Revenues and expenditures in this budget have been increased by \$58,000 to cover additional costs for the door project at the Quilter Consolidated Building and the HVAC system for the Bishop Senior Center. There is no change to the Net Cost to Fund.

EMPG 23-24 (623823). Revenues and expenditures have been reduced by \$10,000 in order to reflect the actual allocation amount. There is no change to the Net Cost to Fund.

EMPG 24-25 (623824). Revenues and expenditures have been reduced by \$17,690 in order to reflect the actual allocation amount. There is no change to the Net Cost to Fund.

ESAAA (683000). Revenues and expenditures have been increased by \$20,000 to cover additional costs related to the HVAC system at the Bishop Senior Center. There is no change to the Net Cost to Fund.

ES Weed Management (621300). Revenues have been increased by \$1,372 to recognize actual

revenue to be received. The result is an additional contribution to the Net Cost to Fund.

Homeland Security 24-25 (623724). The department increased both revenues and expenditures by \$90,923 in order to recognize the allocation amount awarded by the State. There is no Net Cost to Fund.

Independence Airport (150300). Expenditures in this budget have been increased by \$790 to cover an additional operating transfer out into the Independence Airport Improvement budget to cover an outstanding loan. There is sufficient fund balance to cover the increase to the Net Cost to Fund.

Independence Airport - Improvement (150402). Revenues in this budget have been increased by \$255,530 and expenditures in this budget have been increased by \$254,740 in order to recognize new grant funding for the Independence Runway Rehabilitation program. The Net Cost to Fund has been adjusted.

Inyo Mosquito Abatement (15401). Revenues in this budget have been increased by \$8,339 in order to recognize the actual amount of Abatement fees to be received. The result is a contribution to the Net Cost to Fund.

Lone Pine/Death Valley Airport (150500). Expenditures have been increased by \$18,000 to reimburse staff time in other programs in Public Works. There is sufficient fund balance to cover the increased Net Cost to Fund.

Lone Pine/Death Valley Airport Improvement (150502). Revenues in this budget have been increased by \$1,693 to recognize additional FAA grant funding and expenditures have been increased by \$1,194 to fund the completion of the project. The overall result is a balanced budget with no Net Cost to Fund.

Motor Pool - Operating (200100). Revenues have been increased by \$220,300 in order to recognize the actual revenue to be received through the end of the fiscal year. Expenditures have been decreased by \$149,072 to reflect the actual expenditures through year end. The overall result is a contribution to the Net Cost to Fund.

Motor Pool - Replacement (200200). Revenue in this budget has been increased by \$125,000 to recognize the actual revenue to be received through the end of the fiscal year, and expenditures have been reduced by \$100,000 to recognize the actual operating transfer out that will occur through the end of the year. There is an overall increase to the contribution to the Net Cost to Fund.

Off Hwy Vehicle Grant 24-25 (623524). The department reduced both revenues and expenditures by \$4,700 to recognize the actual allocation amount. There is no change to the Net Cost to Fund.

Prop 64 - Public Health & Safety (620210). Revenue has been decreased by \$392,978 and expenditures have been reduced by \$401,937, as the grant deadline has been met. These were unspent funds on the grant that will not be claimed. Overall, the result is no Net Cost to Fund.

Recorders Micrographic/System (023401). Revenues in this budget have been increased by \$7,600 to recognize actual fees to be received through the end of the year. Expenditures have been reduced by \$700. This results in an additional contribution to the Net Cost to Fund.

Recycling & Waste Management (045700). The department increased revenue in this budget by \$10,353 to recognize an additional operating transfer from the Recycling & Waste Capital Improvement budget. The result is a contribution to the Net Cost to Fund.

Recycling & Waste Capital Improvement (045701). Expenditures in this budget have been increased by \$10,353 in order to fund an additional operating transfer into the Recycling & Waste Management budget. There is sufficient fund balance to cover the increased Net Cost to Fund.

Runway 12-30 Grooving Project (630100). Revenues have been decreased by \$339,400 and

expenditures have been decreased by \$295,178 in this budget as the project is complete. The changes result in a balanced budget with no Net Cost to Fund.

Salt Cedar Project (024502). Revenues and expenditures in this budget have increased by \$16,000 in order to fund the purchase of a trailer. There is no change in the Net Cost to Fund.

Substance Use Disorders (045315). Revenues in this budget have been increased by \$9,355 to recognize additional insurance payments. The Net Cost to Fund has been adjusted.

Transportation & Planning Trust (504605). Revenues and expenditures have been increased by \$4,784 to cover an increase in external charges. There is no change to the Net Cost to Fund.

Water Systems (152198). The department increased both revenues and expenditures by \$27,877 to cover additional professional expenditure costs. There is no change to the Net Cost to Fund.

Wildfire Preparedness Grant (612302). Revenues and expenditures have been reduced by \$149,999 as this grant has been canceled by the grantor. Overall, there is no impact to the Net Cost to Fund.

Women, Infants & Children 23-24. Revenues and expenditures have been reduced by \$8,875 as the grant ended on 09/30/2024. There is no change to the Net Cost to Fund.

FISCAL IMPACT:

This is the standard annual Mid-Year Financial Review. Fiscal details can be found in the attached accompanying documents. The immediate financial impacts to the County from this Mid-Year Financial Review are reflected in the discussion and recommendations above and included in Attachments A and B (Attachment A represents the General Fund and Attachment B represents the Non-General Fund Budget.)

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board has the option not to approve any of the specific recommendations and/or provide other direction to staff.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

All County departments provided the information necessary to compile this report, which has been prepared in close collaboration with the County Auditor-Controller.

STRATEGIC PLAN ALIGNMENT:

County budgeting affects numerous Strategic Focus Areas.

APPROVALS:

Denelle Carrington	Created/Initiated - 1/28/2025
Darcy Israel	Approved - 1/28/2025
Denelle Carrington	Approved - 2/13/2025
Amy Shepherd	Approved - 2/18/2025
Nate Greenberg	Final Approval - 2/18/2025

ATTACHMENTS:

1. Attachment A - General Fund Income Statement and Mid-Year Budget Review
2. Attachment B - Non-General Fund Income Statement and Mid-Year Budget Review

County of Inyo

Page 1

BUD023 - Income Statement - General Fund
Mid-Year FY 2024-25

Run Date: 02/13/2025

	% of Budget	Mid-Year Budget	Actual as of 12/31/24	% of Actual to Budget	YTD as of 12/31/23
REVENUES BY TYPE					
TAXES - PROPERTY	20.3%	18,494,000	1,575,850	8.5%	1,359,132
TAXES - OTHER	4.6%	4,212,000	1,263,545	30.0%	1,065,849
TAXES - SALES	2.0%	1,875,000	681,524	36.3%	927,605
LICENSES & PERMITS	0.9%	855,723	295,164	34.4%	348,072
FINES & FORFEITURES	1.1%	1,084,049	392,383	36.1%	507,425
RENTS & LEASES	0.0%	28,000	7,500	26.7%	3,750
REV USE OF MONEY & PROPERTY	1.1%	1,063,768	906,960	85.2%	302,912
AID FROM OTHER GOVT AGENCIES	41.1%	37,298,934	16,270,746	43.6%	16,120,747
CHARGES FOR CURRENT SERVICES	17.0%	15,425,916	4,896,588	31.7%	3,972,847
OTHER FINANCING SOURCES	11.3%	10,313,866	3,404,863	33.0%	2,389,748
OTHER REVENUE	0.0%	86,666	49,746	57.4%	49,681
Total Revenues by Type	100.0%	90,737,922	29,744,874	32.7%	27,047,772
EXPENDITURES BY OBJECT CATEGORY					
SALARIES & BENEFITS	58.9%	58,824,438	28,429,094	48.3%	26,302,609
SERVICES & SUPPLIES	16.8%	16,796,064	8,575,795	51.0%	3,792,613
INTERNAL CHARGES	9.4%	9,466,210	4,511,677	47.6%	3,560,598
OTHER CHARGES	7.0%	6,988,945	2,859,782	40.9%	2,196,019
DEBT SERVICE PRINCIPAL	0.0%	71,025	35,419	49.8%	35,066
DEBT SERVICE INTEREST	0.0%	3,076	1,630	53.0%	1,983
FIXED ASSETS	2.7%	2,742,985	1,428,843	52.0%	72,807
OTHER FINANCING USES	3.0%	3,079,211	244,974	7.9%	228,729
RESERVES	1.8%	1,809,372			
Total Expenditures	100.0%	99,781,326	46,087,217	46.1%	36,190,429
Change in Fund Balance		(9,043,404)	(16,342,343)	180.7%	(9,142,656)

County of Inyo

Page 2

BUD023 - Income Statement - General Fund
Mid-Year FY 2024-25

Run Date: 02/13/2025

	% of Budget	Mid-Year Budget	Actual as of 12/31/24	% of Actual to Budget	YTD as of 12/31/23
EXPENDITURES BY DEPARTMENT					
AGRICULTURAL COMMISSIONER					
AGRICULTURAL COMM / SEALER	0.8%	811,178	378,976	46.7%	393,002
ASSESSOR					
ASSESSOR	1.4%	1,442,674	664,767	46.0%	563,830
AUDITOR - CONTROLLER					
AUDITOR CONTROLLER - GENERAL	1.7%	1,783,191	921,194	51.6%	678,975
GENERAL FUND					
GENERAL REVENUE & EXPENDITURES	4.6%	4,603,382	1,574,180	34.1%	929,808
BOARD OF SUPERVISORS					
BOARD OF SUPERVISORS	1.0%	1,094,402	552,761	50.5%	500,491
CAO CULTURAL SERVICES					
COUNTY LIBRARY	1.2%	1,220,620	515,370	42.2%	395,258
LAW LIBRARY	0.0%	27,397	8,969	32.7%	4,452
MUSEUM - GENERAL	0.3%	347,404	166,034	47.7%	159,194
CORONER					
CORONER	0.3%	332,041	144,758	43.5%	74,684
COUNTY ADMINISTRATIVE OFFICER					
ADVERTISING COUNTY RESOURCES	0.1%	141,916	34,500	24.3%	86,431
CAO - GENERAL	1.2%	1,281,646	618,931	48.2%	540,733
CAO ECONOMIC DEVELOPMENT	1.4%	1,399,752	793,888	56.7%	202,299
CONTINGENCIES - GENERAL	1.2%	1,209,372			
COUNTY MARKETING	0.0%	69,950			
EMS-EMERGENCY MED SERVICES	0.3%	384,962	142,537	37.0%	246,814
ESCOG-OPERATING	0.1%	128,100	59,706	46.6%	52,939
GRANTS IN SUPPORT	0.1%	184,000	68,000	36.9%	46,601
INFORMATION SERVICES	3.2%	3,210,101	1,776,923	55.3%	1,313,132
OFFICE OF DISASTER SERVICES	0.2%	253,589	56,059	22.1%	122,096
PERSONNEL	2.3%	2,379,313	1,065,924	44.7%	449,161
PUBLIC DEFENDER	1.1%	1,115,361	875,378	78.4%	308,506
RISK MANAGEMENT	0.4%	478,522	147,900	30.9%	194,168
VETERANS SERVICE OFFICER	0.2%	238,200	109,736	46.0%	104,608
COUNTY CLERK					
COUNTY CLERK - GENERAL	0.5%	525,405	261,266	49.7%	266,688
ELECTIONS	0.5%	535,483	300,012	56.0%	250,205
COUNTY COUNSEL					
COUNTY COUNSEL	1.2%	1,262,911	694,135	54.9%	472,516
DISTRICT ATTORNEY					
DISTRICT ATTORNEY	1.4%	1,484,315	767,314	51.6%	716,595
DISTRICT ATTORNEY - SAFETY	0.8%	856,195	454,756	53.1%	484,615
ENVIRONMENTAL HEALTH					
ENVIRONMENTAL HEALTH - GENERAL	1.4%	1,420,092	632,625	44.5%	685,533
FARM ADVISOR					
FARM ADVISOR	0.1%	155,300	77,766	50.0%	76,174
HEALTH & HUMAN SERVICES					
BEHAVIORAL HEALTH SERVICES ACT	1.7%	1,734,566	524,292	30.2%	
CALIFORNIA CHILD SERVICE-ADMIN	0.1%	145,279	53,466	36.8%	55,475
CALIFORNIA CHILDREN SERVICE	0.0%	33,633	8,684	25.8%	7,614

County of Inyo

Page 3

BUD023 - Income Statement - General Fund Mid-Year FY 2024-25

Run Date: 02/13/2025

	% of Budget	Mid-Year Budget	Actual as of 12/31/24	% of Actual to Budget	YTD as of 12/31/23
CHILD HLTH AND DISABILITY PREV	0.3%	364,082	18,736	5.1%	18,030
COMMUNITY MENTAL HEALTH	7.6%	7,654,863	3,855,309	50.3%	2,870,275
FOSTER CARE - GENERAL	1.1%	1,100,000	564,310	51.3%	487,856
GENERAL RELIEF	0.1%	125,522	30,665	24.4%	45,445
HEALTH - GENERAL	4.7%	4,752,174	2,039,384	42.9%	1,752,064
OPIOID SETTLEMENT	0.1%	100,000	35,158	35.1%	
SOCIAL SERVICES - GENERAL	11.7%	11,732,986	4,602,963	39.2%	3,880,491
TANF (AFDC)	0.7%	725,000	333,059	45.9%	313,016
PERSONNEL					
INSURANCE, RETIREMENT, OASDI	4.8%	4,821,614	2,190,227	45.4%	1,959,005
PLANNING					
PLANNING & ZONING	1.1%	1,181,534	698,144	59.0%	384,617
PROBATION					
JUVENILE INSTITUTIONS	1.5%	1,505,658	719,713	47.8%	572,690
OUT OF COUNTY-JUVENILE HALL	0.2%	292,525	152,647	52.1%	84,745
PROBATION - GENERAL	2.3%	2,389,661	1,190,764	49.8%	989,972
PUBLIC ADMINISTRATOR					
PUBLIC ADMINISTRATOR	0.3%	367,097	181,449	49.4%	170,153
PUBLIC WORKS					
BUILDING & SAFETY	0.5%	533,813	263,877	49.4%	232,654
MAINTENANCE-BUILDING & GROUNDS	2.6%	2,666,034	1,195,086	44.8%	1,062,775
PARKS & RECREATION	2.4%	2,471,491	1,007,166	40.7%	708,430
PUBLIC WORKS	1.0%	1,084,427	595,687	54.9%	405,547
SHERIFF					
ANIMAL CONTROL - GENERAL	0.9%	926,268	444,314	47.9%	335,469
DNA	0.0%	75,000			2,062
JAIL - CAD RMS PROJECT	0.0%	35,359	35,359	100.0%	32,901
JAIL - GENERAL	4.4%	4,424,703	2,070,783	46.8%	1,826,030
JAIL - SAFETY PERSONNEL	1.6%	1,653,488	1,059,103	64.0%	1,225,944
JAIL - STC	0.0%	88,368	1,464	1.6%	8,440
JAIL SECURITY PROJECT	1.5%	1,499,370	955,351	63.7%	3,086
KITCHEN SERVICES	0.8%	849,973	362,605	42.6%	356,111
RAN	0.1%	146,939	55,290	37.6%	3,705
SEARCH & RESCUE	0.1%	156,342	5,540	3.5%	
SHERIFF - GENERAL	3.8%	3,888,887	1,964,244	50.5%	1,495,637
SHERIFF - SAFETY PERSONNEL	8.5%	8,552,850	4,413,542	51.6%	4,151,689
TREASURER					
TTC GENERAL	1.3%	1,298,546	594,985	45.8%	420,358
TRIAL COURT					
GRAND JURY	0.0%	26,500	(540)	(2.0%)	8,605
	100.0%	99,781,326	46,087,217	46.1%	36,190,429

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2024

RUN DATE: 02/13/2025

	Prior Actuals FY 2023-24	YTD Actuals FY 2024-25	Working Budget FY 2024-25	Mid-Year Budget FY 2024-25
AGRICULTURAL COMMISSIONER				
AG COMM/SEALER				
023300 AGRICULTURAL COMM / SEALER				
REVENUES				
4100 LICENSES & PERMITS	75,147	53,995	78,300	78,300
4400 AID FROM OTHER GOVT AGENCIES	384,539	6,583	356,683	388,078
4600 CHARGES FOR CURRENT SERVICES	91,825		94,955	94,750
TOTAL REVENUES	551,511	60,578	529,938	561,128
EXPENDITURES				
5000 SALARIES & BENEFITS	551,685	282,944	585,582	585,780
5100 SERVICES & SUPPLIES	37,798	19,399	58,059	58,129
5200 INTERNAL CHARGES	135,767	76,634	167,537	167,269
TOTAL EXPENDITURES	725,250	378,977	811,178	811,178
023300 NET COST	(173,739)	(318,399)	(281,240)	(250,050)
AG COMM/SEALER NET COST	(173,739)	(318,399)	(281,240)	(250,050)
AGRICULTURAL COMMISSIONER NET COST	(173,739)	(318,399)	(281,240)	(250,050)

ASSESSOR

ASSESSOR				
010600 ASSESSOR				
REVENUES				
4800 OTHER FINANCING SOURCES			15,000	15,000
4900 OTHER REVENUE	7,504	1,510	6,000	6,000
TOTAL REVENUES	7,504	1,510	21,000	21,000
EXPENDITURES				
5000 SALARIES & BENEFITS	1,018,045	606,739	1,253,772	1,253,772
5100 SERVICES & SUPPLIES	27,047	10,404	58,526	58,526
5200 INTERNAL CHARGES	125,726	47,625	130,376	130,376
TOTAL EXPENDITURES	1,170,818	664,768	1,442,674	1,442,674
010600 NET COST	(1,163,314)	(663,258)	(1,421,674)	(1,421,674)
ASSESSOR NET COST	(1,163,314)	(663,258)	(1,421,674)	(1,421,674)
ASSESSOR NET COST	(1,163,314)	(663,258)	(1,421,674)	(1,421,674)

AUDITOR - CONTROLLER

AUDITOR-CONTROLLER				
010400 AUDITOR CONTROLLER - GENERAL				

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2024 **RUN DATE:** 02/13/2025

	Prior Actuals FY 2023-24	YTD Actuals FY 2024-25	Working Budget FY 2024-25	Mid-Year Budget FY 2024-25
REVENUES				
4000 TAXES - PROPERTY	69,850	79,020	261,000	261,000
4060 TAXES - SALES	2,271,251	681,524	1,875,000	1,875,000
4600 CHARGES FOR CURRENT SERVICES	3,248,284	1,811,393	3,744,166	3,744,166
4900 OTHER REVENUE	2,782			
TOTAL REVENUES	5,592,167	2,571,937	5,880,166	5,880,166
EXPENDITURES				
5000 SALARIES & BENEFITS	1,159,793	666,712	1,348,995	1,348,995
5100 SERVICES & SUPPLIES	182,869	209,774	337,484	337,484
5200 INTERNAL CHARGES	83,269	44,709	96,712	96,712
TOTAL EXPENDITURES	1,425,931	921,195	1,783,191	1,783,191
010400 NET COST	4,166,236	1,650,742	4,096,975	4,096,975
011900 GENERAL REVENUE & EXPENDITURES				
REVENUES				
4000 TAXES - PROPERTY	18,012,677	1,496,830	18,233,000	18,233,000
4050 TAXES - OTHER	4,626,801	1,218,140	4,100,000	4,100,000
4100 LICENSES & PERMITS	260,895	22,396	228,600	228,600
4200 FINES & FORFEITURES	926,901	367,839	890,000	890,000
4350 REV USE OF MONEY & PROPERTY	1,486,720	875,709	1,000,500	1,000,500
4400 AID FROM OTHER GOVT AGENCIES	8,906,213	6,595,528	9,278,088	9,778,088
4600 CHARGES FOR CURRENT SERVICES	185,609	4,271	204,051	204,051
4800 OTHER FINANCING SOURCES	2,880,690	2,411,949	2,661,714	2,661,714
4900 OTHER REVENUE	30,906	14,650		
TOTAL REVENUES	37,317,412	13,007,312	36,595,953	37,095,953
EXPENDITURES				
5100 SERVICES & SUPPLIES	129,848	15,388	136,092	136,092
5500 OTHER CHARGES	1,064,694	1,484,993	2,690,835	2,690,835
5800 OTHER FINANCING USES	2,886,762	73,800	1,776,455	1,776,455
TOTAL EXPENDITURES	4,081,304	1,574,181	4,603,382	4,603,382
011900 NET COST	33,236,108	11,433,131	31,992,571	32,492,571
AUDITOR-CONTROLLER NET COST	37,402,344	13,083,873	36,089,546	36,589,546
N/A				
000100 GENERAL FUND				
REVENUES				
4050 TAXES - OTHER		(589)		
TOTAL REVENUES		(589)		

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2024

RUN DATE: 02/13/2025

	Prior Actuals FY 2023-24	YTD Actuals FY 2024-25	Working Budget FY 2024-25	Mid-Year Budget FY 2024-25
000100 NET COST		(589)		
N/A NET COST		(589)		
AUDITOR - CONTROLLER NET COST	37,402,344	13,083,284	36,089,546	36,589,546

BOARD OF SUPERVISORS

BOARD OF SUPERVISORS

010100 BOARD OF SUPERVISORS

REVENUES

4600	CHARGES FOR CURRENT SERVICES	1,242	410
4900	OTHER REVENUE		400

TOTAL REVENUES

1,242 810

EXPENDITURES

5000	SALARIES & BENEFITS	828,932	465,742	923,017	923,017
5100	SERVICES & SUPPLIES	84,801	54,452	98,870	104,670
5200	INTERNAL CHARGES	49,973	32,567	72,515	66,715

TOTAL EXPENDITURES

963,706 552,761 1,094,402 1,094,402

010100 NET COST

(962,464) (551,951) (1,094,402) (1,094,402)

BOARD OF SUPERVISORS NET COST

(962,464) (551,951) (1,094,402) (1,094,402)

BOARD OF SUPERVISORS NET COST

(962,464) (551,951) (1,094,402) (1,094,402)

COUNTY ADMINISTRATIVE OFFICER

ADVERTISING COUNTY RESOURCES

011400 ADVERTISING COUNTY RESOURCES

REVENUES

TOTAL REVENUES

EXPENDITURES

5100	SERVICES & SUPPLIES	42,655		500	500
5500	OTHER CHARGES	193,134	34,500	141,416	141,416

TOTAL EXPENDITURES

235,789 34,500 141,916 141,916

011400 NET COST

(235,789) (34,500) (141,916) (141,916)

011402 GRANTS IN SUPPORT

REVENUES

TOTAL REVENUES

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2024

RUN DATE: 02/13/2025

	Prior Actuals FY 2023-24	YTD Actuals FY 2024-25	Working Budget FY 2024-25	Mid-Year Budget FY 2024-25
EXPENDITURES				
5100 SERVICES & SUPPLIES			3,000	3,000
5500 OTHER CHARGES	121,831	68,000	181,000	181,000
TOTAL EXPENDITURES	121,831	68,000	184,000	184,000
011402 NET COST	(121,831)	(68,000)	(184,000)	(184,000)
011405 COUNTY MARKETING				
EXPENDITURES				
5100 SERVICES & SUPPLIES			45,500	45,500
5500 OTHER CHARGES			24,450	24,450
TOTAL EXPENDITURES			69,950	69,950
011405 NET COST			(69,950)	(69,950)
ADVERTISING COUNTY RESOURCES NET COST	(357,620)	(102,500)	(395,866)	(395,866)
CONTINGENCIES				
087100 CONTINGENCIES - GENERAL				
EXPENDITURES				
5900 RESERVES			517,674	1,209,372
TOTAL EXPENDITURES			517,674	1,209,372
087100 NET COST			(517,674)	(1,209,372)
CONTINGENCIES NET COST			(517,674)	(1,209,372)
COUNTY ADMINISTRATIVE OFFICER				
010200 CAO - GENERAL				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES		10,000		
4600 CHARGES FOR CURRENT SERVICES	10,000	5,000		
4800 OTHER FINANCING SOURCES		20,418	227,000	227,000
4900 OTHER REVENUE	4,176			
TOTAL REVENUES	14,176	35,418	227,000	227,000
EXPENDITURES				
5000 SALARIES & BENEFITS	757,400	430,283	1,016,219	977,347
5100 SERVICES & SUPPLIES	91,225	146,860	170,980	209,052
5200 INTERNAL CHARGES	85,959	41,789	94,447	95,247
TOTAL EXPENDITURES	934,584	618,932	1,281,646	1,281,646

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2024

RUN DATE: 02/13/2025

	Prior Actuals FY 2023-24	YTD Actuals FY 2024-25	Working Budget FY 2024-25	Mid-Year Budget FY 2024-25
010200 NET COST	(920,408)	(583,514)	(1,054,646)	(1,054,646)
011403 ESCOG-OPERATING REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	114,929	1,990	103,100	103,100
TOTAL REVENUES	114,929	1,990	103,100	103,100
EXPENDITURES				
5000 SALARIES & BENEFITS	108,945	55,362	118,035	118,285
5100 SERVICES & SUPPLIES	502	210	1,101	851
5200 INTERNAL CHARGES	2,928	4,136	8,964	8,964
TOTAL EXPENDITURES	112,375	59,708	128,100	128,100
011403 NET COST	2,554	(57,718)	(25,000)	(25,000)
011404 EMS-EMERGENCY MED SERVICES REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	71,215	56,420	112,842	112,842
TOTAL REVENUES	71,215	56,420	112,842	112,842
EXPENDITURES				
5100 SERVICES & SUPPLIES	223,828	142,538	269,962	269,962
5500 OTHER CHARGES	150,000		115,000	115,000
TOTAL EXPENDITURES	373,828	142,538	384,962	384,962
011404 NET COST	(302,613)	(86,118)	(272,120)	(272,120)
COUNTY ADMINISTRATIVE OFFICER NET COST	(1,220,467)	(727,350)	(1,351,766)	(1,351,766)
ECONOMIC DEVELOPMENT				
010202 CAO ECONOMIC DEVELOPMENT REVENUES				
4400 AID FROM OTHER GOVT AGENCIES			205,000	205,000
4900 OTHER REVENUE		2,500		
TOTAL REVENUES		2,500	205,000	205,000
EXPENDITURES				
5000 SALARIES & BENEFITS	237,958	139,395	283,814	283,814
5100 SERVICES & SUPPLIES	198,125	581,144	1,006,168	1,006,168
5200 INTERNAL CHARGES	15,964	11,850	28,270	28,270
5500 OTHER CHARGES		61,500	61,500	61,500
5600 FIXED ASSETS			20,000	20,000

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2024

RUN DATE: 02/13/2025

	Prior Actuals FY 2023-24	YTD Actuals FY 2024-25	Working Budget FY 2024-25	Mid-Year Budget FY 2024-25
TOTAL EXPENDITURES	452,047	793,889	1,399,752	1,399,752
010202 NET COST	(452,047)	(791,389)	(1,194,752)	(1,194,752)
ECONOMIC DEVELOPMENT NET COST	(452,047)	(791,389)	(1,194,752)	(1,194,752)
INFORMATION SERVICES				
011801 INFORMATION SERVICES				
REVENUES				
4600 CHARGES FOR CURRENT SERVICES	559,411	123,810	655,338	655,338
TOTAL REVENUES	559,411	123,810	655,338	655,338
EXPENDITURES				
5000 SALARIES & BENEFITS	1,689,499	1,020,080	1,998,979	1,987,807
5100 SERVICES & SUPPLIES	817,934	687,846	1,074,608	1,079,608
5200 INTERNAL CHARGES	117,774	69,001	136,514	142,686
TOTAL EXPENDITURES	2,625,207	1,776,927	3,210,101	3,210,101
011801 NET COST	(2,065,796)	(1,653,117)	(2,554,763)	(2,554,763)
INFORMATION SERVICES NET COST	(2,065,796)	(1,653,117)	(2,554,763)	(2,554,763)
OFFICE OF DISASTER SERVICES				
023700 OFFICE OF DISASTER SERVICES				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	182,926	86,211	83,555	132,400
4800 OTHER FINANCING SOURCES			500	500
TOTAL REVENUES	182,926	86,211	84,055	132,900
EXPENDITURES				
5000 SALARIES & BENEFITS	97,121	52,033	27,667	98,053
5100 SERVICES & SUPPLIES	130,316	645	26,980	21,132
5200 INTERNAL CHARGES	7,390	3,380	3,615	6,767
5800 OTHER FINANCING USES			146,482	127,637
TOTAL EXPENDITURES	234,827	56,058	204,744	253,589
023700 NET COST	(51,901)	30,153	(120,689)	(120,689)
OFFICE OF DISASTER SERVICES NET COST	(51,901)	30,153	(120,689)	(120,689)
PERSONNEL				
010800 PERSONNEL				
REVENUES				

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2024

RUN DATE: 02/13/2025

	Prior Actuals FY 2023-24	YTD Actuals FY 2024-25	Working Budget FY 2024-25	Mid-Year Budget FY 2024-25
4600 CHARGES FOR CURRENT SERVICES	18,000	18,015	18,000	18,000
4900 OTHER REVENUE	3,632	1,467		
TOTAL REVENUES	21,632	19,482	18,000	18,000
EXPENDITURES				
5000 SALARIES & BENEFITS	624,918	303,886	601,063	601,063
5100 SERVICES & SUPPLIES	372,412	706,360	1,048,364	1,048,364
5200 INTERNAL CHARGES	162,057	55,679	129,886	129,886
5600 FIXED ASSETS	16,665			
5900 RESERVES			600,000	600,000
TOTAL EXPENDITURES	1,176,052	1,065,925	2,379,313	2,379,313
010800 NET COST	(1,154,420)	(1,046,443)	(2,361,313)	(2,361,313)
PERSONNEL NET COST	(1,154,420)	(1,046,443)	(2,361,313)	(2,361,313)
PUBLIC DEFENDER				
022600 PUBLIC DEFENDER				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	192,778	46,850	190,000	190,000
4600 CHARGES FOR CURRENT SERVICES	77,193	21,477	60,000	85,907
TOTAL REVENUES	269,971	68,327	250,000	275,907
EXPENDITURES				
5100 SERVICES & SUPPLIES	872,880	875,291	1,089,304	1,115,211
5200 INTERNAL CHARGES	261	88	150	150
TOTAL EXPENDITURES	873,141	875,379	1,089,454	1,115,361
022600 NET COST	(603,170)	(807,052)	(839,454)	(839,454)
PUBLIC DEFENDER NET COST	(603,170)	(807,052)	(839,454)	(839,454)
RISK MANAGEMENT				
010900 RISK MANAGEMENT				
REVENUES				
4600 CHARGES FOR CURRENT SERVICES	451,894	239,261	478,522	478,522
4900 OTHER REVENUE	3,768	410		
TOTAL REVENUES	455,662	239,671	478,522	478,522
EXPENDITURES				
5000 SALARIES & BENEFITS	314,340	130,715	378,918	368,918
5100 SERVICES & SUPPLIES	24,231	1,857	61,738	71,738
5200 INTERNAL CHARGES	29,121	15,328	37,866	37,866

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2024

RUN DATE: 02/13/2025

	Prior Actuals FY 2023-24	YTD Actuals FY 2024-25	Working Budget FY 2024-25	Mid-Year Budget FY 2024-25
TOTAL EXPENDITURES	367,692	147,900	478,522	478,522
010900 NET COST	87,970	91,771		
RISK MANAGEMENT NET COST	87,970	91,771		
VETERANS SERVICE OFFICER				
056600 VETERANS SERVICE OFFICER				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	34,308	70,658	151,335	151,335
TOTAL REVENUES	34,308	70,658	151,335	151,335
EXPENDITURES				
5000 SALARIES & BENEFITS	159,126	90,380	177,116	177,116
5100 SERVICES & SUPPLIES	10,125	4,744	25,580	25,580
5200 INTERNAL CHARGES	37,911	14,613	34,754	34,754
5500 OTHER CHARGES	270		750	750
TOTAL EXPENDITURES	207,432	109,737	238,200	238,200
056600 NET COST	(173,124)	(39,079)	(86,865)	(86,865)
VETERANS SERVICE OFFICER NET COST	(173,124)	(39,079)	(86,865)	(86,865)
COUNTY ADMINISTRATIVE OFFICER NET COST	(5,990,575)	(5,045,006)	(9,423,142)	(10,114,840)
CAO CULTURAL SERVICES				
COUNTY LIBRARY				
066700 COUNTY LIBRARY				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	7,035	30,875	37,225	51,349
4600 CHARGES FOR CURRENT SERVICES	297	127	300	300
4800 OTHER FINANCING SOURCES			45,593	45,593
4900 OTHER REVENUE	2,869	762	3,550	3,550
TOTAL REVENUES	10,201	31,764	86,668	100,792
EXPENDITURES				
5000 SALARIES & BENEFITS	736,095	417,906	952,220	952,220
5100 SERVICES & SUPPLIES	45,387	19,707	96,838	110,962
5200 INTERNAL CHARGES	59,791	32,164	66,252	66,252
5600 FIXED ASSETS		45,593	91,186	91,186
TOTAL EXPENDITURES	841,273	515,370	1,206,496	1,220,620

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2024

RUN DATE: 02/13/2025

	Prior Actuals FY 2023-24	YTD Actuals FY 2024-25	Working Budget FY 2024-25	Mid-Year Budget FY 2024-25
066700 NET COST	(831,072)	(483,606)	(1,119,828)	(1,119,828)
COUNTY LIBRARY NET COST	(831,072)	(483,606)	(1,119,828)	(1,119,828)
LAW LIBRARY				
022300 LAW LIBRARY				
REVENUES				
4200 FINES & FORFEITURES	8,545		8,000	8,000
4800 OTHER FINANCING SOURCES			3,000	3,000
TOTAL REVENUES	8,545		11,000	11,000
EXPENDITURES				
5100 SERVICES & SUPPLIES	16,509	8,969	27,397	27,397
TOTAL EXPENDITURES	16,509	8,969	27,397	27,397
022300 NET COST	(7,964)	(8,969)	(16,397)	(16,397)
LAW LIBRARY NET COST	(7,964)	(8,969)	(16,397)	(16,397)
MUSEUM				
077000 MUSEUM - GENERAL				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	7,000	10,700		10,700
4600 CHARGES FOR CURRENT SERVICES	25	20	200	200
4800 OTHER FINANCING SOURCES	20,000		35,000	35,000
4900 OTHER REVENUE	20,615		41,000	35,000
TOTAL REVENUES	47,640	10,720	76,200	80,900
EXPENDITURES				
5000 SALARIES & BENEFITS	258,046	148,127	282,981	283,681
5100 SERVICES & SUPPLIES	50,407	8,303	41,800	43,800
5200 INTERNAL CHARGES	19,580	9,604	19,923	19,923
TOTAL EXPENDITURES	328,033	166,034	344,704	347,404
077000 NET COST	(280,393)	(155,314)	(268,504)	(266,504)
MUSEUM NET COST	(280,393)	(155,314)	(268,504)	(266,504)
CAO CULTURAL SERVICES NET COST	(1,119,429)	(647,889)	(1,404,729)	(1,402,729)
CORONER				
CORONER				
023500 CORONER				

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2024

RUN DATE: 02/13/2025

	Prior Actuals FY 2023-24	YTD Actuals FY 2024-25	Working Budget FY 2024-25	Mid-Year Budget FY 2024-25
REVENUES				
4600 CHARGES FOR CURRENT SERVICES	74	70	150	150
TOTAL REVENUES	<u>74</u>	<u>70</u>	<u>150</u>	<u>150</u>
EXPENDITURES				
5000 SALARIES & BENEFITS	82,276	48,526	108,366	108,366
5100 SERVICES & SUPPLIES	78,069	93,595	211,317	211,317
5200 INTERNAL CHARGES	4,824	2,638	5,358	5,358
5600 FIXED ASSETS	7,440		7,000	7,000
TOTAL EXPENDITURES	<u>172,609</u>	<u>144,759</u>	<u>332,041</u>	<u>332,041</u>
023500 NET COST	<u>(172,535)</u>	<u>(144,689)</u>	<u>(331,891)</u>	<u>(331,891)</u>
CORONER NET COST	<u>(172,535)</u>	<u>(144,689)</u>	<u>(331,891)</u>	<u>(331,891)</u>
CORONER NET COST	<u>(172,535)</u>	<u>(144,689)</u>	<u>(331,891)</u>	<u>(331,891)</u>

COUNTY CLERK

COUNTY CLERK

010300 COUNTY CLERK - GENERAL

REVENUES

4050 TAXES - OTHER	138,858	45,995	115,000	112,000
4100 LICENSES & PERMITS	8,617	4,813	8,000	9,600
4600 CHARGES FOR CURRENT SERVICES	54,212	36,213	58,000	73,800
4900 OTHER REVENUE	15	5		5
TOTAL REVENUES	<u>201,702</u>	<u>87,026</u>	<u>181,000</u>	<u>195,405</u>

EXPENDITURES

5000 SALARIES & BENEFITS	384,666	193,325	387,269	387,269
5100 SERVICES & SUPPLIES	9,531	3,685	10,750	9,450
5200 INTERNAL CHARGES	96,343	64,255	128,686	128,686
TOTAL EXPENDITURES	<u>490,540</u>	<u>261,265</u>	<u>526,705</u>	<u>525,405</u>

010300 NET COST	<u>(288,838)</u>	<u>(174,239)</u>	<u>(345,705)</u>	<u>(330,000)</u>
------------------------	------------------	------------------	------------------	------------------

COUNTY CLERK NET COST	<u>(288,838)</u>	<u>(174,239)</u>	<u>(345,705)</u>	<u>(330,000)</u>
------------------------------	------------------	------------------	------------------	------------------

ELECTIONS

011000 ELECTIONS

REVENUES

4600 CHARGES FOR CURRENT SERVICES	16,057	34,774	17,080	46,892
4800 OTHER FINANCING SOURCES	23,163			
4900 OTHER REVENUE	1,660			

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2024

RUN DATE: 02/13/2025

	Prior Actuals FY 2023-24	YTD Actuals FY 2024-25	Working Budget FY 2024-25	Mid-Year Budget FY 2024-25
TOTAL REVENUES	40,880	34,774	17,080	46,892
EXPENDITURES				
5000 SALARIES & BENEFITS	326,301	155,574	316,787	316,787
5100 SERVICES & SUPPLIES	166,961	115,266	155,010	154,718
5200 INTERNAL CHARGES	47,005	29,173	63,707	63,978
TOTAL EXPENDITURES	540,267	300,013	535,504	535,483
011000 NET COST	(499,387)	(265,239)	(518,424)	(488,591)
ELECTIONS NET COST	(499,387)	(265,239)	(518,424)	(488,591)
COUNTY CLERK NET COST	(788,225)	(439,478)	(864,129)	(818,591)
COUNTY COUNSEL				
COUNTY COUNSEL				
010700 COUNTY COUNSEL				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES			30,000	30,000
4600 CHARGES FOR CURRENT SERVICES	158,816	162,189	277,521	277,521
4900 OTHER REVENUE	363			
TOTAL REVENUES	159,179	162,189	307,521	307,521
EXPENDITURES				
5000 SALARIES & BENEFITS	825,048	446,819	886,134	886,134
5100 SERVICES & SUPPLIES	45,375	206,382	295,625	295,625
5200 INTERNAL CHARGES	77,888	40,932	81,152	81,152
TOTAL EXPENDITURES	948,311	694,133	1,262,911	1,262,911
010700 NET COST	(789,132)	(531,944)	(955,390)	(955,390)
COUNTY COUNSEL NET COST	(789,132)	(531,944)	(955,390)	(955,390)
COUNTY COUNSEL NET COST	(789,132)	(531,944)	(955,390)	(955,390)
DISTRICT ATTORNEY				
DISTRICT ATTORNEY				
022400 DISTRICT ATTORNEY				
REVENUES				
4200 FINES & FORFEITURES	2,865		3,000	3,000
4400 AID FROM OTHER GOVT AGENCIES	252,966	54,961	254,750	254,750
4600 CHARGES FOR CURRENT SERVICES	50,260	16,639	42,204	42,204
4800 OTHER FINANCING SOURCES	20,353		17,010	17,010

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2024

RUN DATE: 02/13/2025

	Prior Actuals FY 2023-24	YTD Actuals FY 2024-25	Working Budget FY 2024-25	Mid-Year Budget FY 2024-25
TOTAL REVENUES	326,444	71,600	316,964	316,964
EXPENDITURES				
5000 SALARIES & BENEFITS	1,199,749	653,348	1,243,777	1,243,777
5100 SERVICES & SUPPLIES	120,058	46,630	102,697	102,697
5200 INTERNAL CHARGES	126,876	67,337	137,841	137,841
TOTAL EXPENDITURES	1,446,683	767,315	1,484,315	1,484,315
022400 NET COST	(1,120,239)	(695,715)	(1,167,351)	(1,167,351)
022410 DISTRICT ATTORNEY - SAFETY				
REVENUES				
4600 CHARGES FOR CURRENT SERVICES	22,108		65,000	65,000
TOTAL REVENUES	22,108		65,000	65,000
EXPENDITURES				
5000 SALARIES & BENEFITS	752,700	437,934	822,550	822,550
5200 INTERNAL CHARGES	132,696	16,823	33,645	33,645
TOTAL EXPENDITURES	885,396	454,757	856,195	856,195
022410 NET COST	(863,288)	(454,757)	(791,195)	(791,195)
DISTRICT ATTORNEY NET COST	(1,983,527)	(1,150,472)	(1,958,546)	(1,958,546)
DISTRICT ATTORNEY NET COST	(1,983,527)	(1,150,472)	(1,958,546)	(1,958,546)

ENVIRONMENTAL HEALTH

ENVIRONMENTAL HEALTH

045400 ENVIRONMENTAL HEALTH - GENERAL

REVENUES

4100 LICENSES & PERMITS	83,721	58,130	87,108	87,108
4400 AID FROM OTHER GOVT AGENCIES	623,700	373,526	691,185	691,185
4600 CHARGES FOR CURRENT SERVICES	243,974	102,261	269,378	269,378
TOTAL REVENUES	951,395	533,917	1,047,671	1,047,671

EXPENDITURES

5000 SALARIES & BENEFITS	946,491	472,045	1,009,028	1,009,028
5100 SERVICES & SUPPLIES	63,846	27,508	142,548	132,132
5200 INTERNAL CHARGES	211,435	122,659	268,516	268,516
5600 FIXED ASSETS	35,347	10,416		10,416
TOTAL EXPENDITURES	1,257,119	632,628	1,420,092	1,420,092

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2024

RUN DATE: 02/13/2025

	Prior Actuals FY 2023-24	YTD Actuals FY 2024-25	Working Budget FY 2024-25	Mid-Year Budget FY 2024-25
045400 NET COST	(305,724)	(98,711)	(372,421)	(372,421)
ENVIRONMENTAL HEALTH NET COST	(305,724)	(98,711)	(372,421)	(372,421)
ENVIRONMENTAL HEALTH NET COST	(305,724)	(98,711)	(372,421)	(372,421)

FARM ADVISOR

FARM ADVISOR

066800 FARM ADVISOR

REVENUES

4400 AID FROM OTHER GOVT AGENCIES	48,093	50,652	50,321	50,321
-----------------------------------	--------	--------	--------	--------

TOTAL REVENUES	48,093	50,652	50,321	50,321
-----------------------	--------	--------	--------	--------

EXPENDITURES

5000 SALARIES & BENEFITS	83,349	51,753	86,566	87,066
--------------------------	--------	--------	--------	--------

5100 SERVICES & SUPPLIES	1,618	1,014	3,747	3,747
--------------------------	-------	-------	-------	-------

5200 INTERNAL CHARGES	66,989	25,000	64,987	64,487
-----------------------	--------	--------	--------	--------

TOTAL EXPENDITURES	151,956	77,767	155,300	155,300
---------------------------	---------	--------	---------	---------

066800 NET COST	(103,863)	(27,115)	(104,979)	(104,979)
------------------------	-----------	----------	-----------	-----------

FARM ADVISOR NET COST	(103,863)	(27,115)	(104,979)	(104,979)
------------------------------	-----------	----------	-----------	-----------

FARM ADVISOR NET COST	(103,863)	(27,115)	(104,979)	(104,979)
------------------------------	-----------	----------	-----------	-----------

HEALTH & HUMAN SERVICES

AID TO FAMILIES-DEPENDENT CHLD

056300 TANF (AFDC)

REVENUES

4400 AID FROM OTHER GOVT AGENCIES	598,403	79,694	725,000	596,929
-----------------------------------	---------	--------	---------	---------

4800 OTHER FINANCING SOURCES		127,173		127,173
------------------------------	--	---------	--	---------

4900 OTHER REVENUE	4,213	898		898
--------------------	-------	-----	--	-----

TOTAL REVENUES	602,616	207,765	725,000	725,000
-----------------------	---------	---------	---------	---------

EXPENDITURES

5500 OTHER CHARGES	602,616	333,059	725,000	725,000
--------------------	---------	---------	---------	---------

TOTAL EXPENDITURES	602,616	333,059	725,000	725,000
---------------------------	---------	---------	---------	---------

056300 NET COST		(125,294)		
------------------------	--	-----------	--	--

AID TO FAMILIES-DEPENDENT CHLD NET COST		(125,294)		
--	--	-----------	--	--

COMMUNITY MENTAL HEALTH

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2024

RUN DATE: 02/13/2025

	Prior Actuals FY 2023-24	YTD Actuals FY 2024-25	Working Budget FY 2024-25	Mid-Year Budget FY 2024-25
045200 COMMUNITY MENTAL HEALTH				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	55,771	29,694	60,000	60,000
4400 AID FROM OTHER GOVT AGENCIES	3,978,259	789,174	3,434,074	3,443,715
4600 CHARGES FOR CURRENT SERVICES	214,641	358,297	1,342,986	1,342,986
4800 OTHER FINANCING SOURCES	2,534,406	253,564	2,784,305	2,784,305
4900 OTHER REVENUE		360		
TOTAL REVENUES	6,783,077	1,431,089	7,621,365	7,631,006
EXPENDITURES				
5000 SALARIES & BENEFITS	3,949,926	2,049,618	4,530,002	4,530,002
5100 SERVICES & SUPPLIES	1,648,878	1,337,128	1,821,340	1,821,340
5200 INTERNAL CHARGES	718,823	312,442	700,179	700,179
5500 OTHER CHARGES	602,267	80,201	222,150	222,150
5600 FIXED ASSETS		75,919	150,000	150,000
5800 OTHER FINANCING USES			231,192	231,192
TOTAL EXPENDITURES	6,919,894	3,855,308	7,654,863	7,654,863
045200 NET COST	(136,817)	(2,424,219)	(33,498)	(23,857)
045201 BEHAVIORAL HEALTH SERVICES ACT				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES		450,744	565,555	565,555
4800 OTHER FINANCING SOURCES			1,005,616	1,169,011
TOTAL REVENUES		450,744	1,571,171	1,734,566
EXPENDITURES				
5000 SALARIES & BENEFITS	4,589	450,115	1,157,078	1,157,078
5100 SERVICES & SUPPLIES		6,346	116,935	281,330
5200 INTERNAL CHARGES		67,831	293,658	292,658
5500 OTHER CHARGES			3,500	3,500
TOTAL EXPENDITURES	4,589	524,292	1,571,171	1,734,566
045201 NET COST	(4,589)	(73,548)		
045202 OPIOID SETTLEMENT				
REVENUES				
4800 OTHER FINANCING SOURCES			100,000	100,000
TOTAL REVENUES			100,000	100,000
EXPENDITURES				
5000 SALARIES & BENEFITS	406	29,585	67,747	67,747
5100 SERVICES & SUPPLIES		5,574	32,253	32,253

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2024

RUN DATE: 02/13/2025

	Prior Actuals FY 2023-24	YTD Actuals FY 2024-25	Working Budget FY 2024-25	Mid-Year Budget FY 2024-25
TOTAL EXPENDITURES	406	35,159	100,000	100,000
045202 NET COST	(406)	(35,159)		
COMMUNITY MENTAL HEALTH NET COST	(141,812)	(2,532,926)	(33,498)	(23,857)
CRIPPLED CHILDREN SERVICE				
045500 CALIFORNIA CHILDREN SERVICE				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	13,660	567	33,633	33,633
TOTAL REVENUES	13,660	567	33,633	33,633
EXPENDITURES				
5000 SALARIES & BENEFITS	13,434	8,345	15,113	15,113
5100 SERVICES & SUPPLIES	3		17,841	17,841
5200 INTERNAL CHARGES	598	340	679	679
TOTAL EXPENDITURES	14,035	8,685	33,633	33,633
045500 NET COST	(375)	(8,118)		
045501 CALIFORNIA CHILD SERVICE-ADMIN				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	63,062	64,187	110,864	145,279
TOTAL REVENUES	63,062	64,187	110,864	145,279
EXPENDITURES				
5000 SALARIES & BENEFITS	97,582	50,593	93,347	127,762
5100 SERVICES & SUPPLIES	2,014	156	3,613	3,613
5200 INTERNAL CHARGES	4,264	2,263	6,404	6,404
5500 OTHER CHARGES	1,425	456	7,500	7,500
TOTAL EXPENDITURES	105,285	53,468	110,864	145,279
045501 NET COST	(42,223)	10,719		
CRIPPLED CHILDREN SERVICE NET COST	(42,598)	2,601		
FOSTER CARE				
056400 FOSTER CARE - GENERAL				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	1,034,792	335,791	1,100,000	1,100,000
4800 OTHER FINANCING SOURCES		116,470		
4900 OTHER REVENUE	595			

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2024

RUN DATE: 02/13/2025

	Prior Actuals FY 2023-24	YTD Actuals FY 2024-25	Working Budget FY 2024-25	Mid-Year Budget FY 2024-25
TOTAL REVENUES	1,035,387	452,261	1,100,000	1,100,000
EXPENDITURES				
5500 OTHER CHARGES	1,035,387	564,310	1,100,000	1,100,000
TOTAL EXPENDITURES	1,035,387	564,310	1,100,000	1,100,000
056400 NET COST		(112,049)		
FOSTER CARE NET COST		(112,049)		
GENERAL RELIEF				
056500 GENERAL RELIEF				
REVENUES				
4800 OTHER FINANCING SOURCES	536		522	522
TOTAL REVENUES	536		522	522
EXPENDITURES				
5100 SERVICES & SUPPLIES	30,793	1,919	30,000	30,000
5500 OTHER CHARGES	53,621	28,746	95,522	95,522
TOTAL EXPENDITURES	84,414	30,665	125,522	125,522
056500 NET COST	(83,878)	(30,665)	(125,000)	(125,000)
GENERAL RELIEF NET COST	(83,878)	(30,665)	(125,000)	(125,000)
HEALTH				
045100 HEALTH - GENERAL				
REVENUES				
4100 LICENSES & PERMITS	665	327	605	605
4200 FINES & FORFEITURES			12,500	12,500
4400 AID FROM OTHER GOVT AGENCIES	2,158,264	1,127,565	2,430,125	2,430,125
4600 CHARGES FOR CURRENT SERVICES	260,942	64,403	329,252	329,252
4800 OTHER FINANCING SOURCES	977,315	70,442	1,498,233	1,642,935
4900 OTHER REVENUE	128,619			
TOTAL REVENUES	3,525,805	1,262,737	4,270,715	4,415,417
EXPENDITURES				
5000 SALARIES & BENEFITS	2,326,893	1,255,886	2,708,349	2,762,049
5100 SERVICES & SUPPLIES	796,418	331,974	909,663	979,663
5200 INTERNAL CHARGES	733,057	361,173	788,276	788,276
5500 OTHER CHARGES	14,946	77,059	176,986	176,986
5800 OTHER FINANCING USES	14,354	13,292	30,000	45,200
TOTAL EXPENDITURES	3,885,668	2,039,384	4,613,274	4,752,174

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2024

RUN DATE: 02/13/2025

	Prior Actuals FY 2023-24	YTD Actuals FY 2024-25	Working Budget FY 2024-25	Mid-Year Budget FY 2024-25
045100 NET COST	(359,863)	(776,647)	(342,559)	(336,757)
045102 CHILD HLTH AND DISABILITY PREV				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	34,626	15,286	43,425	364,082
TOTAL REVENUES	34,626	15,286	43,425	364,082
EXPENDITURES				
5000 SALARIES & BENEFITS	40,923	17,708	41,348	206,636
5100 SERVICES & SUPPLIES	858			146,419
5200 INTERNAL CHARGES	1,193	1,029	2,077	11,027
TOTAL EXPENDITURES	42,974	18,737	43,425	364,082
045102 NET COST	(8,348)	(3,451)		
HEALTH NET COST	(368,211)	(780,098)	(342,559)	(336,757)
SOCIAL SERVICE				
055800 SOCIAL SERVICES - GENERAL				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	7,681,331	4,120,770	11,031,117	11,040,511
4800 OTHER FINANCING SOURCES	613,047	335,886	541,615	541,615
TOTAL REVENUES	8,294,378	4,456,656	11,572,732	11,582,126
EXPENDITURES				
5000 SALARIES & BENEFITS	5,114,005	3,077,325	6,522,542	6,522,542
5100 SERVICES & SUPPLIES	718,493	387,330	1,250,477	1,250,477
5200 INTERNAL CHARGES	1,484,083	853,470	1,658,404	1,658,404
5500 OTHER CHARGES	713,448	126,958	1,390,336	1,390,336
5600 FIXED ASSETS			12,500	12,500
5800 OTHER FINANCING USES	456,417	157,883	898,727	898,727
TOTAL EXPENDITURES	8,486,446	4,602,966	11,732,986	11,732,986
055800 NET COST	(192,068)	(146,310)	(160,254)	(150,860)
SOCIAL SERVICE NET COST	(192,068)	(146,310)	(160,254)	(150,860)
HEALTH & HUMAN SERVICES NET COST	(828,567)	(3,724,741)	(661,311)	(636,474)
PERSONNEL				
PERSONNEL				
011600 INSURANCE, RETIREMENT, OASDI				
REVENUES				

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2024

RUN DATE: 02/13/2025

	Prior Actuals FY 2023-24	YTD Actuals FY 2024-25	Working Budget FY 2024-25	Mid-Year Budget FY 2024-25
4600 CHARGES FOR CURRENT SERVICES	1,507,061	869,714	1,856,067	1,856,067
TOTAL REVENUES	1,507,061	869,714	1,856,067	1,856,067
EXPENDITURES				
5000 SALARIES & BENEFITS	3,561,962	1,861,898	4,363,514	4,363,514
5100 SERVICES & SUPPLIES	289,987	328,329	458,100	458,100
TOTAL EXPENDITURES	3,851,949	2,190,227	4,821,614	4,821,614
011600 NET COST	(2,344,888)	(1,320,513)	(2,965,547)	(2,965,547)
PERSONNEL NET COST	(2,344,888)	(1,320,513)	(2,965,547)	(2,965,547)
PERSONNEL NET COST	(2,344,888)	(1,320,513)	(2,965,547)	(2,965,547)

PLANNING

PLANNING AND ZONING

023800 PLANNING & ZONING

REVENUES

4100 LICENSES & PERMITS	29,095	22,050	25,000	25,000
4400 AID FROM OTHER GOVT AGENCIES	124,433		220,000	220,000
4600 CHARGES FOR CURRENT SERVICES	72,369	15,876	143,395	143,395
TOTAL REVENUES	225,897	37,926	388,395	388,395

EXPENDITURES

5000 SALARIES & BENEFITS	707,284	442,908	845,955	845,955
5100 SERVICES & SUPPLIES	14,115	219,950	243,801	246,801
5200 INTERNAL CHARGES	60,279	35,289	88,778	88,778
TOTAL EXPENDITURES	781,678	698,147	1,178,534	1,181,534

023800 NET COST (555,781) (660,221) (790,139) (793,139)

PLANNING AND ZONING NET COST (555,781) (660,221) (790,139) (793,139)

PLANNING NET COST (555,781) (660,221) (790,139) (793,139)

PROBATION

JUVENILE INSTITUTIONS

023100 JUVENILE INSTITUTIONS

REVENUES

4400 AID FROM OTHER GOVT AGENCIES	1,042,730	472,778	966,401	966,401
TOTAL REVENUES	1,042,730	472,778	966,401	966,401

EXPENDITURES

5000 SALARIES & BENEFITS	924,034	597,364	1,170,824	1,170,824
--------------------------	---------	---------	-----------	-----------

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2024

RUN DATE: 02/13/2025

	Prior Actuals FY 2023-24	YTD Actuals FY 2024-25	Working Budget FY 2024-25	Mid-Year Budget FY 2024-25
5100 SERVICES & SUPPLIES	70,608	71,882	208,703	208,703
5200 INTERNAL CHARGES	84,351	48,863	105,131	105,131
5500 OTHER CHARGES			3,000	3,000
5600 FIXED ASSETS		1,606	18,000	18,000
TOTAL EXPENDITURES	1,078,993	719,715	1,505,658	1,505,658
023100 NET COST	(36,263)	(246,937)	(539,257)	(539,257)
023101 OUT OF COUNTY-JUVENILE HALL EXPENDITURES				
5000 SALARIES & BENEFITS	68,475	38,801	79,000	79,000
5100 SERVICES & SUPPLIES	177,439	113,508	204,525	204,525
5200 INTERNAL CHARGES	3,418	339	9,000	9,000
TOTAL EXPENDITURES	249,332	152,648	292,525	292,525
023101 NET COST	(249,332)	(152,648)	(292,525)	(292,525)
JUVENILE INSTITUIONS NET COST	(285,595)	(399,585)	(831,782)	(831,782)
PROBATION				
023000 PROBATION - GENERAL REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	622,347	183,161	631,277	631,277
4600 CHARGES FOR CURRENT SERVICES	318,495	80,657	445,678	445,678
4900 OTHER REVENUE	2			
TOTAL REVENUES	940,844	263,818	1,076,955	1,076,955
EXPENDITURES				
5000 SALARIES & BENEFITS	1,445,880	888,157	1,772,829	1,772,829
5100 SERVICES & SUPPLIES	199,731	158,162	319,777	319,777
5200 INTERNAL CHARGES	272,962	144,447	297,055	297,055
TOTAL EXPENDITURES	1,918,573	1,190,766	2,389,661	2,389,661
023000 NET COST	(977,729)	(926,948)	(1,312,706)	(1,312,706)
PROBATION NET COST	(977,729)	(926,948)	(1,312,706)	(1,312,706)
PROBATION NET COST	(1,263,324)	(1,326,533)	(2,144,488)	(2,144,488)
PUBLIC ADMINISTRATOR				
PUBLIC ADMINISTRATOR				
023600 PUBLIC ADMINISTRATOR REVENUES				

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2024

RUN DATE: 02/13/2025

	Prior Actuals FY 2023-24	YTD Actuals FY 2024-25	Working Budget FY 2024-25	Mid-Year Budget FY 2024-25
4600 CHARGES FOR CURRENT SERVICES	55,858	2,670	30,000	3,670
TOTAL REVENUES	55,858	2,670	30,000	3,670
EXPENDITURES				
5000 SALARIES & BENEFITS	296,720	158,389	330,952	319,693
5100 SERVICES & SUPPLIES	13,369	8,325	16,050	16,000
5200 INTERNAL CHARGES	28,584	14,735	32,204	31,404
TOTAL EXPENDITURES	338,673	181,449	379,206	367,097
023600 NET COST	(282,815)	(178,779)	(349,206)	(363,427)
PUBLIC ADMINISTRATOR NET COST	(282,815)	(178,779)	(349,206)	(363,427)
PUBLIC ADMINISTRATOR NET COST	(282,815)	(178,779)	(349,206)	(363,427)
PUBLIC WORKS				
BUILDING & SAFETY				
023200 BUILDING & SAFETY				
REVENUES				
4100 LICENSES & PERMITS	463,621	125,540	394,000	394,000
4600 CHARGES FOR CURRENT SERVICES	75,000	18,750	75,000	75,000
4800 OTHER FINANCING SOURCES			5,000	5,000
4900 OTHER REVENUE	151	150	150	150
TOTAL REVENUES	538,772	144,440	474,150	474,150
EXPENDITURES				
5000 SALARIES & BENEFITS	392,454	212,605	406,574	406,574
5100 SERVICES & SUPPLIES	13,938	24,897	63,725	63,725
5200 INTERNAL CHARGES	55,743	26,376	63,514	63,514
TOTAL EXPENDITURES	462,135	263,878	533,813	533,813
023200 NET COST	76,637	(119,438)	(59,663)	(59,663)
BUILDING & SAFETY NET COST	76,637	(119,438)	(59,663)	(59,663)
MAINTENANCE-BUILDINGS & GROUND				
011100 MAINTENANCE-BUILDING & GROUNDS				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	1,265	727	1,300	1,300
4600 CHARGES FOR CURRENT SERVICES	650,265	154,470	738,341	738,341
4900 OTHER REVENUE	2,251			
TOTAL REVENUES	653,781	155,197	739,641	739,641
EXPENDITURES				

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2024

RUN DATE: 02/13/2025

	Prior Actuals FY 2023-24	YTD Actuals FY 2024-25	Working Budget FY 2024-25	Mid-Year Budget FY 2024-25
5000 SALARIES & BENEFITS	1,106,529	637,212	1,316,675	1,316,675
5100 SERVICES & SUPPLIES	867,790	422,316	1,062,988	1,062,988
5200 INTERNAL CHARGES	193,037	98,510	212,270	212,270
5550 DEBT SERVICE PRINCIPAL	70,310	35,419	71,025	71,025
5560 DEBT SERVICE INTEREST	3,791	1,631	3,076	3,076
5600 FIXED ASSETS	8,781			
TOTAL EXPENDITURES	2,250,238	1,195,088	2,666,034	2,666,034
011100 NET COST	(1,596,457)	(1,039,891)	(1,926,393)	(1,926,393)
MAINTENANCE-BUILDINGS & GROUND NET COST	(1,596,457)	(1,039,891)	(1,926,393)	(1,926,393)
PARKS AND RECREATION				
076999 PARKS & RECREATION				
REVENUES				
4300 RENTS & LEASES	27,809	7,500	28,000	28,000
4350 REV USE OF MONEY & PROPERTY	1,683	830	1,968	1,968
4400 AID FROM OTHER GOVT AGENCIES	200,536	197,373	207,623	207,623
4600 CHARGES FOR CURRENT SERVICES	414,561	179,999	392,000	392,000
4800 OTHER FINANCING SOURCES	60,000		552,700	552,700
4900 OTHER REVENUE			700	700
TOTAL REVENUES	704,589	385,702	1,182,991	1,182,991
EXPENDITURES				
5000 SALARIES & BENEFITS	800,547	410,450	906,173	906,173
5100 SERVICES & SUPPLIES	394,733	196,565	526,137	527,932
5200 INTERNAL CHARGES	258,118	233,412	473,932	473,932
5500 OTHER CHARGES	60,000		50,000	50,000
5600 FIXED ASSETS	751	166,740	515,249	513,454
TOTAL EXPENDITURES	1,514,149	1,007,167	2,471,491	2,471,491
076999 NET COST	(809,560)	(621,465)	(1,288,500)	(1,288,500)
PARKS AND RECREATION NET COST	(809,560)	(621,465)	(1,288,500)	(1,288,500)
PUBLIC WORKS				
011500 PUBLIC WORKS				
REVENUES				
4600 CHARGES FOR CURRENT SERVICES	376,437	178,347	485,300	485,300
TOTAL REVENUES	376,437	178,347	485,300	485,300
EXPENDITURES				
5000 SALARIES & BENEFITS	697,466	497,988	956,945	956,945
5100 SERVICES & SUPPLIES	63,365	75,877	81,409	82,909

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2024

RUN DATE: 02/13/2025

	Prior Actuals FY 2023-24	YTD Actuals FY 2024-25	Working Budget FY 2024-25	Mid-Year Budget FY 2024-25
5200 INTERNAL CHARGES	39,126	21,824	46,073	44,573
TOTAL EXPENDITURES	799,957	595,689	1,084,427	1,084,427
011500 NET COST	(423,520)	(417,342)	(599,127)	(599,127)
PUBLIC WORKS NET COST	(423,520)	(417,342)	(599,127)	(599,127)
PUBLIC WORKS NET COST	(2,752,900)	(2,198,136)	(3,873,683)	(3,873,683)

SHERIFF

ANIMAL CONTROL

023900 ANIMAL CONTROL - GENERAL

REVENUES

4100 LICENSES & PERMITS	23,006	3,523	22,000	22,000
4200 FINES & FORFEITURES	4,824	3,069	25,000	25,000
4400 AID FROM OTHER GOVT AGENCIES	384,835	253,480	402,986	402,986
4800 OTHER FINANCING SOURCES			3,000	23,000
4900 OTHER REVENUE	903	269		
TOTAL REVENUES	413,568	260,341	452,986	472,986

EXPENDITURES

5000 SALARIES & BENEFITS	521,242	335,599	662,146	662,146
5100 SERVICES & SUPPLIES	82,351	34,094	89,182	109,182
5200 INTERNAL CHARGES	106,312	74,622	154,940	154,940
TOTAL EXPENDITURES	709,905	444,315	906,268	926,268

023900 NET COST	(296,337)	(183,974)	(453,282)	(453,282)
------------------------	------------------	------------------	------------------	------------------

ANIMAL CONTROL NET COST	(296,337)	(183,974)	(453,282)	(453,282)
--------------------------------	------------------	------------------	------------------	------------------

JAIL

022701 KITCHEN SERVICES

REVENUES

4600 CHARGES FOR CURRENT SERVICES	15,805		20,000	20,000
4800 OTHER FINANCING SOURCES	8,221		12,000	12,000
TOTAL REVENUES	24,026		32,000	32,000

EXPENDITURES

5000 SALARIES & BENEFITS	354,433	208,726	412,458	412,458
5100 SERVICES & SUPPLIES	344,967	145,385	408,029	408,029
5200 INTERNAL CHARGES	18,378	8,493	17,486	17,486
5600 FIXED ASSETS	20,274		12,000	12,000
TOTAL EXPENDITURES	738,052	362,604	849,973	849,973

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2024

RUN DATE: 02/13/2025

	Prior Actuals FY 2023-24	YTD Actuals FY 2024-25	Working Budget FY 2024-25	Mid-Year Budget FY 2024-25
022701 NET COST	(714,026)	(362,604)	(817,973)	(817,973)
022900 JAIL - GENERAL				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	1,240,819	353,245	1,253,065	1,253,065
4600 CHARGES FOR CURRENT SERVICES	135,773	7,311	1,239,873	1,239,873
4800 OTHER FINANCING SOURCES	24,268			
4900 OTHER REVENUE	588		33,000	
TOTAL REVENUES	1,401,448	360,556	2,525,938	2,492,938
EXPENDITURES				
5000 SALARIES & BENEFITS	2,923,795	1,635,674	3,520,293	3,498,189
5100 SERVICES & SUPPLIES	220,255	95,449	239,715	261,819
5200 INTERNAL CHARGES	382,039	152,791	310,822	310,822
5600 FIXED ASSETS		186,873	386,873	353,873
TOTAL EXPENDITURES	3,526,089	2,070,787	4,457,703	4,424,703
022900 NET COST	(2,124,641)	(1,710,231)	(1,931,765)	(1,931,765)
022910 JAIL - SAFETY PERSONNEL				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	435,464	119,704	462,244	460,660
4600 CHARGES FOR CURRENT SERVICES	157		100	100
4800 OTHER FINANCING SOURCES		1,584		1,584
TOTAL REVENUES	435,621	121,288	462,344	462,344
EXPENDITURES				
5000 SALARIES & BENEFITS	1,827,645	944,667	1,424,064	1,424,064
5100 SERVICES & SUPPLIES	2,883	1,326	3,200	3,200
5200 INTERNAL CHARGES	100,311	113,112	226,224	226,224
TOTAL EXPENDITURES	1,930,839	1,059,105	1,653,488	1,653,488
022910 NET COST	(1,495,218)	(937,817)	(1,191,144)	(1,191,144)
022920 JAIL - STC				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	20,961	8,598	28,408	19,530
TOTAL REVENUES	20,961	8,598	28,408	19,530
EXPENDITURES				
5100 SERVICES & SUPPLIES	8,440	1,465	97,246	88,368
TOTAL EXPENDITURES	8,440	1,465	97,246	88,368

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2024

RUN DATE: 02/13/2025

	Prior Actuals FY 2023-24	YTD Actuals FY 2024-25	Working Budget FY 2024-25	Mid-Year Budget FY 2024-25
022920 NET COST	12,521	7,133	(68,838)	(68,838)
022950 JAIL - CAD RMS PROJECT				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES		35,359		
4800 OTHER FINANCING SOURCES	72,400		34,600	35,359
TOTAL REVENUES	72,400	35,359	34,600	35,359
EXPENDITURES				
5100 SERVICES & SUPPLIES	32,901	35,359	34,600	35,359
TOTAL EXPENDITURES	32,901	35,359	34,600	35,359
022950 NET COST	39,499			
JAIL NET COST	(4,281,865)	(3,003,519)	(4,009,720)	(4,009,720)
SHERIFF				
022700 SHERIFF - GENERAL				
REVENUES				
4100 LICENSES & PERMITS	9,995	4,391	10,510	10,510
4200 FINES & FORFEITURES	909	975	600	600
4400 AID FROM OTHER GOVT AGENCIES	1,002,831	213,600	1,128,515	1,128,515
4600 CHARGES FOR CURRENT SERVICES	54,676	14,654	135,987	135,987
4800 OTHER FINANCING SOURCES	253,349		49,275	49,275
4900 OTHER REVENUE	2,001	19	7,000	7,000
TOTAL REVENUES	1,323,761	233,639	1,331,887	1,331,887
EXPENDITURES				
5000 SALARIES & BENEFITS	1,591,151	930,513	1,917,946	1,844,127
5100 SERVICES & SUPPLIES	676,933	395,054	772,831	846,650
5200 INTERNAL CHARGES	1,067,237	638,680	1,198,110	1,198,110
5600 FIXED ASSETS	43,895			
TOTAL EXPENDITURES	3,379,216	1,964,247	3,888,887	3,888,887
022700 NET COST	(2,055,455)	(1,730,608)	(2,557,000)	(2,557,000)
022703 SEARCH & RESCUE				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES		5,540	39,900	39,900
TOTAL REVENUES		5,540	39,900	39,900
EXPENDITURES				
5100 SERVICES & SUPPLIES		5,540	52,418	48,418

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2024 **RUN DATE:** 02/13/2025

	Prior Actuals FY 2023-24	YTD Actuals FY 2024-25	Working Budget FY 2024-25	Mid-Year Budget FY 2024-25
5600 FIXED ASSETS			103,924	107,924
TOTAL EXPENDITURES		5,540	156,342	156,342
022703 NET COST			(116,442)	(116,442)
022706 JAIL SECURITY PROJECT				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES		49,180		100,000
4600 CHARGES FOR CURRENT SERVICES			1,234,770	1,234,770
4800 OTHER FINANCING SOURCES	41,156		264,600	164,600
TOTAL REVENUES	41,156	49,180	1,499,370	1,499,370
EXPENDITURES				
5100 SERVICES & SUPPLIES	41,156	55,352	159,100	159,100
5600 FIXED ASSETS		900,000	1,340,270	1,340,270
TOTAL EXPENDITURES	41,156	955,352	1,499,370	1,499,370
022706 NET COST			(906,172)	
022710 SHERIFF - SAFETY PERSONNEL				
REVENUES				
4600 CHARGES FOR CURRENT SERVICES	45,000	32,323	101,000	68,410
4800 OTHER FINANCING SOURCES		32,588	32,590	65,180
TOTAL REVENUES	45,000	64,911	133,590	133,590
EXPENDITURES				
5000 SALARIES & BENEFITS	6,505,238	3,971,875	7,667,513	7,667,513
5100 SERVICES & SUPPLIES	1,035		2,000	2,000
5200 INTERNAL CHARGES	781,519	441,669	883,337	883,337
TOTAL EXPENDITURES	7,287,792	4,413,544	8,552,850	8,552,850
022710 NET COST	(7,242,792)	(4,348,633)	(8,419,260)	(8,419,260)
056605 DNA				
REVENUES				
4200 FINES & FORFEITURES			75,000	75,000
TOTAL REVENUES			75,000	75,000
EXPENDITURES				
5100 SERVICES & SUPPLIES			53,000	53,000
5600 FIXED ASSETS			22,000	22,000
TOTAL EXPENDITURES			75,000	75,000

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2024

RUN DATE: 02/13/2025

	Prior Actuals FY 2023-24	YTD Actuals FY 2024-25	Working Budget FY 2024-25	Mid-Year Budget FY 2024-25
056605 NET COST				
056610 RAN REVENUES				
4200 FINES & FORFEITURES	34,239	20,500	104,739	69,949
4800 OTHER FINANCING SOURCES		34,790		34,790
TOTAL REVENUES	34,239	55,290	104,739	104,739
EXPENDITURES				
5100 SERVICES & SUPPLIES	25,772	13,591	62,577	62,577
5600 FIXED ASSETS	8,466	41,699	84,362	84,362
TOTAL EXPENDITURES	34,238	55,290	146,939	146,939
056610 NET COST	1		(42,200)	(42,200)
SHERIFF NET COST	(9,298,246)	(6,985,413)	(11,134,902)	(11,134,902)
SHERIFF NET COST	(13,876,448)	(10,172,906)	(15,597,904)	(15,597,904)
TREASURER				
TREASURER/TAX COLLECTOR				
010500 TTC GENERAL REVENUES				
4600 CHARGES FOR CURRENT SERVICES	703,651	343,189	742,667	858,908
4900 OTHER REVENUE	13,740	26,347	25,000	33,363
TOTAL REVENUES	717,391	369,536	767,667	892,271
EXPENDITURES				
5000 SALARIES & BENEFITS	700,644	447,468	967,735	967,985
5100 SERVICES & SUPPLIES	132,779	115,564	239,554	254,554
5200 INTERNAL CHARGES	55,576	31,954	72,007	76,007
TOTAL EXPENDITURES	888,999	594,986	1,279,296	1,298,546
010500 NET COST	(171,608)	(225,450)	(511,629)	(406,275)
TREASURER/TAX COLLECTOR NET COST	(171,608)	(225,450)	(511,629)	(406,275)
TREASURER NET COST	(171,608)	(225,450)	(511,629)	(406,275)
TRIAL COURT				
GRAND JURY				
022000 GRAND JURY EXPENDITURES				

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2024

RUN DATE: 02/13/2025

	Prior Actuals FY 2023-24	YTD Actuals FY 2024-25	Working Budget FY 2024-25	Mid-Year Budget FY 2024-25
5100 SERVICES & SUPPLIES	21,049	(587)	26,000	26,000
5200 INTERNAL CHARGES	230	47	500	500
TOTAL EXPENDITURES	21,279	(540)	26,500	26,500
022000 NET COST	(21,279)	540	(26,500)	(26,500)
GRAND JURY NET COST	(21,279)	540	(26,500)	(26,500)
TRIAL COURT NET COST	(21,279)	540	(26,500)	(26,500)
TOTAL NET COST	1,752,207	(16,342,367)	(9,043,404)	(9,043,404)

County of Inyo

Page 1

BUD023 - Income Statement - Non-General Fund
Mid-Year FY 2024-25

Run Date: 02/13/2025

	% of Budget	Mid-Year Budget	Actual as of 12/31/24	% of Actual to Budget	YTD as of 12/31/23
REVENUES BY TYPE					
TAXES - PROPERTY	0.1%	83,722	8,334	9.9%	7,474
TAXES - SALES	3.0%	1,946,581	705,154	36.2%	784,423
LICENSES & PERMITS	0.8%	560,000	149,844	26.7%	128,924
FINES & FORFEITURES	0.0%	5,000	1,059	21.1%	2,263
RENTS & LEASES	0.5%	383,114	158,792	41.4%	210,375
REV USE OF MONEY & PROPERTY	0.9%	606,156	744,195	122.7%	249,684
AID FROM OTHER GOVT AGENCIES	53.9%	34,928,050	9,003,010	25.7%	12,208,245
CHARGES FOR CURRENT SERVICES	23.1%	15,003,767	5,998,593	39.9%	5,418,756
OTHER FINANCING SOURCES	16.9%	10,994,320	1,219,660	11.0%	275,063
OTHER REVENUE	0.3%	242,665	26,094	10.7%	22,283
Total Revenues by Type	100.0%	64,753,375	18,014,740	27.8%	19,307,494
EXPENDITURES BY OBJECT CATEGORY					
SALARIES & BENEFITS	19.9%	17,120,121	7,929,680	46.3%	7,048,431
SERVICES & SUPPLIES	30.7%	26,302,604	11,040,161	41.9%	7,125,136
INTERNAL CHARGES	10.1%	8,705,040	1,803,913	20.7%	1,654,451
OTHER CHARGES	3.2%	2,803,559	1,018,269	36.3%	86,637
DEBT SERVICE PRINCIPAL	0.0%	26,526	26,525	100.0%	195,838
DEBT SERVICE INTEREST	0.0%	226	225	99.7%	72,522
FIXED ASSETS	24.6%	21,085,745	10,936,888	51.8%	2,204,614
OTHER FINANCING USES	11.2%	9,591,795	3,094,716	32.2%	2,269,814
Total Expenditures	100.0%	85,635,616	35,850,380	41.8%	20,657,446
Change in Fund Balance		(20,882,241)	(17,835,640)	85.4%	(1,349,951)

County of Inyo

Page 2

BUD023 - Income Statement - Non-General Fund Mid-Year FY 2024-25

Run Date: 02/13/2025

	% of Budget	Mid-Year Budget	Actual as of 12/31/24	% of Actual to Budget	YTD as of 12/31/23
EXPENDITURES BY DEPARTMENT					
AGRICULTURAL COMMISSIONER					
CANNABIS REGULATION-GENERAL OP	0.2%	198,873	68,403	34.3%	41,616
ES WEED MANAGEMENT GRANT	0.1%	153,936	95,382	61.9%	89,424
INYO MOSQUITO ABATEMENT	0.7%	627,447	303,338	48.3%	275,369
AUDITOR - CONTROLLER					
AC-CALPERS REFUNDING SF	1.1%	1,000,000	1,000,000	100.0%	206,345
AUDITOR CONTROLLER - GEN RESV					
AUDITOR CONTROLLER GEOTHERMAL	0.6%	526,764			
AUDITOR-CONTROLLER - ECON STAB					
IFAS UPGRADE	0.1%	146,361	71,361	48.7%	11,160
PILT TRUST	2.8%	2,411,949	2,411,949	100.0%	2,269,814
TOT DIST 5 IMPROV FUND	0.1%	167,749			
CAO CULTURAL SERVICES					
CALIFORNIA MUSEUM GRNT 2022	0.3%	309,000			
CHILD SUPPORT SERVICES					
CHILD SUPPORT SERVICES	1.6%	1,418,044	675,535	47.6%	633,069
COUNTY ADMINISTRATIVE OFFICER					
ABATEMENT	0.0%	30,000			
AMERICAN RESCUE PLAN ACT-2021	2.6%	2,261,881	250,000	11.0%	
CAO - ACO	0.1%	115,000			
CAO-GENERAL RELIEF FUND	0.1%	92,295	6,795	7.3%	1,116
CO- RADIO COMMUNICATION FUND	1.1%	942,481	509,410	54.0%	
COMPUTER SYSTEMS FUND	0.2%	199,258			
COMPUTER UPGRADE	1.3%	1,133,771	210,348	18.5%	172,896
CONSOLIDATED OFFICE BUILDING	1.5%	1,300,402	658,137	50.6%	294,752
COUNTY LIABILITY TRUST	3.7%	3,245,450	1,661,626	51.1%	1,263,164
EMERGENCY PREPAREDNESS 23-24	0.0%	23,404	6,508	27.8%	83,159
EMERGENCY PREPAREDNESS 24-25	0.2%	241,870	105,003	43.4%	
FISH & GAME	0.0%	7,760	1,820	23.4%	1,104
GREAT BASIN APC GRANT	0.0%	21,209			
HOMELAND SECURITY 21-22	0.0%	44,132	29,131	66.0%	
HOMELAND SECURITY 22-23	0.0%	27,213	5,289	19.4%	18,462
HOMELAND SECURITY 23-24	0.1%	93,103	20,150	21.6%	
HOMELAND SECURITY 24-25	0.1%	90,923			
IMBC-INYO MONO BROADBAND	0.2%	200,000	20,418	10.2%	89,087
LATA-LOCAL AGENCY TECH ASST	0.6%	530,000			
LATCF	0.6%	540,000			
MEDICAL MALPRACTICE TRUST	0.2%	214,913	109,699	51.0%	98,792
MOTOR POOL OPERATING	4.1%	3,564,417	1,993,076	55.9%	967,790
MOTOR POOL REPLACEMENT	2.3%	2,040,500	47,866	2.3%	57,029
NATURAL RESOURCE DEVELOPMENT	0.1%	135,122	19,621	14.5%	2,500
PHLA-REHAB & ADU/JADU LOANS	0.4%	386,915			
PROPERTY TAX UPGRADE	0.0%	33,166			1,250
PURCHASING REVOLVING	0.2%	175,000	3,305	1.8%	5,327
SOUTHERN INYO FIRE GRANT	0.0%	50,000			
USDA-RURAL DEV UTILITIES GRANT	0.1%	110,500			
WILDFIRE PREPAREDNESS GRANT					

County of Inyo

Page 3

BUD023 - Income Statement - Non-General Fund Mid-Year FY 2024-25

Run Date: 02/13/2025

	% of Budget	Mid-Year Budget	Actual as of 12/31/24	% of Actual to Budget	YTD as of 12/31/23
WORKERS COMPENSATION TRUST	2.8%	2,471,959	2,106,057	85.1%	1,772,493
COUNTY CLERK					
RECORDERS MICROGRAPHIC/SYSTEM	0.3%	334,363	181,680	54.3%	27,935
DISTRICT ATTORNEY					
OES-VWAC 23-24	0.1%	107,224	87,008	81.1%	53,862
OES-VWAC 24-25	0.2%	207,286	64,973	31.3%	
FARM ADVISOR					
LEASE RENTAL	0.0%	6,000			
RANGE IMPROVEMENT	0.0%	6,000			
HEALTH & HUMAN SERVICES					
CA HOME VISTING PROGRAM	0.3%	338,735	100,031	29.5%	40,042
CalAIM-PATH JUSTICE INVOLVED	0.8%	768,700			
CBCAP	0.0%	61,692	21,023	34.0%	16,407
COC - CONTINUUM OF CARE	1.7%	1,500,636	87,998	5.8%	21,158
DRINKING DRIVER PROGRAM	0.2%	245,607	80,023	32.5%	71,764
ELC-2 ENHANCED LAB CAPICITY	0.2%	216,461	72,577	33.5%	198,704
ESAAA	3.0%	2,625,588	1,056,589	40.2%	946,993
FIRST FIVE COMMISSION	0.7%	658,988	248,917	37.7%	221,192
FIRST PROGRAM	0.6%	585,793	291,188	49.7%	243,126
LOCAL ORAL HEALTH PROGRAM	0.1%	104,590	6,945	6.6%	
MATERNAL CHILD HEALTH 24-25	0.3%	258,500	117,579	45.4%	
SUBSTANCE USE DISORDERS	1.2%	1,107,912	413,638	37.3%	399,040
TOBACCO TAX GRANT 22-25	0.3%	328,208	138,263	42.1%	118,679
WOMEN INFANTS & CHILDREN 23-24	0.1%	133,454	133,454	100.0%	123,266
WOMEN INFANTS & CHILDREN 24-25	0.5%	464,181	142,843	30.7%	
WORK INVESTMENT ACT 24-25	0.1%	171,082	20,792	12.1%	
PLANNING					
YUCCA MOUNTAIN OVERSIGHT	0.3%	279,197	190,853	68.3%	9,609
PROBATION					
CRIMINAL JUSTICE-REALIGNMENT	5.2%	4,497,647	104,356	2.3%	94,433
PROP 64 PUBLIC HEALTH & SAFETY	0.0%	67,141	21,216	31.6%	46,229
PUBLIC WORKS					
ARFF & SNOW EQUIPMENT PROJECT	0.2%	182,000			
BIG PINE LIGHTING	0.0%	40,129	11,806	29.4%	11,435
BISHOP AIR ENVIR ASSESSMENT	0.0%	18,940	19,002	100.3%	3,414
BISHOP AIR REHAB RUNWAY 12-30					
BISHOP AIRPORT	3.7%	3,228,199	1,625,843	50.3%	1,052,414
BISHOP AIRPORT - SPECIAL	0.0%	4,500			4,169
BISHOP AIRPORT IMPROVE-PRJ	0.1%	147,000			
BISHOP AIRPRT COMM SER TERMINA	0.3%	334,517	85,144	25.4%	
CAPITAL IMPV-WATER SYSTEM					
CLEAN CA DIAZ LAKE	1.7%	1,475,000			
COUNTY SERVICE AREA #2	0.1%	140,319	8,107	5.7%	53,621
INDEPENDENCE AIRPORT	0.0%	16,925	951	5.6%	4,949
INDEPENDENCE AIRPORT - SPECIAL	0.0%	10,540	1,816	17.2%	1,775
INDEPENDENCE AIRPORT IMPROVE	0.2%	254,740			
INDEPENDENCE LIGHTING	0.0%	33,555	8,100	24.1%	6,144
LONE PINE LIGHTING	0.0%	57,514	12,970	22.5%	11,778
LONE PINE/DEATH VALLEY AIR-SP	0.0%	10,500	2,898	27.6%	2,884

County of Inyo

Page 4

BUD023 - Income Statement - Non-General Fund Mid-Year FY 2024-25

Run Date: 02/13/2025

	% of Budget	Mid-Year Budget	Actual as of 12/31/24	% of Actual to Budget	YTD as of 12/31/23
LONE PINE/DEATH VALLEY AIRPORT	0.1%	138,200	55,387	40.0%	61,618
LP/DV AIRPORT IMPROVEMENT	0.1%	150,067	145,290	96.8%	
PARKS REHAB & DEVELOPMENT TRST					
PROP 1-WATER INFRASTRUCTURE IM	0.6%	558,000			
PUBLIC WORKS - DEFERRED MAINT	3.0%	2,589,358	1,169,647	45.1%	93,674
PW-COURT HOUSE REHAB DEF MAINT	1.5%	1,323,587	1,164,684	87.9%	
RECYCLING & WASTE CAPITAL IMPR	0.8%	754,553	311,273	41.2%	
RECYCLING & WASTE MGMT	8.7%	7,523,080	3,560,817	47.3%	1,607,256
ROAD	14.3%	12,304,896	3,793,717	30.8%	5,037,462
ROAD PROJECTS - STATE FUNDED	6.3%	5,445,659	5,225,600	95.9%	308,408
RUNWAY 12-30 GROOVING PROJECT	1.2%	1,082,822	777,884	71.8%	
RUNWAY 12-30 SAFETY AREA IMPRO	0.2%	252,000	2,916	1.1%	
SHOSHONE AIRPORT - SPECIAL	0.0%	7,625	399	5.2%	560
TECOPA LAGOON PHASE 2	0.1%	167,856	98,093	58.4%	
TRANSPORTATION & PLANNING TRST	1.0%	886,850	298,243	33.6%	199,673
WATER SYSTEMS	1.0%	856,843	378,752	44.2%	208,992
SHERIFF					
CALMET TASK FORCE	0.1%	160,196	60,860	37.9%	62,264
FERAL CAT GRANT	0.0%	2,500	1,913	76.5%	
ILLEGAL CANNABIS SUPPRESSION	0.0%	20,000			
OFF HWY VEHICLE GRANT 12-13	0.0%	550	549	99.8%	
OFF HWY VEHICLE GRANT 13-14	0.0%	10,380	10,379	100.0%	
OFF HWY VEHICLE GRANT 14-15	0.0%	1,530	1,529	99.9%	
OFF HWY VEHICLE GRANT 18-19	0.0%	20,130	20,129	100.0%	
OFF HWY VEHICLE GRANT 24-25	0.0%	37,300			
WATER					
OWENS RIVER WATER TRAIL GRANT	0.5%	500,032			
SALT CEDAR PROJECT	0.1%	131,167	52,644	40.1%	41,376
WATER DEPARTMENT	2.8%	2,398,305	970,828	40.4%	895,397
	100.0%	85,635,616	35,850,380	41.8%	20,657,446

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2024

RUN DATE: 02/13/2025

	Prior Actuals FY 2023-24	YTD Actuals FY 2024-25	Working Budget FY 2024-25	Mid-Year Budget FY 2024-25
AGRICULTURAL COMMISSIONER				
AG COMM/SEALER				
023301 CANNABIS REGULATION-GENERAL OP				
REVENUES				
4100 LICENSES & PERMITS		985		
4600 CHARGES FOR CURRENT SERVICES	119,480	50,568	207,485	198,873
TOTAL REVENUES	119,480	51,553	207,485	198,873
EXPENDITURES				
5000 SALARIES & BENEFITS	55,504	47,298	154,582	145,816
5100 SERVICES & SUPPLIES	9,614	1,353	9,390	9,544
5200 INTERNAL CHARGES	54,728	19,752	43,513	43,513
TOTAL EXPENDITURES	119,846	68,403	207,485	198,873
023301 NET COST	(366)	(16,850)		
621300 ES WEED MANAGEMENT GRANT				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	3,191	1,580	500	1,100
4400 AID FROM OTHER GOVT AGENCIES	92,419		92,420	92,420
4600 CHARGES FOR CURRENT SERVICES	24,857	25,622	24,850	25,622
4900 OTHER REVENUE			100	100
TOTAL REVENUES	120,467	27,202	117,870	119,242
EXPENDITURES				
5000 SALARIES & BENEFITS	104,846	53,079	80,492	78,548
5100 SERVICES & SUPPLIES	9,212	3,803	14,775	14,580
5200 INTERNAL CHARGES	31,454	26,316	46,369	48,623
5600 FIXED ASSETS		12,185	12,300	12,185
TOTAL EXPENDITURES	145,512	95,383	153,936	153,936
621300 NET COST	(25,045)	(68,181)	(36,066)	(34,694)
AG COMM/SEALER NET COST	(25,411)	(85,031)	(36,066)	(34,694)
MOSQUITO CONTROL				
154101 INYO MOSQUITO ABATEMENT				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	3,365	2,977	900	2,500
4400 AID FROM OTHER GOVT AGENCIES	89,810		70,000	55,000
4600 CHARGES FOR CURRENT SERVICES	503,966	39,422	500,000	521,739
TOTAL REVENUES	597,141	42,399	570,900	579,239
EXPENDITURES				

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2024

RUN DATE: 02/13/2025

	Prior Actuals FY 2023-24	YTD Actuals FY 2024-25	Working Budget FY 2024-25	Mid-Year Budget FY 2024-25
5000 SALARIES & BENEFITS	266,682	212,679	422,644	419,626
5100 SERVICES & SUPPLIES	83,011	28,445	90,227	91,119
5200 INTERNAL CHARGES	96,214	51,828	102,276	106,316
5600 FIXED ASSETS		10,385	12,300	10,386
TOTAL EXPENDITURES	445,907	303,337	627,447	627,447
 154101 NET COST	 151,234	 (260,938)	 (56,547)	 (48,208)
 MOSQUITO CONTROL NET COST	 151,234	 (260,938)	 (56,547)	 (48,208)
 AGRICULTURAL COMMISSIONER NET COST	 125,823	 (345,969)	 (92,613)	 (82,902)

AUDITOR - CONTROLLER

AUDITOR-CONTROLLER

010404 AC-CALPERS REFUNDING SF

REVENUES

4600 CHARGES FOR CURRENT SERVICES 307,463

TOTAL REVENUES 307,463

EXPENDITURES

5500 OTHER CHARGES 1,000,000 1,000,000 1,000,000

5550 DEBT SERVICE PRINCIPAL 2,592,000

5560 DEBT SERVICE INTEREST 119,531

TOTAL EXPENDITURES 2,711,531 1,000,000 1,000,000 1,000,000

010404 NET COST (2,404,068) (1,000,000) (1,000,000) (1,000,000)

010405 AUDITOR CONTROLLER - GEN RESV

REVENUES

4350 REV USE OF MONEY & PROPERTY 143,585 108,800 75,000 75,000

4800 OTHER FINANCING SOURCES 1,087,945

TOTAL REVENUES 1,231,530 108,800 75,000 75,000

010405 NET COST 1,231,530 108,800 75,000 75,000

010406 AUDITOR CONTROLLER GEOTHERMAL

REVENUES

4300 RENTS & LEASES 110,528 10,283

TOTAL REVENUES 110,528 10,283

EXPENDITURES

5800 OTHER FINANCING USES 560,066 526,764

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2024

RUN DATE: 02/13/2025

	Prior Actuals FY 2023-24	YTD Actuals FY 2024-25	Working Budget FY 2024-25	Mid-Year Budget FY 2024-25
TOTAL EXPENDITURES			560,066	526,764
010406 NET COST	110,528	10,283	(560,066)	(526,764)
010407 AUDITOR-CONTROLLER - ECON STAB				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	87,363	63,986	50,000	50,000
4800 OTHER FINANCING SOURCES	500,000			
TOTAL REVENUES	587,363	63,986	50,000	50,000
EXPENDITURES				
TOTAL EXPENDITURES				
010407 NET COST	587,363	63,986	50,000	50,000
500458 PILT TRUST				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	2,411,949			
TOTAL REVENUES	2,411,949			
EXPENDITURES				
5800 OTHER FINANCING USES	2,269,814	2,411,949	2,411,949	2,411,949
TOTAL EXPENDITURES	2,269,814	2,411,949	2,411,949	2,411,949
500458 NET COST	142,135	(2,411,949)	(2,411,949)	(2,411,949)
AUDITOR-CONTROLLER NET COST	(332,512)	(3,228,880)	(3,847,015)	(3,813,713)
BOARD OF SUPERVISORS				
510407 TOT DIST 5 IMPROV FUND				
REVENUES				
4350 REV USE OF MONEY & PROPERTY		373		
4800 OTHER FINANCING SOURCES		167,749	167,749	167,749
TOTAL REVENUES		168,122	167,749	167,749
EXPENDITURES				
5500 OTHER CHARGES			167,749	167,749
TOTAL EXPENDITURES			167,749	167,749
510407 NET COST		168,122		

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2024

RUN DATE: 02/13/2025

	Prior Actuals FY 2023-24	YTD Actuals FY 2024-25	Working Budget FY 2024-25	Mid-Year Budget FY 2024-25
BOARD OF SUPERVISORS NET COST		168,122		
INFORMATION SERVICES				
011806 IFAS UPGRADE				
EXPENDITURES				
5100 SERVICES & SUPPLIES		361	75,361	75,361
5600 FIXED ASSETS	25,425	71,000	71,000	71,000
TOTAL EXPENDITURES	25,425	71,361	146,361	146,361
011806 NET COST	(25,425)	(71,361)	(146,361)	(146,361)
INFORMATION SERVICES NET COST	(25,425)	(71,361)	(146,361)	(146,361)
AUDITOR - CONTROLLER NET COST	(357,937)	(3,132,119)	(3,993,376)	(3,960,074)
COUNTY ADMINISTRATIVE OFFICER				
AUDITOR-CONTROLLER				
011804 PROPERTY TAX UPGRADE				
REVENUES				
TOTAL REVENUES				
EXPENDITURES				
5100 SERVICES & SUPPLIES	83,206		33,166	33,166
TOTAL EXPENDITURES	83,206		33,166	33,166
011804 NET COST	(83,206)		(33,166)	(33,166)
AUDITOR-CONTROLLER NET COST	(83,206)		(33,166)	(33,166)
COUNTY ADMINISTRATIVE OFFICER				
010201 CAO - ACO				
REVENUES				
4800 OTHER FINANCING SOURCES			400,000	400,000
TOTAL REVENUES			400,000	400,000
EXPENDITURES				
5200 INTERNAL CHARGES	1,375			10,000
5800 OTHER FINANCING USES	348,694		105,000	105,000
TOTAL EXPENDITURES	350,069		105,000	115,000
010201 NET COST	(350,069)		295,000	285,000
010204 NATURAL RESOURCE DEVELOPMENT				

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2024

RUN DATE: 02/13/2025

	Prior Actuals FY 2023-24	YTD Actuals FY 2024-25	Working Budget FY 2024-25	Mid-Year Budget FY 2024-25
REVENUES				
TOTAL REVENUES				
EXPENDITURES				
5100 SERVICES & SUPPLIES	20,455	19,622	135,122	135,122
TOTAL EXPENDITURES	20,455	19,622	135,122	135,122
010204 NET COST	(20,455)	(19,622)	(135,122)	(135,122)
010403 ABATEMENT REVENUES				
TOTAL REVENUES				
EXPENDITURES				
5100 SERVICES & SUPPLIES			30,000	30,000
TOTAL EXPENDITURES			30,000	30,000
010403 NET COST			(30,000)	(30,000)
011809 CONSOLIDATED OFFICE BUILDING REVENUES				
4600 CHARGES FOR CURRENT SERVICES	510,676	86,532	359,313	359,313
4800 OTHER FINANCING SOURCES	419,788	52,658	390,943	390,943
TOTAL REVENUES	930,464	139,190	750,256	750,256
EXPENDITURES				
5000 SALARIES & BENEFITS	79,911	43,678	94,493	94,493
5100 SERVICES & SUPPLIES	560,050	612,332	1,201,657	1,201,657
5200 INTERNAL CHARGES	3,684	2,126	4,252	4,252
TOTAL EXPENDITURES	643,645	658,136	1,300,402	1,300,402
011809 NET COST	286,819	(518,946)	(550,146)	(550,146)
024200 FISH & GAME REVENUES				
4200 FINES & FORFEITURES	3,558	1,059	5,000	5,000
TOTAL REVENUES	3,558	1,059	5,000	5,000
EXPENDITURES				
5100 SERVICES & SUPPLIES	2,611	1,821	7,760	7,760
TOTAL EXPENDITURES	2,611	1,821	7,760	7,760

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2024

RUN DATE: 02/13/2025

	Prior Actuals FY 2023-24	YTD Actuals FY 2024-25	Working Budget FY 2024-25	Mid-Year Budget FY 2024-25
024200 NET COST	947	(762)	(2,760)	(2,760)
610189 GREAT BASIN APC GRANT				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	14,635	344		
TOTAL REVENUES	14,635	344		
EXPENDITURES				
5800 OTHER FINANCING USES	675,159		21,209	21,209
TOTAL EXPENDITURES	675,159		21,209	21,209
610189 NET COST	(660,524)	344	(21,209)	(21,209)
612200 LATA-LOCAL AGENCY TECH ASST				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	451,975		530,000	530,000
TOTAL REVENUES	451,975		530,000	530,000
EXPENDITURES				
5100 SERVICES & SUPPLIES	445,000		510,000	510,000
5800 OTHER FINANCING USES			20,000	20,000
TOTAL EXPENDITURES	445,000		530,000	530,000
612200 NET COST	6,975			
612201 SOUTHERN INYO FIRE GRANT				
REVENUES				
4800 OTHER FINANCING SOURCES			50,000	50,000
TOTAL REVENUES			50,000	50,000
EXPENDITURES				
5100 SERVICES & SUPPLIES			43,002	43,002
5600 FIXED ASSETS			6,998	6,998
TOTAL EXPENDITURES			50,000	50,000
612201 NET COST				
612300 IMBC-INYO MONO BROADBAND				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	88,984	192,075	200,000	200,000
TOTAL REVENUES	88,984	192,075	200,000	200,000

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2024

RUN DATE: 02/13/2025

	Prior Actuals FY 2023-24	YTD Actuals FY 2024-25	Working Budget FY 2024-25	Mid-Year Budget FY 2024-25
EXPENDITURES				
5000 SALARIES & BENEFITS	169,740			
5100 SERVICES & SUPPLIES	10,531		10,000	10,000
5200 INTERNAL CHARGES	4,703			
5800 OTHER FINANCING USES		20,418	190,000	190,000
TOTAL EXPENDITURES	184,974	20,418	200,000	200,000
612300 NET COST				
	(95,990)	171,657		
612301 USDA-RURAL DEV UTILITIES GRANT				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES			110,500	110,500
TOTAL REVENUES			110,500	110,500
EXPENDITURES				
5100 SERVICES & SUPPLIES			93,500	93,500
5800 OTHER FINANCING USES			17,000	17,000
TOTAL EXPENDITURES			110,500	110,500
612301 NET COST				
612302 WILDFIRE PREPAREDNESS GRANT				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES			149,999	
TOTAL REVENUES			149,999	
EXPENDITURES				
5000 SALARIES & BENEFITS			73,095	
5100 SERVICES & SUPPLIES			12,360	
5200 INTERNAL CHARGES			64,544	
TOTAL EXPENDITURES			149,999	
612302 NET COST				
640299 LATCF				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	214,064	111,033		
4400 AID FROM OTHER GOVT AGENCIES	5,691,000			
TOTAL REVENUES	5,905,064	111,033		
EXPENDITURES				
5500 OTHER CHARGES			250,000	250,000
5800 OTHER FINANCING USES	3,401,147		290,000	290,000

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2024

RUN DATE: 02/13/2025

	Prior Actuals FY 2023-24	YTD Actuals FY 2024-25	Working Budget FY 2024-25	Mid-Year Budget FY 2024-25
TOTAL EXPENDITURES	3,401,147		540,000	540,000
640299 NET COST	2,503,917	111,033	(540,000)	(540,000)
642100 PHLA-REHAB & ADU/JADU LOANS				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	234	1,422		
4400 AID FROM OTHER GOVT AGENCIES	103,770		386,915	386,915
TOTAL REVENUES	104,004	1,422	386,915	386,915
EXPENDITURES				
5100 SERVICES & SUPPLIES			35,000	35,000
5500 OTHER CHARGES			351,915	351,915
TOTAL EXPENDITURES			386,915	386,915
642100 NET COST	104,004	1,422		
650200 AMERICAN RESCUE PLAN ACT-2021				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	74,972	39,244		
TOTAL REVENUES	74,972	39,244		
EXPENDITURES				
5100 SERVICES & SUPPLIES		250,000	750,000	750,000
5800 OTHER FINANCING USES	647,452		1,511,881	1,511,881
TOTAL EXPENDITURES	647,452	250,000	2,261,881	2,261,881
650200 NET COST	(572,480)	(210,756)	(2,261,881)	(2,261,881)
COUNTY ADMINISTRATIVE OFFICER NET COST	1,203,144	(465,630)	(3,246,118)	(3,256,118)
INFORMATION SERVICES				
011808 COMPUTER UPGRADE				
REVENUES				
4600 CHARGES FOR CURRENT SERVICES	539,152	296,384	577,000	577,000
4800 OTHER FINANCING SOURCES			300,000	300,000
TOTAL REVENUES	539,152	296,384	877,000	877,000
EXPENDITURES				
5100 SERVICES & SUPPLIES	472,442	121,763	785,086	785,086
5600 FIXED ASSETS	132,725	88,585	348,685	348,685
TOTAL EXPENDITURES	605,167	210,348	1,133,771	1,133,771

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2024 **RUN DATE:** 02/13/2025

	Prior Actuals FY 2023-24	YTD Actuals FY 2024-25	Working Budget FY 2024-25	Mid-Year Budget FY 2024-25
011808 NET COST	(66,015)	86,036	(256,771)	(256,771)
011810 CO- RADIO COMMUNICATION FUND				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	361	(1,146)		
4600 CHARGES FOR CURRENT SERVICES	1,575		850,400	850,400
4800 OTHER FINANCING SOURCES	82,493	49,536	98,770	113,970
TOTAL REVENUES	84,429	48,390	949,170	964,370
EXPENDITURES				
5100 SERVICES & SUPPLIES	82,741	491,100	823,281	826,481
5600 FIXED ASSETS	18,560	18,311	104,000	116,000
TOTAL EXPENDITURES	101,301	509,411	927,281	942,481
011810 NET COST	(16,872)	(461,021)	21,889	21,889
699900 COMPUTER SYSTEMS FUND				
EXPENDITURES				
5800 OTHER FINANCING USES	23,163		161,258	199,258
TOTAL EXPENDITURES	23,163		161,258	199,258
699900 NET COST	(23,163)		(161,258)	(199,258)
INFORMATION SERVICES NET COST	(106,050)	(374,985)	(396,140)	(434,140)
MOTOR POOL				
200100 MOTOR POOL OPERATING				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	7,486	11,558	3,000	23,000
4600 CHARGES FOR CURRENT SERVICES	1,684,320	879,589	1,792,000	2,092,300
4800 OTHER FINANCING SOURCES	894,500		1,740,500	1,640,500
4900 OTHER REVENUE	35,563			
TOTAL REVENUES	2,621,869	891,147	3,535,500	3,755,800
EXPENDITURES				
5000 SALARIES & BENEFITS	299,103	151,038	341,959	342,887
5100 SERVICES & SUPPLIES	1,645,096	838,556	1,808,160	1,758,160
5200 INTERNAL CHARGES	131,476	62,582	122,870	122,870
5600 FIXED ASSETS	13,317	940,900	1,440,500	1,340,500
TOTAL EXPENDITURES	2,088,992	1,993,076	3,713,489	3,564,417

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2024

RUN DATE: 02/13/2025

	Prior Actuals FY 2023-24	YTD Actuals FY 2024-25	Working Budget FY 2024-25	Mid-Year Budget FY 2024-25
200100 NET COST	532,877	(1,101,929)	(177,989)	191,383
200200 MOTOR POOL REPLACEMENT				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	33,662	16,239	30,000	55,000
4600 CHARGES FOR CURRENT SERVICES	420,265	221,300	425,000	525,000
4900 OTHER REVENUE	148,004	5,242	175,000	175,000
TOTAL REVENUES	601,931	242,781	630,000	755,000
EXPENDITURES				
5600 FIXED ASSETS	193,571	47,867	400,000	400,000
5800 OTHER FINANCING USES	894,500		1,740,500	1,640,500
TOTAL EXPENDITURES	1,088,071	47,867	2,140,500	2,040,500
200200 NET COST	(486,140)	194,914	(1,510,500)	(1,285,500)
MOTOR POOL NET COST	46,737	(907,015)	(1,688,489)	(1,094,117)
OFFICE OF DISASTER SERVICES				
010205 CAO-GENERAL RELIEF FUND				
REVENUES				
TOTAL REVENUES				
EXPENDITURES				
5100 SERVICES & SUPPLIES	1,116	6,795	91,795	91,795
5800 OTHER FINANCING USES			500	500
TOTAL EXPENDITURES	1,116	6,795	92,295	92,295
010205 NET COST	(1,116)	(6,795)	(92,295)	(92,295)
623721 HOMELAND SECURITY 21-22				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	8,207		15,000	15,000
TOTAL REVENUES	8,207		15,000	15,000
EXPENDITURES				
5100 SERVICES & SUPPLIES	10,365			
5600 FIXED ASSETS	7,000	29,132	44,132	44,132
TOTAL EXPENDITURES	17,365	29,132	44,132	44,132
623721 NET COST	(9,158)	(29,132)	(29,132)	(29,132)

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2024

RUN DATE: 02/13/2025

	Prior Actuals FY 2023-24	YTD Actuals FY 2024-25	Working Budget FY 2024-25	Mid-Year Budget FY 2024-25
623722 HOMELAND SECURITY 22-23				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES		19,225	27,213	27,213
TOTAL REVENUES		19,225	27,213	27,213
EXPENDITURES				
5100 SERVICES & SUPPLIES	17,235	5,290	27,213	27,213
5200 INTERNAL CHARGES	2,455			
TOTAL EXPENDITURES	19,690	5,290	27,213	27,213
623722 NET COST	(19,690)	13,935		
623723 HOMELAND SECURITY 23-24				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES			93,103	93,103
TOTAL REVENUES			93,103	93,103
EXPENDITURES				
5100 SERVICES & SUPPLIES	20,150	20,150	81,103	81,103
5600 FIXED ASSETS			12,000	12,000
TOTAL EXPENDITURES	20,150	20,150	93,103	93,103
623723 NET COST	(20,150)	(20,150)		
623724 HOMELAND SECURITY 24-25				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES				90,923
TOTAL REVENUES				90,923
EXPENDITURES				
5100 SERVICES & SUPPLIES				12,344
5200 INTERNAL CHARGES				4,546
5600 FIXED ASSETS				74,033
TOTAL EXPENDITURES				90,923
623724 NET COST				
623823 EMERGENCY PREPAREDNESS 23-24				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	64,548	47,003	16,702	16,702
4800 OTHER FINANCING SOURCES			16,702	6,702
TOTAL REVENUES	64,548	47,003	33,404	23,404

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2024

RUN DATE: 02/13/2025

	Prior Actuals FY 2023-24	YTD Actuals FY 2024-25	Working Budget FY 2024-25	Mid-Year Budget FY 2024-25
EXPENDITURES				
5000 SALARIES & BENEFITS	130,367			
5100 SERVICES & SUPPLIES	22,585	5,753	33,404	22,647
5200 INTERNAL CHARGES	16,466	256		257
5600 FIXED ASSETS	42,686	500		500
5800 OTHER FINANCING USES	11,000			
TOTAL EXPENDITURES	223,104	6,509	33,404	23,404
623823 NET COST	(158,556)	40,494		
623824 EMERGENCY PREPAREDNESS 24-25				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES			129,780	120,935
4800 OTHER FINANCING SOURCES			129,780	120,935
TOTAL REVENUES			259,560	241,870
EXPENDITURES				
5000 SALARIES & BENEFITS		73,536	144,702	146,385
5100 SERVICES & SUPPLIES		10,645	43,412	32,884
5200 INTERNAL CHARGES		11,055	23,676	23,676
5600 FIXED ASSETS		1,000	25,000	16,155
5800 OTHER FINANCING USES		8,768	22,770	22,770
TOTAL EXPENDITURES		105,004	259,560	241,870
623824 NET COST		(105,004)		
OFFICE OF DISASTER SERVICES NET COST	(208,670)	(106,652)	(121,427)	(121,427)
PURCHASING				
200300 PURCHASING REVOLVING				
REVENUES				
4600 CHARGES FOR CURRENT SERVICES	17,192	7,284	175,000	175,000
TOTAL REVENUES	17,192	7,284	175,000	175,000
EXPENDITURES				
5100 SERVICES & SUPPLIES	19,671	3,305	175,000	175,000
TOTAL EXPENDITURES	19,671	3,305	175,000	175,000
200300 NET COST	(2,479)	3,979		
PURCHASING NET COST	(2,479)	3,979		
RISK MANAGEMENT				

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2024

RUN DATE: 02/13/2025

	Prior Actuals FY 2023-24	YTD Actuals FY 2024-25	Working Budget FY 2024-25	Mid-Year Budget FY 2024-25
500902 WORKERS COMPENSATION TRUST				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	(2,814)	(7,631)		
4600 CHARGES FOR CURRENT SERVICES	2,132,741	1,233,350	2,467,621	2,467,621
4900 OTHER REVENUE		342		
TOTAL REVENUES	2,129,927	1,226,061	2,467,621	2,467,621
EXPENDITURES				
5100 SERVICES & SUPPLIES	1,893,141	2,096,098	2,422,038	2,422,038
5200 INTERNAL CHARGES	17,575	9,960	29,921	29,921
5800 OTHER FINANCING USES			20,000	20,000
TOTAL EXPENDITURES	1,910,716	2,106,058	2,471,959	2,471,959
500902 NET COST	219,211	(879,997)	(4,338)	(4,338)
500903 COUNTY LIABILITY TRUST				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	27,733	17,720		
4600 CHARGES FOR CURRENT SERVICES	2,058,497	1,135,664	2,273,022	2,273,022
4900 OTHER REVENUE	660			
TOTAL REVENUES	2,086,890	1,153,384	2,273,022	2,273,022
EXPENDITURES				
5100 SERVICES & SUPPLIES	1,381,401	1,653,501	2,945,200	2,945,200
5200 INTERNAL CHARGES	19,126	8,125	20,250	20,250
5800 OTHER FINANCING USES	4,089		280,000	280,000
TOTAL EXPENDITURES	1,404,616	1,661,626	3,245,450	3,245,450
500903 NET COST	682,274	(508,242)	(972,428)	(972,428)
500904 MEDICAL MALPRACTICE TRUST				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	2,876	2,158		
4600 CHARGES FOR CURRENT SERVICES	196,207	107,457	214,913	214,913
TOTAL REVENUES	199,083	109,615	214,913	214,913
EXPENDITURES				
5100 SERVICES & SUPPLIES	143,418	108,845	213,204	213,204
5200 INTERNAL CHARGES	1,328	855	1,709	1,709
TOTAL EXPENDITURES	144,746	109,700	214,913	214,913
500904 NET COST	54,337	(85)		

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2024

RUN DATE: 02/13/2025

	Prior Actuals FY 2023-24	YTD Actuals FY 2024-25	Working Budget FY 2024-25	Mid-Year Budget FY 2024-25
RISK MANAGEMENT NET COST	955,822	(1,388,324)	(976,766)	(976,766)
COUNTY ADMINISTRATIVE OFFICER NET COST	1,805,298	(3,238,627)	(6,462,106)	(5,915,734)
CAO CULTURAL SERVICES				
MUSEUM				
670700 CALIFORNIA MUSEUM GRNT 2022				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES			309,000	309,000
TOTAL REVENUES			309,000	309,000
EXPENDITURES				
5100 SERVICES & SUPPLIES			110,000	110,000
5800 OTHER FINANCING USES			199,000	199,000
TOTAL EXPENDITURES			309,000	309,000
670700 NET COST				
MUSEUM NET COST				
CAO CULTURAL SERVICES NET COST				
CHILD SUPPORT SERVICES				
CHILD SUPPORT				
022501 CHILD SUPPORT SERVICES				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	3,611	2,098	1,000	1,000
4400 AID FROM OTHER GOVT AGENCIES	1,163,546	717,315	1,427,485	1,416,065
TOTAL REVENUES	1,167,157	719,413	1,428,485	1,417,065
EXPENDITURES				
5000 SALARIES & BENEFITS	901,892	499,614	1,122,771	1,114,761
5100 SERVICES & SUPPLIES	156,445	110,018	159,377	155,967
5200 INTERNAL CHARGES	103,642	65,904	147,316	147,316
5800 OTHER FINANCING USES	4,442			
TOTAL EXPENDITURES	1,166,421	675,536	1,429,464	1,418,044
022501 NET COST	736	43,877	(979)	(979)
CHILD SUPPORT NET COST	736	43,877	(979)	(979)
CHILD SUPPORT SERVICES NET COST	736	43,877	(979)	(979)

COUNTY CLERK

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2024

RUN DATE: 02/13/2025

	Prior Actuals FY 2023-24	YTD Actuals FY 2024-25	Working Budget FY 2024-25	Mid-Year Budget FY 2024-25
RECORDER				
023401 RECORDERS MICROGRAPHIC/SYSTEM				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	1,328	1,018	1,000	1,500
4600 CHARGES FOR CURRENT SERVICES	17,341	12,270	17,500	24,600
4800 OTHER FINANCING SOURCES	52,742		149,158	149,158
TOTAL REVENUES	71,411	13,288	167,658	175,258
EXPENDITURES				
5000 SALARIES & BENEFITS	424			
5100 SERVICES & SUPPLIES	80,644	181,681	335,063	334,363
5200 INTERNAL CHARGES	325			
TOTAL EXPENDITURES	81,393	181,681	335,063	334,363
023401 NET COST	(9,982)	(168,393)	(167,405)	(159,105)
RECORDER NET COST	(9,982)	(168,393)	(167,405)	(159,105)
COUNTY CLERK NET COST	(9,982)	(168,393)	(167,405)	(159,105)
DISTRICT ATTORNEY				
DISTRICT ATTORNEY				
620423 OES-VWAC 23-24				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	108,828	155,797	107,224	107,224
TOTAL REVENUES	108,828	155,797	107,224	107,224
EXPENDITURES				
5000 SALARIES & BENEFITS	144,461	62,784	73,945	73,945
5100 SERVICES & SUPPLIES	19,165	18,509	27,459	27,459
5200 INTERNAL CHARGES	14,145	5,717	5,820	5,820
TOTAL EXPENDITURES	177,771	87,010	107,224	107,224
620423 NET COST	(68,943)	68,787		
620424 OES-VWAC 24-25				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES			207,286	207,286
TOTAL REVENUES			207,286	207,286
EXPENDITURES				
5000 SALARIES & BENEFITS		58,813	172,672	172,816
5100 SERVICES & SUPPLIES		404	14,557	14,413
5200 INTERNAL CHARGES		5,757	20,057	20,057

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2024

RUN DATE: 02/13/2025

	Prior Actuals FY 2023-24	YTD Actuals FY 2024-25	Working Budget FY 2024-25	Mid-Year Budget FY 2024-25
TOTAL EXPENDITURES		64,974	207,286	207,286
620424 NET COST		(64,974)		
DISTRICT ATTORNEY NET COST	(68,943)	3,813		
DISTRICT ATTORNEY NET COST	(68,943)	3,813		
FARM ADVISOR				
FARM ADVISOR				
024300 RANGE IMPROVEMENT				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES		611		
TOTAL REVENUES		611		
EXPENDITURES				
5100 SERVICES & SUPPLIES			6,000	6,000
TOTAL EXPENDITURES			6,000	6,000
024300 NET COST		611	(6,000)	(6,000)
024400 LEASE RENTAL				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES		1,347		
TOTAL REVENUES		1,347		
EXPENDITURES				
5100 SERVICES & SUPPLIES			6,000	6,000
TOTAL EXPENDITURES			6,000	6,000
024400 NET COST		1,347	(6,000)	(6,000)
FARM ADVISOR NET COST		1,958	(12,000)	(12,000)
FARM ADVISOR NET COST		1,958	(12,000)	(12,000)

HEALTH & HUMAN SERVICES

ESAAA

683000 ESAAA

REVENUES

4300 RENTS & LEASES	369		350	350
4350 REV USE OF MONEY & PROPERTY	(9,425)	(8,200)	900	900
4400 AID FROM OTHER GOVT AGENCIES	1,906,857	647,131	2,155,261	2,175,261

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2024

RUN DATE: 02/13/2025

	Prior Actuals FY 2023-24	YTD Actuals FY 2024-25	Working Budget FY 2024-25	Mid-Year Budget FY 2024-25
4600 CHARGES FOR CURRENT SERVICES	110,117	19,732	55,000	55,000
4800 OTHER FINANCING SOURCES	426,312	74,109	387,002	387,002
4900 OTHER REVENUE		81		
TOTAL REVENUES	2,434,230	732,853	2,598,513	2,618,513
EXPENDITURES				
5000 SALARIES & BENEFITS	1,034,379	616,704	1,282,170	1,282,170
5100 SERVICES & SUPPLIES	519,461	281,758	604,749	604,749
5200 INTERNAL CHARGES	413,672	157,351	394,948	394,948
5500 OTHER CHARGES	238,981		323,721	323,721
5600 FIXED ASSETS	117,796	779		
5800 OTHER FINANCING USES	200,925			20,000
TOTAL EXPENDITURES	2,525,214	1,056,592	2,605,588	2,625,588
683000 NET COST	(90,984)	(323,739)	(7,075)	(7,075)
ESAAA NET COST	(90,984)	(323,739)	(7,075)	(7,075)
HEALTH				
613595 CA HOME VISTING PROGRAM				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	82,485	80,299	338,735	338,735
TOTAL REVENUES	82,485	80,299	338,735	338,735
EXPENDITURES				
5000 SALARIES & BENEFITS	118,977	83,093	213,999	213,999
5100 SERVICES & SUPPLIES	36,319	9,005	87,825	87,825
5200 INTERNAL CHARGES	7,486	7,934	36,911	36,911
TOTAL EXPENDITURES	162,782	100,032	338,735	338,735
613595 NET COST	(80,297)	(19,733)		
641624 MATERNAL CHILD HEALTH 24-25				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES			258,500	258,500
TOTAL REVENUES			258,500	258,500
EXPENDITURES				
5000 SALARIES & BENEFITS		92,537	183,831	183,831
5100 SERVICES & SUPPLIES		4,059	25,805	25,805
5200 INTERNAL CHARGES		20,984	48,864	48,864
TOTAL EXPENDITURES		117,580	258,500	258,500

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2024

RUN DATE: 02/13/2025

	Prior Actuals FY 2023-24	YTD Actuals FY 2024-25	Working Budget FY 2024-25	Mid-Year Budget FY 2024-25
641624 NET COST		(117,580)		
641923 WOMEN INFANTS & CHILDREN 23-24				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	221,193	28,560	142,329	133,454
TOTAL REVENUES	221,193	28,560	142,329	133,454
EXPENDITURES				
5000 SALARIES & BENEFITS	253,522	94,911	104,486	94,911
5100 SERVICES & SUPPLIES	14,891	3,329	2,667	3,329
5200 INTERNAL CHARGES	36,516	35,214	35,176	35,214
TOTAL EXPENDITURES	304,929	133,454	142,329	133,454
641923 NET COST	(83,736)	(104,894)		
641924 WOMEN INFANTS & CHILDREN 24-25				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES		176,019	464,181	464,181
TOTAL REVENUES		176,019	464,181	464,181
EXPENDITURES				
5000 SALARIES & BENEFITS		105,564	321,763	321,763
5100 SERVICES & SUPPLIES		1,353	27,329	27,329
5200 INTERNAL CHARGES		35,926	115,089	115,089
TOTAL EXPENDITURES		142,843	464,181	464,181
641924 NET COST		33,176		
HEALTH NET COST	(164,033)	(209,031)		
HEALTH GRANTS				
610390 ELC-2 ENHANCED LAB CAPICITY				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	(4,731)	(5,482)		
4400 AID FROM OTHER GOVT AGENCIES	233,121	106,925	216,430	216,430
TOTAL REVENUES	228,390	101,443	216,430	216,430
EXPENDITURES				
5000 SALARIES & BENEFITS	106,733	40,508	80,927	80,927
5100 SERVICES & SUPPLIES	266,976	387	67,239	67,239
5200 INTERNAL CHARGES	54,849	31,684	68,295	68,295
TOTAL EXPENDITURES	428,558	72,579	216,461	216,461

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2024

RUN DATE: 02/13/2025

	Prior Actuals FY 2023-24	YTD Actuals FY 2024-25	Working Budget FY 2024-25	Mid-Year Budget FY 2024-25
610390 NET COST	(200,168)	28,864	(31)	(31)
640322 TOBACCO TAX GRANT 22-25				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	(2,772)	(1,391)		
4800 OTHER FINANCING SOURCES	275,071	80,437	328,208	328,208
4900 OTHER REVENUE	1,741			
TOTAL REVENUES	274,040	79,046	328,208	328,208
EXPENDITURES				
5000 SALARIES & BENEFITS	171,168	78,258	203,616	203,616
5100 SERVICES & SUPPLIES	80,842	44,802	88,763	88,763
5200 INTERNAL CHARGES	22,031	15,205	35,829	35,829
TOTAL EXPENDITURES	274,041	138,265	328,208	328,208
640322 NET COST	(1)	(59,219)		
642515 CBCAP				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	(31)	34		
4400 AID FROM OTHER GOVT AGENCIES	24,773		24,773	24,773
4800 OTHER FINANCING SOURCES	19,395		36,919	36,919
TOTAL REVENUES	44,137	34	61,692	61,692
EXPENDITURES				
5000 SALARIES & BENEFITS	29,867	16,130	28,940	28,940
5100 SERVICES & SUPPLIES	19,395	18	23,000	23,000
5200 INTERNAL CHARGES	606	4,876	9,752	9,752
TOTAL EXPENDITURES	49,868	21,024	61,692	61,692
642515 NET COST	(5,731)	(20,990)		
643000 FIRST FIVE COMMISSION				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	9,712	6,061		
4400 AID FROM OTHER GOVT AGENCIES	429,786	187,078	503,084	503,084
TOTAL REVENUES	439,498	193,139	503,084	503,084
EXPENDITURES				
5000 SALARIES & BENEFITS	297,633	160,342	358,864	358,864
5100 SERVICES & SUPPLIES	104,166	39,377	147,709	147,709
5200 INTERNAL CHARGES	57,487	35,398	84,415	84,415
5500 OTHER CHARGES	30,257	13,799	68,000	68,000

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2024

RUN DATE: 02/13/2025

	Prior Actuals FY 2023-24	YTD Actuals FY 2024-25	Working Budget FY 2024-25	Mid-Year Budget FY 2024-25
TOTAL EXPENDITURES	489,543	248,916	658,988	658,988
643000 NET COST	(50,045)	(55,777)	(155,904)	(155,904)
643006 LOCAL ORAL HEALTH PROGRAM				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES			104,590	104,590
TOTAL REVENUES			104,590	104,590
EXPENDITURES				
5000 SALARIES & BENEFITS	220	3,976	38,205	38,205
5100 SERVICES & SUPPLIES		97	59,849	59,849
5200 INTERNAL CHARGES		2,872	6,536	6,536
TOTAL EXPENDITURES	220	6,945	104,590	104,590
643006 NET COST	(220)	(6,945)		
HEALTH GRANTS NET COST	(256,165)	(114,067)	(155,935)	(155,935)
HEALTH TRUST				
505112 CalAIM-PATH JUSTICE INVOLVED				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	8,279	11,676		
4400 AID FROM OTHER GOVT AGENCIES	878,755	200,000		
TOTAL REVENUES	887,034	211,676		
EXPENDITURES				
5800 OTHER FINANCING USES	113,754		645,000	768,700
TOTAL EXPENDITURES	113,754		645,000	768,700
505112 NET COST	773,280	211,676	(645,000)	(768,700)
HEALTH TRUST NET COST	773,280	211,676	(645,000)	(768,700)
SOCIAL SERVICE				
055801 FIRST PROGRAM				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	39,103	19,412	267,493	267,493
4600 CHARGES FOR CURRENT SERVICES		26,266	75,000	75,000
4800 OTHER FINANCING SOURCES	451,809	182,823	243,300	243,300
TOTAL REVENUES	490,912	228,501	585,793	585,793
EXPENDITURES				

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2024

RUN DATE: 02/13/2025

	Prior Actuals FY 2023-24	YTD Actuals FY 2024-25	Working Budget FY 2024-25	Mid-Year Budget FY 2024-25
5000 SALARIES & BENEFITS	395,466	265,431	476,486	476,486
5100 SERVICES & SUPPLIES	22,719	4,552	51,934	51,934
5200 INTERNAL CHARGES	70,181	17,703	47,373	47,373
5500 OTHER CHARGES	2,544	3,504	10,000	10,000
TOTAL EXPENDITURES	490,910	291,190	585,793	585,793
055801 NET COST	2	(62,689)		
055900 COC - CONTINUUM OF CARE				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	(1,267)	(260)		
4400 AID FROM OTHER GOVT AGENCIES	7,221		50,000	50,000
4800 OTHER FINANCING SOURCES	157,750		1,450,636	1,450,636
TOTAL REVENUES	163,704	(260)	1,500,636	1,500,636
EXPENDITURES				
5000 SALARIES & BENEFITS	20,284	12,102	30,306	30,306
5100 SERVICES & SUPPLIES	143,419	75,011	1,288,458	1,288,458
5200 INTERNAL CHARGES		887	1,872	1,872
5500 OTHER CHARGES			180,000	180,000
TOTAL EXPENDITURES	163,703	88,000	1,500,636	1,500,636
055900 NET COST	1	(88,260)		
SOCIAL SERVICE NET COST	3	(150,949)		
SUBSTANCE ABUSE				
045312 DRINKING DRIVER PROGRAM				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES			125,607	125,607
4600 CHARGES FOR CURRENT SERVICES	112,018	44,785	120,000	120,000
TOTAL REVENUES	112,018	44,785	245,607	245,607
EXPENDITURES				
5000 SALARIES & BENEFITS	109,452	67,672	205,355	205,355
5100 SERVICES & SUPPLIES	11,466	860	14,908	14,908
5200 INTERNAL CHARGES	13,456	11,492	25,344	25,344
TOTAL EXPENDITURES	134,374	80,024	245,607	245,607
045312 NET COST	(22,356)	(35,239)		
045315 SUBSTANCE USE DISORDERS				
REVENUES				

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2024

RUN DATE: 02/13/2025

	Prior Actuals FY 2023-24	YTD Actuals FY 2024-25	Working Budget FY 2024-25	Mid-Year Budget FY 2024-25
4350 REV USE OF MONEY & PROPERTY	(4,325)	(3,975)		
4400 AID FROM OTHER GOVT AGENCIES	637,966	81,862	965,057	965,057
4600 CHARGES FOR CURRENT SERVICES	17,057	352	133,500	142,855
4800 OTHER FINANCING SOURCES		997		
TOTAL REVENUES	650,698	79,236	1,098,557	1,107,912
EXPENDITURES				
5000 SALARIES & BENEFITS	531,990	346,770	728,204	728,204
5100 SERVICES & SUPPLIES	112,595	14,942	258,763	258,763
5200 INTERNAL CHARGES	121,345	51,928	120,945	120,945
5500 OTHER CHARGES	148			
TOTAL EXPENDITURES	766,078	413,640	1,107,912	1,107,912
045315 NET COST	(115,380)	(334,404)	(9,355)	
SUBSTANCE ABUSE NET COST	(137,736)	(369,643)	(9,355)	
WORK INVESTMENT ACT				
613724 WORK INVESTMENT ACT 24-25				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES		9,643	171,082	171,082
TOTAL REVENUES		9,643	171,082	171,082
EXPENDITURES				
5000 SALARIES & BENEFITS		20,003	142,436	142,436
5100 SERVICES & SUPPLIES		226	25,509	25,509
5200 INTERNAL CHARGES		564	3,137	3,137
TOTAL EXPENDITURES		20,793	171,082	171,082
613724 NET COST		(11,150)		
WORK INVESTMENT ACT NET COST		(11,150)		
HEALTH & HUMAN SERVICES NET COST	124,365	(966,903)	(817,365)	(931,710)
PLANNING				
PLANNING AND ZONING				
620605 YUCCA MOUNTAIN OVERSIGHT				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	14,205	8,955	6,000	6,000
TOTAL REVENUES	14,205	8,955	6,000	6,000
EXPENDITURES				
5000 SALARIES & BENEFITS	10,418	5,974	11,948	11,948

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2024

RUN DATE: 02/13/2025

	Prior Actuals FY 2023-24	YTD Actuals FY 2024-25	Working Budget FY 2024-25	Mid-Year Budget FY 2024-25
5100 SERVICES & SUPPLIES	22,796	183,738	244,481	244,481
5200 INTERNAL CHARGES	5,952	1,142	22,768	22,768
TOTAL EXPENDITURES	39,166	190,854	279,197	279,197
620605 NET COST	(24,961)	(181,899)	(273,197)	(273,197)
PLANNING AND ZONING NET COST	(24,961)	(181,899)	(273,197)	(273,197)
PLANNING NET COST	(24,961)	(181,899)	(273,197)	(273,197)

PROBATION

PROBATION

023002 CRIMINAL JUSTICE-REALIGNMENT

REVENUES

4400 AID FROM OTHER GOVT AGENCIES	576,439	104,356	4,497,647	4,497,647
4800 OTHER FINANCING SOURCES		1		
TOTAL REVENUES	576,439	104,357	4,497,647	4,497,647

EXPENDITURES

5200 INTERNAL CHARGES	570,511	103,391	4,451,147	4,451,147
5500 OTHER CHARGES	5,928	966	46,500	46,500
TOTAL EXPENDITURES	576,439	104,357	4,497,647	4,497,647

023002 NET COST

620210 PROP 64 PUBLIC HEALTH & SAFETY

REVENUES

4400 AID FROM OTHER GOVT AGENCIES	226,806	12,695	469,078	76,100
TOTAL REVENUES	226,806	12,695	469,078	76,100

EXPENDITURES

5100 SERVICES & SUPPLIES	25,501	8,812	213,145	53,225
5200 INTERNAL CHARGES	111,576	12,405	255,933	13,916
TOTAL EXPENDITURES	137,077	21,217	469,078	67,141

620210 NET COST

PROBATION NET COST

PROBATION NET COST

PUBLIC WORKS

BISHOP AIRPORT

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2024

RUN DATE: 02/13/2025

	Prior Actuals FY 2023-24	YTD Actuals FY 2024-25	Working Budget FY 2024-25	Mid-Year Budget FY 2024-25
150100 BISHOP AIRPORT				
REVENUES				
4300 RENTS & LEASES	325,244	128,852	337,825	343,664
4350 REV USE OF MONEY & PROPERTY	120,937	77,320	121,536	121,536
4400 AID FROM OTHER GOVT AGENCIES	18,392		570,050	570,050
4600 CHARGES FOR CURRENT SERVICES	1,593,258	878,015	1,687,950	1,708,650
4800 OTHER FINANCING SOURCES	198,044	31	446,335	446,335
4900 OTHER REVENUE	43,131	13,317	32,465	32,465
TOTAL REVENUES	2,299,006	1,097,535	3,196,161	3,222,700
EXPENDITURES				
5000 SALARIES & BENEFITS	652,496	370,990	723,611	723,611
5100 SERVICES & SUPPLIES	1,469,117	717,590	1,458,841	1,465,126
5200 INTERNAL CHARGES	281,068	133,685	272,712	272,712
5500 OTHER CHARGES	196,000		200,000	200,000
5600 FIXED ASSETS	84,929	403,579	557,750	557,750
5800 OTHER FINANCING USES	50,826		9,000	9,000
TOTAL EXPENDITURES	2,734,436	1,625,844	3,221,914	3,228,199
150100 NET COST	(435,430)	(528,309)	(25,753)	(5,499)
150200 BISHOP AIRPORT - SPECIAL				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	483	209		
4600 CHARGES FOR CURRENT SERVICES		12		
TOTAL REVENUES	483	221		
EXPENDITURES				
5100 SERVICES & SUPPLIES	3,919			
5200 INTERNAL CHARGES	251			
5800 OTHER FINANCING USES	4,810		4,500	4,500
TOTAL EXPENDITURES	8,980		4,500	4,500
150200 NET COST	(8,497)	221	(4,500)	(4,500)
630303 BISHOP AIRPORT IMPROVE-PRJ				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	1,122	706		
4400 AID FROM OTHER GOVT AGENCIES				90,250
TOTAL REVENUES	1,122	706		90,250
EXPENDITURES				
5600 FIXED ASSETS				95,000
5800 OTHER FINANCING USES	2,044		52,000	52,000

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2024

RUN DATE: 02/13/2025

	Prior Actuals FY 2023-24	YTD Actuals FY 2024-25	Working Budget FY 2024-25	Mid-Year Budget FY 2024-25
TOTAL EXPENDITURES	2,044		52,000	147,000
630303 NET COST	(922)	706	(52,000)	(56,750)
630306 BISHOP AIR ENVIR ASSESSMENT				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	30,030	3,354	66,357	66,357
4800 OTHER FINANCING SOURCES			1,000	1,000
TOTAL REVENUES	30,030	3,354	67,357	67,357
EXPENDITURES				
5100 SERVICES & SUPPLIES	43,785	18,440	18,440	18,440
5200 INTERNAL CHARGES		562	500	500
TOTAL EXPENDITURES	43,785	19,002	18,940	18,940
630306 NET COST	(13,755)	(15,648)	48,417	48,417
630307 ARFF & SNOW EQUIPMENT PROJECT				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES			172,900	172,900
4800 OTHER FINANCING SOURCES			9,100	9,100
TOTAL REVENUES			182,000	182,000
EXPENDITURES				
5200 INTERNAL CHARGES			2,000	2,000
5600 FIXED ASSETS			180,000	180,000
TOTAL EXPENDITURES			182,000	182,000
630307 NET COST				
630500 BISHOP AIRPRT COMM SER TERMINA				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	13,423		322,500	322,500
4800 OTHER FINANCING SOURCES	1,491		21,944	21,944
TOTAL REVENUES	14,914		344,444	344,444
EXPENDITURES				
5100 SERVICES & SUPPLIES	14,915	84,517	84,517	84,517
5200 INTERNAL CHARGES		627	6,000	6,000
5600 FIXED ASSETS			244,000	244,000
TOTAL EXPENDITURES	14,915	85,144	334,517	334,517

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2024

RUN DATE: 02/13/2025

	Prior Actuals FY 2023-24	YTD Actuals FY 2024-25	Working Budget FY 2024-25	Mid-Year Budget FY 2024-25
630500 NET COST	(1)	(85,144)	9,927	9,927
BISHOP AIRPORT NET COST	(458,605)	(628,174)	(23,909)	(8,405)
COUNTY SERVICE AREA #2				
810001 COUNTY SERVICE AREA #2				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	4,421	2,991	1,100	1,100
4600 CHARGES FOR CURRENT SERVICES	55,977	558	56,031	56,031
TOTAL REVENUES	60,398	3,549	57,131	57,131
EXPENDITURES				
5000 SALARIES & BENEFITS	2,514	1,260	3,056	3,056
5100 SERVICES & SUPPLIES	58,634	503	49,600	49,600
5200 INTERNAL CHARGES	9,667	6,344	17,663	17,663
5600 FIXED ASSETS			70,000	70,000
TOTAL EXPENDITURES	70,815	8,107	140,319	140,319
810001 NET COST	(10,417)	(4,558)	(83,188)	(83,188)
COUNTY SERVICE AREA #2 NET COST	(10,417)	(4,558)	(83,188)	(83,188)
INDEPENDENCE AIRPORT				
150300 INDEPENDENCE AIRPORT				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	15,318	1,314	16,135	16,135
TOTAL REVENUES	15,318	1,314	16,135	16,135
EXPENDITURES				
5000 SALARIES & BENEFITS	4,092			
5100 SERVICES & SUPPLIES	3,232	807	3,400	3,400
5200 INTERNAL CHARGES	1,731	145	4,500	4,500
5600 FIXED ASSETS			8,235	8,235
5800 OTHER FINANCING USES				790
TOTAL EXPENDITURES	9,055	952	16,135	16,925
150300 NET COST	6,263	362		(790)
150400 INDEPENDENCE AIRPORT - SPECIAL				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	693	515	540	540
4400 AID FROM OTHER GOVT AGENCIES	10,000		10,000	10,000
4800 OTHER FINANCING SOURCES		21		

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2024

RUN DATE: 02/13/2025

	Prior Actuals FY 2023-24	YTD Actuals FY 2024-25	Working Budget FY 2024-25	Mid-Year Budget FY 2024-25
TOTAL REVENUES	10,693	536	10,540	10,540
EXPENDITURES				
5100 SERVICES & SUPPLIES	7,794	1,817	8,475	8,475
5200 INTERNAL CHARGES			2,065	2,065
TOTAL EXPENDITURES	7,794	1,817	10,540	10,540
150400 NET COST	2,899	(1,281)		
150402 INDEPENDENCE AIRPORT IMPROVE REVENUES				
4350 REV USE OF MONEY & PROPERTY	(16)	(11)		
4400 AID FROM OTHER GOVT AGENCIES				254,103
4800 OTHER FINANCING SOURCES				1,427
TOTAL REVENUES	(16)	(11)		255,530
EXPENDITURES				
5600 FIXED ASSETS				254,740
TOTAL EXPENDITURES				254,740
150402 NET COST	(16)	(11)		790
INDEPENDENCE AIRPORT NET COST	9,146	(930)		
LONE PINE AIRPORT				
150500 LONE PINE/DEATH VALLEY AIRPORT REVENUES				
4300 RENTS & LEASES	38,357	19,658	39,100	39,100
4350 REV USE OF MONEY & PROPERTY	1,251	(952)	1,100	1,100
4400 AID FROM OTHER GOVT AGENCIES	5,003			
4600 CHARGES FOR CURRENT SERVICES	92,852	48,632	80,000	80,000
4800 OTHER FINANCING SOURCES		21	100,000	100,000
TOTAL REVENUES	137,463	67,359	220,200	220,200
EXPENDITURES				
5100 SERVICES & SUPPLIES	101,527	45,482	92,850	92,350
5200 INTERNAL CHARGES	23,940	9,905	19,189	37,689
5800 OTHER FINANCING USES	5,845		8,161	8,161
TOTAL EXPENDITURES	131,312	55,387	120,200	138,200
150500 NET COST	6,151	11,972	100,000	82,000
150502 LP/DV AIRPORT IMPROVEMENT				

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2024 **RUN DATE:** 02/13/2025

	Prior Actuals FY 2023-24	YTD Actuals FY 2024-25	Working Budget FY 2024-25	Mid-Year Budget FY 2024-25
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	51,513		140,213	141,906
4800 OTHER FINANCING SOURCES	5,845		8,161	8,161
TOTAL REVENUES	57,358		148,374	150,067
EXPENDITURES				
5200 INTERNAL CHARGES	1,255	358	500	1,200
5600 FIXED ASSETS	51,627	144,933	148,373	148,867
TOTAL EXPENDITURES	52,882	145,291	148,873	150,067
150502 NET COST	4,476	(145,291)	(499)	
150600 LONE PINE/DEATH VALLEY AIR-SP				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	652	473	500	500
4400 AID FROM OTHER GOVT AGENCIES	10,000		10,000	10,000
TOTAL REVENUES	10,652	473	10,500	10,500
EXPENDITURES				
5000 SALARIES & BENEFITS	282			
5100 SERVICES & SUPPLIES	6,671	2,898	7,400	7,400
5200 INTERNAL CHARGES	1,269		3,100	3,100
TOTAL EXPENDITURES	8,222	2,898	10,500	10,500
150600 NET COST	2,430	(2,425)		
630100 RUNWAY 12-30 GROOVING PROJECT				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	43,286		1,280,000	974,539
4800 OTHER FINANCING SOURCES	4,810		142,222	108,283
TOTAL REVENUES	48,096		1,422,222	1,082,822
EXPENDITURES				
5200 INTERNAL CHARGES		5,316	7,000	8,500
5600 FIXED ASSETS	48,096	772,569	1,371,000	1,074,322
TOTAL EXPENDITURES	48,096	777,885	1,378,000	1,082,822
630100 NET COST		(777,885)	44,222	
630600 RUNWAY 12-30 SAFETY AREA IMPRO				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES			239,400	239,400
4800 OTHER FINANCING SOURCES			12,600	12,600

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2024 RUN DATE: 02/13/2025

	Prior Actuals FY 2023-24	YTD Actuals FY 2024-25	Working Budget FY 2024-25	Mid-Year Budget FY 2024-25
TOTAL REVENUES			252,000	252,000
EXPENDITURES				
5200 INTERNAL CHARGES			2,000	2,000
5600 FIXED ASSETS		2,917	250,000	250,000
TOTAL EXPENDITURES		2,917	252,000	252,000
630600 NET COST		(2,917)		
LONE PINE AIRPORT NET COST	13,057	(916,546)	143,723	82,000
LTC				
504605 TRANSPORTATION & PLANNING TRST				
REVENUES				
4060 TAXES - SALES	143,239	52,086	146,581	146,581
4350 REV USE OF MONEY & PROPERTY	18,339	12,357	15,000	15,000
4400 AID FROM OTHER GOVT AGENCIES	581,767	67,881	650,674	655,458
4800 OTHER FINANCING SOURCES		2		
TOTAL REVENUES	743,345	132,326	812,255	817,039
EXPENDITURES				
5000 SALARIES & BENEFITS	260,924	148,664	346,748	346,748
5100 SERVICES & SUPPLIES	97,239	48,535	177,643	175,827
5200 INTERNAL CHARGES	63,840	61,047	110,391	116,991
5500 OTHER CHARGES	233,663		140,674	140,674
5600 FIXED ASSETS		40,000	106,610	106,610
TOTAL EXPENDITURES	655,666	298,246	882,066	886,850
504605 NET COST	87,679	(165,920)	(69,811)	(69,811)
LTC NET COST	87,679	(165,920)	(69,811)	(69,811)
PARKS AND RECREATION				
670102 CLEAN CA DIAZ LAKE				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES			1,475,000	1,475,000
TOTAL REVENUES			1,475,000	1,475,000
EXPENDITURES				
5200 INTERNAL CHARGES			10,000	10,000
5600 FIXED ASSETS			1,465,000	1,465,000
TOTAL EXPENDITURES			1,475,000	1,475,000

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2024

RUN DATE: 02/13/2025

	Prior Actuals FY 2023-24	YTD Actuals FY 2024-25	Working Budget FY 2024-25	Mid-Year Budget FY 2024-25
670102 NET COST				
PARKS AND RECREATION NET COST				
PUBLIC WORKS				
011501 PUBLIC WORKS - DEFERRED MAINT				
REVENUES				
4800 OTHER FINANCING SOURCES	988,766		1,750,705	1,808,705
TOTAL REVENUES	988,766		1,750,705	1,808,705
EXPENDITURES				
5100 SERVICES & SUPPLIES	333,181	531,492	1,197,237	1,235,237
5600 FIXED ASSETS	590,492	638,155	1,334,121	1,354,121
TOTAL EXPENDITURES	923,673	1,169,647	2,531,358	2,589,358
011501 NET COST	65,093	(1,169,647)	(780,653)	(780,653)
011502 PW-COURT HOUSE REHAB DEF MAINT				
REVENUES				
4800 OTHER FINANCING SOURCES	1,352,708		1,323,587	1,323,587
TOTAL REVENUES	1,352,708		1,323,587	1,323,587
EXPENDITURES				
5600 FIXED ASSETS	1,352,708	1,164,684	1,323,587	1,323,587
TOTAL EXPENDITURES	1,352,708	1,164,684	1,323,587	1,323,587
011502 NET COST		(1,164,684)		
152106 CAPITAL IMPV-WATER SYSTEM				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	27,649	23,933		
TOTAL REVENUES	27,649	23,933		
152106 NET COST	27,649	23,933		
152199 WATER SYSTEMS				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	27,649	23,932	500	15,000
4600 CHARGES FOR CURRENT SERVICES	879,529	285,956	753,459	766,836
4800 OTHER FINANCING SOURCES		3		
TOTAL REVENUES	907,178	309,891	753,959	781,836

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2024

RUN DATE: 02/13/2025

	Prior Actuals FY 2023-24	YTD Actuals FY 2024-25	Working Budget FY 2024-25	Mid-Year Budget FY 2024-25
EXPENDITURES				
5000 SALARIES & BENEFITS	299,221	173,719	484,158	484,158
5100 SERVICES & SUPPLIES	59,932	173,557	236,389	264,266
5200 INTERNAL CHARGES	61,991	25,617	90,944	90,944
5550 DEBT SERVICE PRINCIPAL	12,558			
5560 DEBT SERVICE INTEREST	214			
5600 FIXED ASSETS	47,025	2,475	17,475	17,475
5800 OTHER FINANCING USES		3,385		
TOTAL EXPENDITURES	480,941	378,753	828,966	856,843
152199 NET COST	426,237	(68,862)	(75,007)	(75,007)
152200 PROP 1-WATER INFRASTRUCTURE IM				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	279,000		279,000	279,000
TOTAL REVENUES	279,000		279,000	279,000
EXPENDITURES				
5100 SERVICES & SUPPLIES			558,000	558,000
TOTAL EXPENDITURES			558,000	558,000
152200 NET COST	279,000		(279,000)	(279,000)
506907 PARKS REHAB & DEVELOPMENT TRST				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	3,421	3,120		
4800 OTHER FINANCING SOURCES	70,880		73,633	73,633
TOTAL REVENUES	74,301	3,120	73,633	73,633
506907 NET COST	74,301	3,120	73,633	73,633
800001 BIG PINE LIGHTING				
REVENUES				
4000 TAXES - PROPERTY	35,676	2,976	30,069	30,069
4350 REV USE OF MONEY & PROPERTY	9,016	5,985	2,000	2,000
4400 AID FROM OTHER GOVT AGENCIES	131		75	75
TOTAL REVENUES	44,823	8,961	32,144	32,144
EXPENDITURES				
5000 SALARIES & BENEFITS	7,396	2,395	4,817	4,817
5100 SERVICES & SUPPLIES	7,891	3,710	23,410	23,410
5200 INTERNAL CHARGES	8,057	5,702	11,902	11,902

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2024

RUN DATE: 02/13/2025

	Prior Actuals FY 2023-24	YTD Actuals FY 2024-25	Working Budget FY 2024-25	Mid-Year Budget FY 2024-25
TOTAL EXPENDITURES	23,344	11,807	40,129	40,129
800001 NET COST	21,479	(2,846)	(7,985)	(7,985)
800101 INDEPENDENCE LIGHTING				
REVENUES				
4000 TAXES - PROPERTY	35,397	2,953	28,653	28,653
4350 REV USE OF MONEY & PROPERTY	10,549	7,078	1,200	1,200
4400 AID FROM OTHER GOVT AGENCIES	130		75	75
TOTAL REVENUES	46,076	10,031	29,928	29,928
EXPENDITURES				
5000 SALARIES & BENEFITS	4,388	2,320	4,817	4,817
5100 SERVICES & SUPPLIES	4,058	1,816	19,310	19,310
5200 INTERNAL CHARGES	4,347	3,965	9,428	9,428
TOTAL EXPENDITURES	12,793	8,101	33,555	33,555
800101 NET COST	33,283	1,930	(3,627)	(3,627)
800201 LONE PINE LIGHTING				
REVENUES				
4000 TAXES - PROPERTY	29,557	2,405	25,000	25,000
4350 REV USE OF MONEY & PROPERTY	5,476	3,607	500	500
4400 AID FROM OTHER GOVT AGENCIES	107		60	60
TOTAL REVENUES	35,140	6,012	25,560	25,560
EXPENDITURES				
5000 SALARIES & BENEFITS	4,388	2,320	4,817	4,817
5100 SERVICES & SUPPLIES	12,433	6,407	41,710	41,710
5200 INTERNAL CHARGES	6,629	4,244	10,987	10,987
TOTAL EXPENDITURES	23,450	12,971	57,514	57,514
800201 NET COST	11,690	(6,959)	(31,954)	(31,954)
PUBLIC WORKS NET COST	938,732	(2,384,015)	(1,104,593)	(1,104,593)
ROAD				
034600 ROAD				
REVENUES				
4100 LICENSES & PERMITS	17,925	6,171	20,000	20,000
4350 REV USE OF MONEY & PROPERTY	132,115	95,895	55,000	103,165
4400 AID FROM OTHER GOVT AGENCIES	10,663,508	3,081,437	8,630,844	8,630,844
4600 CHARGES FOR CURRENT SERVICES	35,178		73,165	25,000

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2024 **RUN DATE:** 02/13/2025

	Prior Actuals FY 2023-24	YTD Actuals FY 2024-25	Working Budget FY 2024-25	Mid-Year Budget FY 2024-25
4900 OTHER REVENUE	68,003	6,394	30,000	30,000
TOTAL REVENUES	10,916,729	3,189,897	8,809,009	8,809,009
EXPENDITURES				
5000 SALARIES & BENEFITS	3,924,601	2,348,504	4,813,990	4,813,990
5100 SERVICES & SUPPLIES	1,762,200	522,342	2,227,677	2,227,677
5200 INTERNAL CHARGES	1,004,162	405,189	1,078,463	1,078,463
5600 FIXED ASSETS	2,592,157	511,346	3,999,096	3,999,096
5800 OTHER FINANCING USES	297,626	6,335	185,670	185,670
TOTAL EXPENDITURES	9,580,746	3,793,716	12,304,896	12,304,896
034600 NET COST	1,335,983	(603,819)	(3,495,887)	(3,495,887)
034601 ROAD PROJECTS - STATE FUNDED				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	887,444	1,149,385	4,065,281	4,065,281
4800 OTHER FINANCING SOURCES	289,126		171,470	171,470
TOTAL REVENUES	1,176,570	1,149,385	4,236,751	4,236,751
EXPENDITURES				
5600 FIXED ASSETS	2,279,664	5,225,601	5,445,659	5,445,659
TOTAL EXPENDITURES	2,279,664	5,225,601	5,445,659	5,445,659
034601 NET COST	(1,103,094)	(4,076,216)	(1,208,908)	(1,208,908)
631100 BISHOP AIR REHAB RUNWAY 12-30				
REVENUES				
TOTAL REVENUES				
EXPENDITURES				
5800 OTHER FINANCING USES		1		
TOTAL EXPENDITURES		1		
631100 NET COST		(1)		
ROAD NET COST	232,889	(4,680,036)	(4,704,795)	(4,704,795)
SHOSHONE AIRPORT				
150800 SHOSHONE AIRPORT - SPECIAL				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	1,408	1,038	1,000	1,000
4400 AID FROM OTHER GOVT AGENCIES	10,000		10,000	10,000

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2024

RUN DATE: 02/13/2025

	Prior Actuals FY 2023-24	YTD Actuals FY 2024-25	Working Budget FY 2024-25	Mid-Year Budget FY 2024-25
TOTAL REVENUES	11,408	1,038	11,000	11,000
EXPENDITURES				
5000 SALARIES & BENEFITS	141			
5100 SERVICES & SUPPLIES	690	400	5,625	5,625
5200 INTERNAL CHARGES			2,000	2,000
TOTAL EXPENDITURES	831	400	7,625	7,625
150800 NET COST	10,577	638	3,375	3,375
SHOSHONE AIRPORT NET COST	10,577	638	3,375	3,375
SOLID WASTE DISPOSAL				
045700 RECYCLING & WASTE MGMT				
REVENUES				
4060 TAXES - SALES	2,105,785	653,069	1,800,000	1,800,000
4100 LICENSES & PERMITS	563,819	142,689	540,000	540,000
4350 REV USE OF MONEY & PROPERTY	93,748	62,907	81,380	81,380
4400 AID FROM OTHER GOVT AGENCIES	65,298		35,000	35,000
4600 CHARGES FOR CURRENT SERVICES	1,744,023	598,843	1,666,992	1,666,992
4800 OTHER FINANCING SOURCES	58,686	311,273	744,200	754,553
4900 OTHER REVENUE	881	718	5,000	5,000
TOTAL REVENUES	4,632,240	1,769,499	4,872,572	4,882,925
EXPENDITURES				
5000 SALARIES & BENEFITS	1,461,373	891,797	2,061,806	2,061,806
5100 SERVICES & SUPPLIES	1,756,830	1,489,058	2,815,173	2,839,575
5200 INTERNAL CHARGES	273,188	141,098	436,094	436,094
5550 DEBT SERVICE PRINCIPAL	103,884	26,525	26,526	26,526
5560 DEBT SERVICE INTEREST	3,119	225	226	226
5600 FIXED ASSETS	96,483	712,118	1,883,255	1,858,853
5800 OTHER FINANCING USES	316,314	300,000	300,000	300,000
TOTAL EXPENDITURES	4,011,191	3,560,821	7,523,080	7,523,080
045700 NET COST	621,049	(1,791,322)	(2,650,508)	(2,640,155)
045701 RECYCLING & WASTE CAPITAL IMPR				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	16,818	13,819		
4800 OTHER FINANCING SOURCES	316,314	300,000	300,000	300,000
TOTAL REVENUES	333,132	313,819	300,000	300,000
EXPENDITURES				
5800 OTHER FINANCING USES	58,686	311,273	744,200	754,553

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2024

RUN DATE: 02/13/2025

	Prior Actuals FY 2023-24	YTD Actuals FY 2024-25	Working Budget FY 2024-25	Mid-Year Budget FY 2024-25
TOTAL EXPENDITURES	58,686	311,273	744,200	754,553
045701 NET COST	274,446	2,546	(444,200)	(454,553)
643111 TECOPA LAGOON PHASE 2 EXPENDITURES				
5100 SERVICES & SUPPLIES	1,046	226	1,000	1,000
5200 INTERNAL CHARGES			1,000	1,000
5600 FIXED ASSETS	45,426	97,868	165,856	165,856
TOTAL EXPENDITURES	46,472	98,094	167,856	167,856
643111 NET COST	(46,472)	(98,094)	(167,856)	(167,856)
SOLID WASTE DISPOSAL NET COST	849,023	(1,886,870)	(3,262,564)	(3,262,564)
PUBLIC WORKS NET COST	1,672,081	(10,666,411)	(9,101,762)	(9,147,981)

SHERIFF

ANIMAL CONTROL

621401 FERAL CAT GRANT

REVENUES

4400 AID FROM OTHER GOVT AGENCIES			2,500	
4800 OTHER FINANCING SOURCES				2,500
TOTAL REVENUES			2,500	2,500

EXPENDITURES

5100 SERVICES & SUPPLIES		1,913	2,500	2,500
TOTAL EXPENDITURES		1,913	2,500	2,500

621401 NET COST (1,913)

ANIMAL CONTROL NET COST (1,913)

SHERIFF GRANTS

671413 CALMET TASK FORCE

REVENUES

4400 AID FROM OTHER GOVT AGENCIES	123,060	64,444	124,000	124,000
TOTAL REVENUES	123,060	64,444	124,000	124,000

EXPENDITURES

5100 SERVICES & SUPPLIES	23,744	19,207	46,755	46,605
5200 INTERNAL CHARGES	55,170	41,654	113,441	113,591
5500 OTHER CHARGES	10,000			

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2024

RUN DATE: 02/13/2025

	Prior Actuals FY 2023-24	YTD Actuals FY 2024-25	Working Budget FY 2024-25	Mid-Year Budget FY 2024-25
TOTAL EXPENDITURES	88,914	60,861	160,196	160,196
671413 NET COST	34,146	3,583	(36,196)	(36,196)
671507 ILLEGAL CANNABIS SUPPRESSION REVENUES				
4400 AID FROM OTHER GOVT AGENCIES			20,000	20,000
TOTAL REVENUES			20,000	20,000
EXPENDITURES				
5000 SALARIES & BENEFITS			15,000	15,000
5100 SERVICES & SUPPLIES	45		5,000	5,000
TOTAL EXPENDITURES	45		20,000	20,000
671507 NET COST	(45)			
SHERIFF GRANTS NET COST	34,101	3,583	(36,196)	(36,196)
SHERIFF OFF HIGHWAY VEHICLE				
623512 OFF HWY VEHICLE GRANT 12-13 EXPENDITURES				
5800 OTHER FINANCING USES		549	550	550
TOTAL EXPENDITURES		549	550	550
623512 NET COST		(549)	(550)	(550)
623513 OFF HWY VEHICLE GRANT 13-14 EXPENDITURES				
5800 OTHER FINANCING USES		10,380	10,380	10,380
TOTAL EXPENDITURES		10,380	10,380	10,380
623513 NET COST		(10,380)	(10,380)	(10,380)
623514 OFF HWY VEHICLE GRANT 14-15 EXPENDITURES				
5800 OTHER FINANCING USES		1,530	1,530	1,530
TOTAL EXPENDITURES		1,530	1,530	1,530
623514 NET COST		(1,530)	(1,530)	(1,530)
623518 OFF HWY VEHICLE GRANT 18-19				

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2024

RUN DATE: 02/13/2025

	Prior Actuals FY 2023-24	YTD Actuals FY 2024-25	Working Budget FY 2024-25	Mid-Year Budget FY 2024-25
EXPENDITURES				
5800 OTHER FINANCING USES		20,129	20,130	20,130
TOTAL EXPENDITURES		20,129	20,130	20,130
623518 NET COST		(20,129)	(20,130)	(20,130)
623524 OFF HWY VEHICLE GRANT 24-25				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES			42,000	37,300
TOTAL REVENUES			42,000	37,300
EXPENDITURES				
5100 SERVICES & SUPPLIES			2,000	2,000
5200 INTERNAL CHARGES			20,000	35,300
5600 FIXED ASSETS			20,000	
TOTAL EXPENDITURES			42,000	37,300
623524 NET COST				
SHERIFF OFF HIGHWAY VEHICLE NET COST		(32,588)	(32,590)	(32,590)
SHERIFF NET COST	34,101	(30,918)	(68,786)	(68,786)

WATER

WATER

024102 WATER DEPARTMENT

REVENUES

4350 REV USE OF MONEY & PROPERTY	34,813	28,769	30,000	30,000
4400 AID FROM OTHER GOVT AGENCIES	1,829,167	1,849,156	1,985,181	1,985,181
4600 CHARGES FOR CURRENT SERVICES	1,375		2,000	2,000
4800 OTHER FINANCING SOURCES	90,873		65,000	65,000
4900 OTHER REVENUE			100	100
TOTAL REVENUES	1,956,228	1,877,925	2,082,281	2,082,281

EXPENDITURES

5000 SALARIES & BENEFITS	1,234,135	724,984	1,565,681	1,565,681
5100 SERVICES & SUPPLIES	189,195	105,359	457,279	457,279
5200 INTERNAL CHARGES	378,303	140,487	310,345	310,345
5500 OTHER CHARGES	66,148		65,000	65,000
5600 FIXED ASSETS	5,421			
5800 OTHER FINANCING USES	50,000			
TOTAL EXPENDITURES	1,923,202	970,830	2,398,305	2,398,305

COUNTY OF INYO

BUD020 - MID-YEAR BUDGET REVIEW

AS OF DATE: 12/31/2024

RUN DATE: 02/13/2025

	Prior Actuals FY 2023-24	YTD Actuals FY 2024-25	Working Budget FY 2024-25	Mid-Year Budget FY 2024-25
024102 NET COST	33,026	907,095	(316,024)	(316,024)
024502 SALT CEDAR PROJECT				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	66,228		92,459	108,459
TOTAL REVENUES	66,228		92,459	108,459
EXPENDITURES				
5000 SALARIES & BENEFITS	55,211	50,238	100,382	100,382
5100 SERVICES & SUPPLIES	1,029	1,615	6,200	8,200
5200 INTERNAL CHARGES	11,590	793	8,585	8,585
5600 FIXED ASSETS				14,000
TOTAL EXPENDITURES	67,830	52,646	115,167	131,167
024502 NET COST	(1,602)	(52,646)	(22,708)	(22,708)
621902 OWENS RIVER WATER TRAIL GRANT				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES			500,032	500,032
TOTAL REVENUES			500,032	500,032
EXPENDITURES				
5100 SERVICES & SUPPLIES			500,032	500,032
TOTAL EXPENDITURES			500,032	500,032
621902 NET COST				
WATER NET COST	31,424	854,449	(338,732)	(338,732)
WATER NET COST	31,424	854,449	(338,732)	(338,732)
TOTAL NET COST	3,421,734	(17,835,664)	(21,328,321)	(20,882,241)



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

February 25, 2025

Reference ID:
2024-907

Eastern Sierra Air Alliance and Commercial Air Service Update

County Administrator

NO ACTION REQUIRED

ITEM SUBMITTED BY

Nate Greenberg, County Administrative Officer,
Ashley Helms, Deputy Public Works Director -
Airports

ITEM PRESENTED BY

Nate Greenberg, County Administrative Officer,
Ashley Helms, Deputy Public Works Director -
Airports

RECOMMENDED ACTION:

Receive presentation from staff regarding current state of airports and commercial air service, then provide direction with respect to finalizing the Memorandum of Understanding/Cost Sharing Agreement and other aspects related to airports and air service as appropriate.

BACKGROUND / SUMMARY / JUSTIFICATION:

Airport infrastructure and commercial air service are among the Inyo County Board of Supervisors designated strategic priorities for the County. Recognizing these priorities, and taking into account the considerable conversation and input from the Board over the past two years, staff dedicated significant energy toward refining capital infrastructure work programs at each of the County's airports, and toward working to further develop commercial air service opportunities at Bishop Airport.

This item will provide an overview of the variety of capital projects taking place at all airports, review commercial air service performance over the past year, then present an update on the work to refine and solidify the Eastern Sierra Air Alliance -- including a draft of the Memorandum of Understanding/Cost Sharing Agreement for commercial air service at Bishop Airport.

FISCAL IMPACT:

There is no immediate fiscal impact associated with this item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

This is an informational item only.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Town of Mammoth Lakes; Mammoth Lakes Tourism; Mammoth Mountain Ski Area

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Enhanced Transportation Services
Economic Enhancement | Collaborative Regional Economic Development

APPROVALS:

Nate Greenberg	Created/Initiated - 2/18/2025
Darcy Israel	Approved - 2/18/2025
John Vallejo	Approved - 2/18/2025
Amy Shepherd	Approved - 2/18/2025
Nate Greenberg	Final Approval - 2/18/2025

ATTACHMENTS:

1. Air Service Update - February 2025
2. DRAFT - ESAA Commercial Air Service Cost Sharing Agreement - Feb 2025

Winter 24-25

AIR SERVICE UPDATE



Photo Credit: Samantha Lindberg, Mammoth Lakes Tourism

AIRPORT CAPITAL IMPROVEMENT PROGRAM

Bishop

- Runway 12-30 Surface Treatment
- Runway 12-30 Safety Area Improvement
- Rotating Beacon Replacement
- Fire/Snow Equipment Storage Building
- Commercial Service Terminal – Environmental & Preliminary Design

Independence

- Runway 14-32 Rehabilitation

Lone Pine

- Phase 2: Airfield Lighting Upgrade
- Taxiway B Rehabilitation

Embraer 175



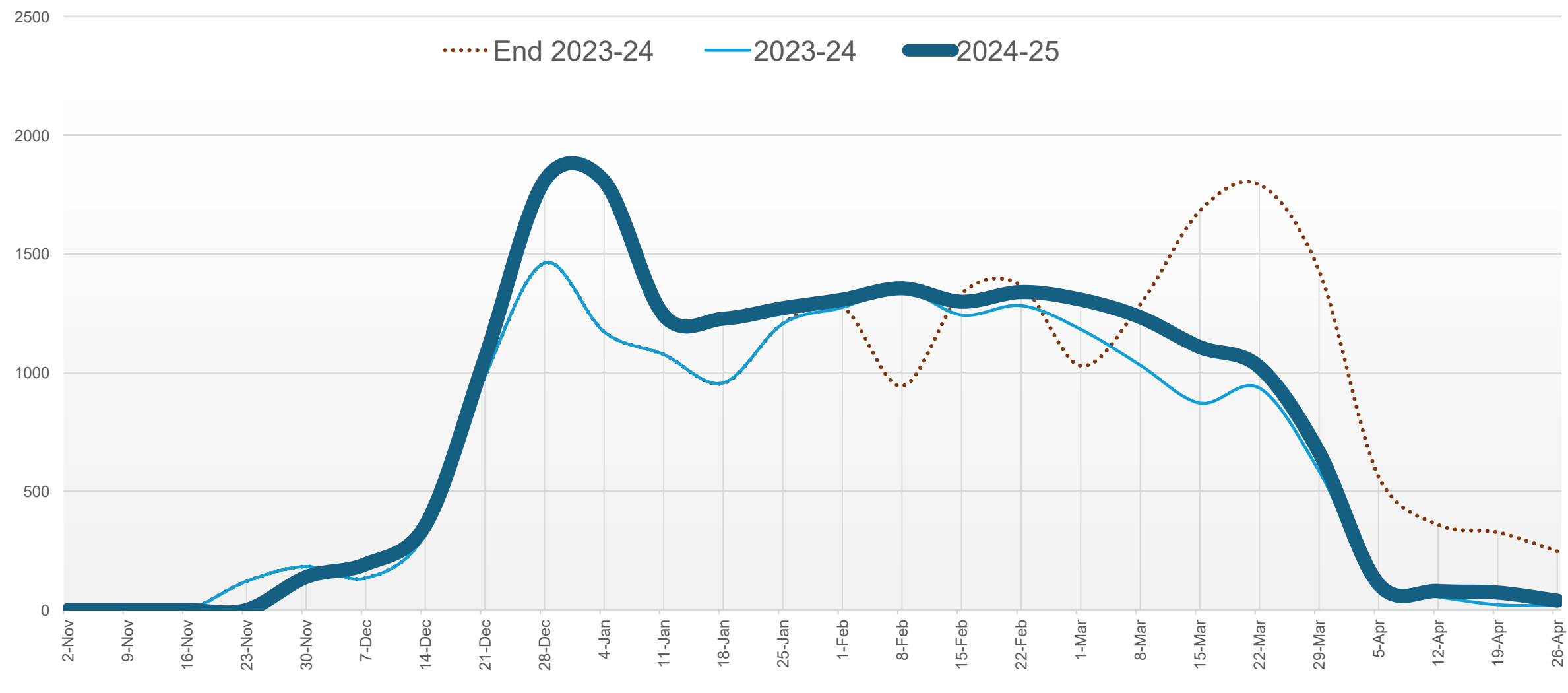
First flight on
December 12, 2025

- 100% completion rate!
- Only minor delays



CURRENT BOOKINGS

BIH MMH WINTER PASSENGERS



SEASON COMPARISON



December 2024 vs. 2023

- Load factor up 13.6%
- Enplanements up 49%!
- Flights began one week earlier
- No cancellations vs. 4 last year

January 2025 vs. 2024

- Load factor up 12%
- Enplanements up 16%
- No cancellations vs. 4 last year
- Fewer delays

2024 SUMMER AIR VISITOR PROFILE BISHOP AIRPORT (BIH)



OBJECTIVE: PROVIDE A CURRENT PROFILE OF THE SUMMER AIR
VISITOR

Intercepts were conducted at the Eastern Sierra Regional
Airport/Bishop 7/01/2024 – 10/6/2024

SAMPLE SIZE

965 TOTAL

497 LOCALS
468 VISITORS

174 FIRST TIME
294 REPEAT

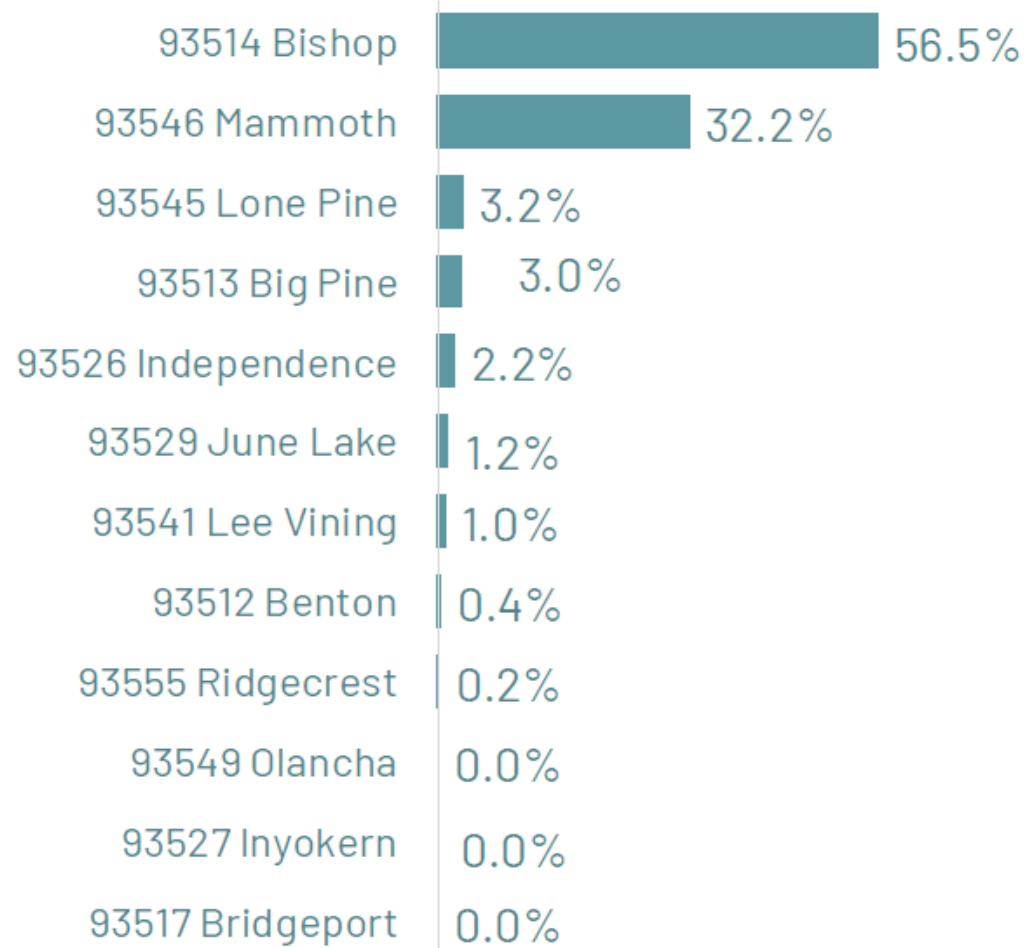
158 CALIFORNIA
310 OUT OF STATE
(19 OUT OF US)

242 ARRIVALS
226 DEPARTURES

SUMMER 2024 - LOCALS



LOCAL ZIP CODES



N=497

25%

FIRST TIME USING BIH

N=497

75%

TRIPS PAST YR

14% 1X/YR
40% 2-3X/YR
25% 3-5X/YR
21% 6+X/YR

N=371

EASTERN SIERRA AIR ALLIANCE



Oversight Committee

- Financial partners
- Develops operational plans
- Contracts with airlines
- Establishes strategic objectives

Advisory Committee

- All interested parties
- Requests/advises service
- Assists with marketing & outreach



INYO COUNTY INVOLVEMENT

AIRPORT OPERATIONS

- Capital Asset Management
- Staffing & Operations

SERVICE SUBSIDY CONTRIBUTION

- \$200k annual – “Core” summer & winter seasons
- Assures voice in Oversight Committee
- Facilitates reaching 10k enplanements → \$1.3M FAA Entitlement

SUMMER 2025 ROUTE PLANNING



UNITED: SFO-BIH

- **“Core Summer”** Daily June 26 – Sep 1 + Fri & Sun Sep 5 – Oct 5
\$799K cap
- **Option 2** Daily June 26 – Sep 1 + Thu-Fri-Sun-Mon Sep 5 – Oct 5
\$900-\$925K cap (*\$126k over base*)
- **Option 3** Daily June 26 – Sep 1 + Thu-Fri-Sun-Mon Sep 5 – Oct 24
\$1.095M cap (*\$296k over base*)

UNITED: DEN-BIH

- 10 RTs, Saturdays, June 28 – Aug 30 | \$197K



QUESTIONS



**MEMORANDUM OF UNDERSTANDING
AND COST SHARING AGREEMENT
for
COMMERCIAL AIR SERVICE PROGRAM
BISHOP REGIONAL AIRPORT (BIH)**

This AIR SERVICE PROGRAM MEMORANDUM OF UNDERSTANDING (the “MOU”) is made effective as of the _____ day of _____, by and among, the COUNTY of INYO (“Inyo”), TOWN OF MAMMOTH LAKES (“TOML”), MAMMOTH LAKES TOURISM (“MLT”), and MAMMOTH MOUNTAIN SKI AREA (“MMSA”) (inclusive the “parties”).

PURPOSE

WHEREAS the parties recognize the significant economic and regional transportation benefits afforded to the region through scheduled commercial airline service; and

WHEREAS, the parties recognize that it is in their respective best interests to continue to develop and sustain a successful regional air service program for the purpose of offering commercial airline service into Bishop Regional Airport (BIH) (the “Air Service Program”), and which includes agreements with one or more commercial airlines to subsidize and/or guarantee airline service into the local community; and

WHEREAS, in recognition of the need to support existing service and the anticipated continued growth of the Air Service Program, the parties desire to establish certain commitments to ensure the success of the Air Service Program.

1. GOVERNANCE AND STRUCTURE

a. The Eastern Sierra Air Alliance

The Eastern Sierra Air Alliance (ESAA) is partnership between a collection of local government and private sector entities who are mutually interested in supporting commercial air service within the Eastern Sierra region of Inyo and Mono Counties.

The ESAA is comprised of two distinct committees, as follows:

- i. An Oversight Committee, which shall be comprised of any party which directly contributes funds toward the sustainment of air service into the region and has the ultimate decision-making authority regarding air service, including (but not limited to) routes, schedules, and financial investments.

The Oversight Committee should consider input and/or requests from the Advisory Committee and developing air service operational plans.

- ii. An Advisory Committee, which shall consist of any party which has a vested interest in regional air service for the purpose of economic development or local transportation benefits and desires to inform the decision-making process.

The Advisory Committee is responsible for providing recommendations, requests, and/or other strategic concepts to the Oversight Committee aimed at sustaining and growing air service into the region.

- b. The Eastern Sierra Air Alliance is supported by the consulting services of Air Planners who provide data, analysis, and strategic direction to inform the decision-making process of the Oversight Committee. Furthermore, Air Planners assist in the coordination with airlines, the Federal Aviation Administration (FAA), and other partners.
- c. In support of the above responsibilities, MLT will coordinate with all partners to provide information, updates, data, and support with regard to the current and future state of commercial air service at BIH. Additionally, MLT serves as the intermediary between all the financial partners, as well as the contracting entity with the airlines.

2. AIR SERVICE DEVELOPMENT

On a recurring basis, members of each of the ESAA committees shall meet to review current service performance; and evaluate gaps, needs, deficiencies, considerations, and opportunities. The Oversight Committee will consider information gathered through these discussions and ultimately make collective decisions with regard to air service operators, routes, schedules, and related elements.

3. AIR SERVICE CONTRIBUTIONS

Given the developing nature of commercial air service at Bishop Airport, local agency contributions are necessary to support such operations. ESAA partners desire year-round air service, though simultaneously recognize the cost-benefit nature, and financial risk of investing in such service. As such, the partners agree to jointly fund commercial air service provided by United Airlines, or its subsidiaries, with the goal of attaining year-round commercial air service. As such, the parties shall contribute funds toward the airline's Minimum Revenue Guarantee as follows on an annual basis:

- a. Mammoth Lakes Tourism shall contribute the first \$1,750,000, or any greater amount the MLT Board of Directors authorizes;
- b. Inyo County and the Town of Mammoth Lakes shall each contribute an equal amount, up to \$200,000, above Mammoth Lakes Tourism's contribution;
- c. Mammoth Mountain Ski Area shall contribute any funds required in excess of those stated above.

Mammoth Lakes Tourism shall invoice each other entity during the month of February in the amount stated above for that current fiscal year.

Should any of the ESAA members desire additions to the core schedule or routes, a request may be made to develop a feasibility and cost plan for such additions. Partners may choose to support such operational changes at their discretion, without obligation or expectation.

4. TERM & TERMINATION

This Agreement shall have an effective date of _____. Any party may terminate their participation in this MOU upon written notice to all other parties provided that notice is transmitted between January 1 and January 31 of any calendar year, to be effective the following July 1.

5. INDEMNITY

The Parties, their agents, directors, officers, owners, employees and representatives, without limitation, and the successors and assigns of the Parties and the Parties Affiliates, shall mutually indemnify, defend and hold harmless the Parties, and their agents, directors, officers, members, employees and representatives, without limitation, and the successors and assigns of the Parties, financially free and harmless from any liability, claims, damages, cross-complaints, subsequent lawsuits, judgements, sanctions, orders, attorney fees or costs of any kind, without limitation, arising in any manner, directly or indirectly, from their respective performance of this Agreement by the Parties and any and all actions of the Parties incident thereto.

6. CONFIDENTIAL INFORMATION

The Parties mutually acknowledge that during the performance of this Agreement information may be received by one party from the other which is confidential and/or a trade secret ("Confidential Information"). Confidential Information shall also include, but not be limited to, information that a party designates as "confidential," as well as information which, under the circumstances of its disclosure, a party should reasonably recognize as being confidential. The Parties agree not to disclose any such Confidential Information to a third party without the written consent of the party from which the Confidential Information originated.

7. NO AGENCY, JOINT VENTURE OR PARTNERSHIP

This Agreement shall in no way be construed to create, and shall not be deemed to have created, any relationship of employer/employee, master/servant, principal/agent, partnership or joint venture between the Parties. No party shall have the authority, whether express or implied, to bind the other to any contractual or other third-party relationship, obligation or liability.

8. ASSIGNMENT

This Agreement and the rights and obligations created hereunder shall not be assigned by either party without the prior written consent of the other party.

9. REPRESENTATIONS & WARRANTIES

The individuals executing this Agreement on behalf of the Parties have the full right, power and authority to execute this Agreement and commit the Parties to its terms.

IN WITNESS WHEREOF, this AGREEMENT is executed as follows:

INYO COUNTY

Date

TOWN OF MAMMOTH LAKES

Date

MAMMOTH LAKES TOURISM

Date

MAMMOTH MOUNTAIN SKI AREA

Date



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

February 25, 2025

Reference ID:
2025-31

Amendment No. 1 to the Contract with Tartaglia Engineering for the Rotating Beacon Replacement Project at the Bishop Airport

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:

Ratify and approve Amendment No. 1 to the contract between the County of Inyo and Tartaglia Engineering of Atascadero, CA, increasing the contract to an amount not to exceed \$205,243, contingent upon approval of the Mid-Year Budget Review, and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

On September 9, 2024, Public Works circulated a Request for Proposals (RFP) for Airport Engineering Services. The RFP included the construction administration/inspection services for the Runway 12-30 Surface Treatment Project, as well as design and construction administration services for the replacement of the rotating beacon at the Bishop Airport. One proposal was received by the RFP deadline, and on November 5, 2024, the Board awarded the contract for the Runway 12-30 Surface Treatment Project construction administration/inspection to Tartaglia Engineering. This amendment adds the design and construction phases of the Rotating Beacon Replacement Project to the contract.

This amendment comes to the Board as a ratification because the project kickoff meeting was held in late January, while the consultant was in the area for another project. This onsite meeting helped refine the scope of work and to decrease the not-to-exceed amount.

FISCAL IMPACT:

Funding Source	95% Grant Funded - Federal Aviation Administration grant through the Airport Infrastructure Grants program.	Budget Unit	630303
Budgeted?	This amendment will be Included in the Mid-Year Budget	Object Code	5700
Recurrence	One-Time Expenditure	Sole Source?	No

If Sole Source, provide justification below

Current Fiscal Year Impact

This amendment increases the not-to-exceed amount of the contract by \$90,443. The preliminary, design, and bidding phases will occur this fiscal year, not to exceed \$41,737. The remaining amendment costs will be incurred in the following fiscal year.

Future Fiscal Year Impacts

The construction phase of this project will occur in FY 25/26.

Additional Information

95% of the costs associated with this project will be reimbursed by the Airport Infrastructure Grants (AIG) program, administered by the Federal Aviation Administration. The grant will be issued after the bidding phase, and will make use of AIG Entitlement funds, which are guaranteed to the Bishop Airport through the Bipartisan Infrastructure Legislation.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to amend this contract, and instead direct staff to request new proposals. This is not recommended, as this is a small project that did not attract more than one proposal, even when combined with the Runway 12-30 Surface Treatment Project.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

High Quality Services | Improved County Facilities

APPROVALS:

Ashley Helms	Created/Initiated - 2/6/2025
Darcy Israel	Approved - 2/7/2025
Ashley Helms	Approved - 2/13/2025
Denelle Carrington	Approved - 2/13/2025
Grace Weitz	Approved - 2/13/2025
John Vallejo	Approved - 2/14/2025
Keri Oney	Approved - 2/14/2025
Amy Shepherd	Approved - 2/18/2025
Michael Errante	Approved - 2/18/2025
Nate Greenberg	Final Approval - 2/18/2025

ATTACHMENTS:

1. Tartaglia Engineering Agreement
2. Tartaglia Amendment 1

AGREEMENT BETWEEN COUNTY OF INYO
AND Tartaglia Engineering
FOR THE PROVISION OF Airport Engineering **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for Airport Engineering services of Tartaglia Engineering (hereinafter referred to as "Consultant"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

The Consultant shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Consultant to perform under this Agreement will be made by the Deputy Public Works Director Ashley Helms. Requests to the Consultant for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Consultant by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Consultant the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by the Consultant at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions.

2. PERFORMANCE PERIOD
(Choose Option 1 or Option 2)

☒ **Option 1 – Standard Contract**

A. This Contract shall go into effect on 11/5/2024, contingent upon approval by County, and Consultant shall commence work after notification to proceed by County's Contract Administrator. The Contract shall end on 6/30/2026, unless extended by Contract amendment.

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

☐ **Option 2 – On-Call Contracts**

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

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

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

3. CONSIDERATION

A. Compensation. County shall pay Consultant in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A which are performed by Consultant at the County's request.

B. Travel and per diem. County shall reimburse Consultant for the travel expenses and per diem which Consultant incurs in providing services and work requested by County under this Agreement. Consultant shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Consultant for approval to incur travel and per diem expenses shall be submitted to the Deputy Public Works Director. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Consultant for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Consultant without the prior approval of the County.

C. No additional consideration. Except as expressly provided in this Agreement, Consultant shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Consultant shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Consultant for services and work performed under this Agreement shall not exceed one hundred and fourteen thousand, eight hundred \$ 114,800.00 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Consultant for services or work performed which is in excess of the contract limit.

E. Billing and payment. Consultant shall submit to the County, once a month, an itemized statement of all hours spent by Consultant in performing services and work described in

Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the hours were worked and describe the nature of the work which was performed on each day. Consultant's statement to the County will also include an itemization of any travel or per diem expenses, which have been approved in advance by County, incurred by Consultant during that period. The itemized statement for travel expenses and per diem will include receipts for lodging, meals, and other incidental expenses in accordance with the County's accounting procedures and rules. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Consultant on the last day of the month.

F. Federal and State taxes.

- (1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Consultant under the terms and conditions of this Agreement.
- (2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent Consultant's when it is anticipated that total annual payments to Consultant under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).
- (3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Consultant under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.
- (4) The total amounts paid by County to Consultant, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Consultant shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Consultant to provide the services and work described in Attachment A must be procured by Consultant and be valid at the time Consultant enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Consultant must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Consultant at no expense to the County. Consultant will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Consultant and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

6. CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it, Consultant nor its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency from participation in this transaction. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

7. CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offerer/Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

8. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA

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

the costs and expenses incurred by Consultant in providing and maintaining such items is the sole responsibility and obligation of Consultant.

9. DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13)

The Consultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the County deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Consultant from future bidding as non-responsible.

Prompt Payment (§26.29)

The prime Consultant agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 14 days from the receipt of each payment the prime Consultant receives from County. The prime Consultant agrees further to return retainage payments to each subcontractor within 14 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the County. This clause applies to both DBE and non-DBE subcontractors.

10. TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the County encourages the Consultant to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Consultant must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

11. CLEAN AIR AND WATER POLLUTION CONTROL

(Applies to all contracts that exceed \$150,000)

Consultant agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control

Act as amended (33 USC § 1251-1387). The Consultant agrees to report any violation to the County immediately upon discovery. The County assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. Contractor must include this requirement in all subcontracts that exceeds \$150,000.

12. ENERGY CONSERVATION REQUIREMENTS

Consultant and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201 *et seq*).

13. FEDERAL FAIR LABOR STANDARDS ACT (FLSA)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

14. TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the County if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Consultant must require subcontractors provide immediate written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or

- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Consultant or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the County cancellation of the contract or subcontract for default at no cost to the County or the FAA.

15. CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

16. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

17. CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is (●) is not () a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is (●) is not () is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.
- 3) **Term Definitions**
- 4) **Felony conviction:** Felony conviction means a conviction within the preceding twenty-four
- 5) (24) months of a felony criminal violation under any Federal law and includes
- 6) conviction of an offense defined in a section of the U.S. code that specifically classifies
- 7) the offense as a felony and conviction of an offense that is classified as a felony under 18
- 8) U.S.C. § 3559.
- 9) **Tax Delinquency:** A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

18. VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Consultant and all sub-tier Consultants must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled

veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

19. COUNTY PROPERTY

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Consultant by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Consultant will use reasonable care to protect, safeguard and maintain such items while they are in Consultant's possession. Consultant will be financially responsible for any loss or damage to such items, partial or total, which is the result of Consultant's negligence.

B. Products of Consultant's Work and Services. Any and all compositions, publications, plans, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Consultant's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Consultant will convey possession and title to all such properties to County.

20. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES

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

21. STATUS OF CONSULTANT

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

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

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

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

22. DEFENSE AND INDEMNIFICATION

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

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

23. ACCESS TO RECORDS, REPORTS AND AUDIT

A. Records. Consultant must prepare and maintain an acceptable cost accounting system and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, ordinances, regulations, and directions. The Consultant agrees to provide the County, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Consultant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. Consultant shall maintain these records for a minimum of four (4) years after final payment is made and the termination or completion of this Agreement. Consultant may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Consultant, which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Consultant. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

24. EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Consultant agrees as follows:

(1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be

limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

25. GENERAL CIVIL RIGHTS PROVISIONS

The Consultant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color,

national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Consultant and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

26. TITLE VI – COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. **Compliance with Regulations:** The Consultant (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Consultant of the Consultant’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Consultant’s noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Consultant under the contract until the Consultant complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Consultants, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

27. ASSIGNMENT

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

28. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Consultant or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

County will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. County reserves the right to withhold payments to Consultant until such time the Consultant corrects the breach or the County elects to terminate the contract. The County's notice will identify a specific date by which the Consultant must correct the breach. County may proceed with termination of the contract if the Consultant fails to correct the breach by the deadline indicated in the County's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

29. TERMINATION FOR CONVENIENCE

The County may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the County, the Consultant must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the County all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

County agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

County further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

30. TERMINATION FOR DEFAULT

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by County:** The County may terminate this Agreement in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by County approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project; or
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the County all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

County agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

County further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the County determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the County issued the termination for the convenience of the County.

b) **Termination by Consultant:** The Consultant may terminate this Agreement in whole or in part, if the County:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, County agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If County and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the County's breach of the contract.

In the event of termination due to County breach, the Engineer is entitled to invoice County and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. County agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

31. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph thirty-seven (37) "Amendment" below.

32. CONFIDENTIALITY

Consultant further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Consultant in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Consultant agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Consultant only with the express written consent of the County. Any disclosure of confidential information by Consultant without the County's written consent is solely and exclusively the legal responsibility of Consultant in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

33. CONFLICTS

Consultant agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

34. POST AGREEMENT COVENANT

Consultant agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Consultant agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any County, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Consultant by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

35. SEVERABILITY

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

36. FUNDING LIMITATION

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Consultant of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph thirty-seven (37) "Amendment."

37. AMENDMENT

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

38. NOTICE

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Consultant or County shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

County of Inyo:

Public Works - Airports	Department
703 Airport Rd	Address
Bishop, CA 93514	City and State

Consultant:

Tartaglia Engineering	Name
PO Box 476	Address
Pismo Beach, CA 93448	City and State

39. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.


---o0o---


AGREEMENT BETWEEN COUNTY OF INYO
AND Tartaglia Engineering
FOR THE PROVISION OF Airport Engineering **SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND
SEALS THIS 5th DAY OF November, 2024.

COUNTY OF INYO

CONSULTANT

By: 
Signature
Matt Kingsley
Print or Type Name

By: 
Signature
John Smith
Print or Type Name

Dated: November 5, 2024

Dated: 10/22/2024

APPROVED AS TO FORM AND LEGALITY:


Grace Weitz (Oct 16, 2024 16:30 PDT)
County Counsel

APPROVED AS TO ACCOUNTING FORM:


Christie Martindale (Oct 22, 2024 15:46 PDT)
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:


Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:


County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO
AND Tartaglia Engineering
FOR THE PROVISION OF Airport Engineering SERVICES**

TERM:

FROM: 11/5/2024 **TO:** 6/30/2026

SCOPE OF WORK:

The Scope of Work is described in Exhibit A: Scope of Services, dated September 27, 2024.

SCOPE OF THE PROJECT

The Treatment Project is focused on preservation of the surface of Runway 12-30 and on establishing a friction element to the 49-CFR, Part 139 Runway at Bishop Airport, Inyo County, California.

Elements of construction include:

- Obliterate specific markings on the runway (centerline and taxiway lead-in lines).
- Perform runway grooving on the recently improved (overlaid) asphalt pavement surface.
- Apply an emulsified asphalt seal coat to the grooved, runway and paved shoulder surface, shielding all remaining pavement markings, prohibiting application of the seal coat on the marked surface.
- After cure, all removed markings (runway centerline and taxiway lead-in lines) will be reestablished in a two-coat pavement marking process.
- Markings that remain and are not coated will receive a single coat of marking paint.

The work is anticipated to occur in two distinct sequences with a short cure period in between:

Sequence 1:

- Obliterate specific markings.
- Runway grooving.
- Apply an emulsified asphalt seal coat, shielding most markings.
- Apply first coat of pavement markings.

Break in action between sequences to allow proper cure time for the first coat of markings. Preference is 20+ days.

Sequence 2:

- Apply second coat of pavement markings.

The Engineer's probable cost of construction at the time of bids was \$1,319,240. A total of six (6) bids were received, ranging from a low of \$722,250.00 to a high of \$1,119,770.00. The low bid appears to be in order and the County of Inyo is currently preparing a construction contract to the low bidder, American Road Maintenance, Inc.

SCOPE OF SERVICES: Construction & Completion Phases

Tartaglia Engineering is currently under contract with the County of Inyo for professional services within the Preliminary Engineering, Design, and Bidding Phases of this project. The scope of this second contract (or amendment to the initial contract), is the Construction and Completion Phases of this airport improvement project.

Services to be provided by Tartaglia Engineering may include, but not necessarily be limited to, the following:

Construction Phase

- A. Provide project management, communication, invoicing, and overall coordination of Tartaglia Engineering and associated subconsultants through the work of this phase.
- B. Schedule, chair, and take minutes at a Pre-Construction Conference:
 - Work to be accomplished in two Phases – about a month apart.
 - Airport safety and security. Badging and escort protocol. Gate / access means and methods.
 - The Construction Safety and Phasing Plan (CSPP).
 - Include general discussion about scope, phasing and sequencing, impacts to airfield operations.
 - Include a detailed discussion about mechanics of project completion.
 - Review contractor submittals, pay requests, RFI process, contractor provided schedules and the need for an approved base-line schedule.
 - Coordination of Quality Control and Quality Assurance, layout of the limits of pavement operations.
 - Establish day / time for weekly progress meetings.
- C. Construction contract management:
 - Active communication between all parties of interest including the County and contractor. Provide project updates and advance scheduling information in a format suitable for County dissemination to interested parties.
 - Support the County in securing DIR registration for the project and in assuring contractor responsibilities for DIR registration and upload of payroll statements.
 - Construction site environmental management.
 - Actively manage, respond to, and document through log record all Requests for Information (RFI's), and other contractor-initiated communication, along with official responses.
 - Material submittal review and processing.
 - Monitoring of contractor progress relative to the contract time for performance and contractor-provided, engineer-approved base line schedule.
 - Attendance at periodic construction progress meetings. Generate progressive meeting minutes.
 - Perform field engineering including interpretation of plans and specifications, as necessary, to confirm intent and eliminate any perceived ambiguity.
 - Manage issues during construction as they develop. Render opinion regarding contract obligation, additional work based on unforeseen conditions or circumstances, County-initiated modification or change, etc. Prepare and issue Requests for Proposals (RFP's),

receive and negotiate cost proposals, prepare Change Orders, and gain County and FAA approval of same.

- Review and approval of contractor periodic progress payments.
- Receive, document, and verify DBE levels of participation.
- Periodic review of the CSPP to confirm effectiveness. Modify if appropriate with revisions submitted to FAA for review and approval.
- Participate in Preliminary Final and Final Inspections. Prepare and distribute Punch List.
- Prepare final correspondence to the Airport for acceptance of work. Prepare and submit Notice of Project Final Acceptance.

D. Construction observation:

- Active inspection of all contractor operations.
- Field engineering and interpretation of plan and specification.
- Engaging dialog with the contractor through ‘look-ahead’ tailgate meetings:
 - Issues and opportunities.
 - Phasing and sequencing.
 - Lighting, delineation, and FOD check.
 - Perimeter security issues, and gate access protocol.
 - Identify expectations for performance.
- Daily inspection reports to include the following, at a minimum:
 - Day, date, and contract day.
 - Weather and working conditions (twice each shift).
 - Men and equipment.
 - Work accomplished.
 - Materials delivered.
 - Materials testing.
- Site inspection for compliance with CSPP. Provide input regarding any necessary modifications to the plan.
- Monitor contractor performance regarding site access, path of travel, escort, vehicle and equipment delineation, etc.
- Photo documentation of all activities.
- Review material certifications (weight tickets, material tags, etc., for compliance with approved submittals).
- Review contractor-prepared “As-Built” marked up drawings.
- Document contractor performance relative to construction site storm water management.
- Establish individual pay items quantities through field measurement or from material delivery tickets.
- Determine periodic pay and final pay quantities.
- Participate in preliminary and final inspections, with input to the Punch List.

E. Survey – Control:

- Provide control in the field for contractor use.
- Provide electronic file copy of plans and excel point data files for contractor use with supporting technical interface to assure correct datum, orientation, control, etc.
- Review contractor-provided survey cut sheets, layout documentation, and surface acceptance surveys: limits of pavement removal and pave back, and pavement markings.

- F. The following deliverables are due at the conclusion of the Construction Phase:
- Daily construction inspection reports.
 - Weekly Construction Progress and Inspection Reports (FAA Form 5370-1) with photos.

Completion Phase

- A. Provide project management, communication, invoicing, and overall coordination of Tartaglia Engineering and associated subconsultants through the work of this phase.
- B. Establish final pay quantities and final compensation to contractor. Prepare Balancing Change Order.
- C. Receive the contractor-prepared, marked-up as built plans. With RPR input, revise electronic file version of the project plans to reflect the completed project.
- D. Assure complete contractor vacation of the airport and yard, returning all security badges, removal of any contractor locks, removal of all excess materials and disposal facilities for solid and sanitary waste, etc.
- E. Confirm receipt of all close-out submittals.
- F. Prepare a Final Engineer's Report documenting the project from start to successful completion, including photo documentation and all materials testing results.
- G. Prepare a Construction Project Final Acceptance form (5100-129) and provide to the County for signature and processing to the FAA.
- H. Provide final accounting documentation for the contractor and professional support team. Provide documentation to County in support of either a grant amendment or de-obligation of unused grant funds.
- I. The following deliverables are due at the conclusion of the Completion Phase:
- Final Engineer's Report.
 - Project accounting, including final contractor pay quantities and balancing change order.
 - Project photos.
 - As-Built plans.
 - Material submittals.
 - Results of all payroll interviews.
 - Documentation regarding final pay to all DBE's.
 - Close-out submittals.
 - Tartaglia Engineering letter certifying the project as complete and in support of grant closure.

PROFESSIONAL REPRESENTATION / CONTROL

The work of this contract will be performed under the control, oversight, and at the direction of John A. Smith. Mr. Smith is a California registered civil engineer (RCE 46852). Mr. Smith will provide engineering stamp approvals for plans, specifications, and reports.

The survey control data for this project will be prepared by Matthew Cunningham, a California registered land surveyor (L 8120).

TIME FOR PERFORMANCEConstruction Phase:

Proposed improvements are to be constructed in two phases, with a total construction time allocation of 55 working days.

Within the Construction Phase, Tartaglia Engineering is prepared to serve this undertaking in-line with the County-provided construction schedule, commencing our work several weeks ahead of the Pre-Construction Conference, remaining engaged through both Phase 1 and 2, until all construction is complete and accepted.

Completion Phase:

Tartaglia Engineering will complete tasks included in the Completion Phase within 60 calendar-days of final construction acceptance, following Phase 2.

CONSULTING TEAM

Tartaglia Engineering staff will be performing the work of this contract.

ADDITIONAL SERVICES

While not currently anticipated, from time to time the need for additional services develops during the Construction Phase of improvement projects, either through minor project expansions, the identification of information or conditions previously not known, or through common sense association with the scope of project work related to phasing, controlled access, or economic advantage due to economic advantages of scale. Tartaglia Engineering is available to provide additional services as needed, at the request of the County. Additional services can be provided on a Time and Materials (T&M) basis, at rates identified on the Tartaglia Engineering Fee Schedule, or additional services can be procured through fee estimates based on County-prepared scope of work summaries.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO
AND Tartaglia Engineering
FOR THE PROVISION OF Airport Engineering SERVICES**

TERM:

FROM: 11/5/2024 **TO:** 6/30/2026

SCHEDULE OF FEES:

The compensation for the scope of work described in Attachment A shall be at the rates shown in schedule of fees titled Exhibit C: Hourly Rates of Compensation, dated August 26, 2024 and Exhibit E: Fee Workup, dated September 27, 2024, and shall not exceed \$114,800.

Exhibit C
Hourly Rates of Compensation

Runway 12-30 Surface Treatment Project
August 26, 2024

The following hourly rates apply to this contract. Values indicated include direct salary / hourly compensation, overhead costs, and necessary tools, equipment, or technology necessary to perform work, unless otherwise identified.

<u>Position</u>	<u>Hourly Rate</u>
Principal-In-Charge.....	\$227.00
Licensed Land Surveyor	\$159.00
Registered Civil Engineer	\$165.00
Project Manager	\$141.00
Environmental Coordinator / CPESC	\$118.00
Engineer / Survey Technician III	\$127.00
Engineer / Survey Technician II	\$108.00
Engineer / Survey Technician I.....	\$84.00
Clerical	\$65.00
Professional Travel Time	\$98.00
Inspector: Day, Straight Time	\$154.00
Day, Overtime	\$180.00
Night, Straight Time	\$167.00
Night, Overtime.....	\$191.00
(Minimum night shift = 4 hours)	
Survey Party: One Man	\$223.00
Two Man	\$303.00

(Compensation to field surveyors performing construction staking and layout, and to construction inspectors, shall be in accordance with prevailing wage requirements.)

Direct expenses shall be reimbursed as follows:

Mileage	\$0.65 per mile
Per diem	\$195.00 per man-day
Reproduction, postage, express mail shipping, advertising	At Cost
Sub-consultant services.....	At Cost
Supplies including monuments and construction staking material.....	At Cost
Permit, plan check, and agency inspection fees.....	At Cost

Tartaglia Engineering DIR# 1000049201

Fee Schedule subject to change after May 31, 2025

Bishop Airport, Inyo County

Runway 12-30 Surface Treatment Project
Construction and Completion Phases

Tartaglia Engineering
Fee Work-Up

		Prin. In Charge	Land Survey.	Prof. C. Eng.	Tech. III	Tech. II	Tech. I	Clerical	Survey 1-Man	Inspector ST	Inspector OT	Light Crew	Prof. Travel	Mileage	Per-Diem	Total
Task	Description	\$227.00	\$159.00	\$165.00	\$127.00	\$108.00	\$84.00	\$65.00	\$223.00	\$154.00	\$180.00	\$155.00	\$98.00	\$0.65	\$195.00	
	Construction Phase															
A	Management of team & work	4.0						6.0								\$1,298.00
B	Pre-Construction Conference	1.0		6.0									11.0	580.0	1.0	\$2,867.00
C	Construction management	8.0		30.0	8.0	12.0		6.0								\$9,468.00
D	Construction observation			22.0	12.0			11.0		320.0	30.0		110.0	5800.0	50.0	\$84,849.00
E	Survey control		4.0		8.0			2.0								\$1,782.00
	Supplies, Postage															\$236.00
	Sub-Total, Construction Phase															\$100,500.00
	Completion Phase															
A	Management of team & work	2.0						2.0								\$584.00
B	Final pay quantities			2.0	2.0											\$584.00
C	As-built plans	2.0		6.0	8.0	12.0										\$3,756.00
D-E	Project closeout	4.0		8.0									11.0	580.0	1.0	\$3,878.00
F-G	Final Report	2.0		16.0	12.0			2.0								\$4,748.00
H	Final documentation															\$0.00
	Supplies, Postage															\$750.00
	Sub-Total, Completion Phase															\$14,300.00
	Total: Construction and Completion Phase Services															\$114,800.00
1	Task items line up, one for one, with tasks identified in the Scope of Services portion of Exhibit A.															
2	The first 60 minutes and 60 miles from Tartaglia office to destination airport are at no cost to airport, both ways.															
3	It is 350 miles from Grover Beach to Bishop Airport. Tartaglia will charge 290 miles, one-way.															
4	It is a 6 hour, 30-minute drive from Grover Beach to Bishop Airport. Tartaglia will charge 5.5 hours, one-way.															
5	Tartaglia does not mark-up third party invoicing, printing, shipping, supplies, etc.															
6	The Construction Phase is identified as 55 working days. Tartaglia will be on-site the entire time work is taking place. We feel confident we can service this project according to the following:															
	Full time shifts: 35 @ 8 hours each		Overtime: 15 days @ 2 hours each day				Part time shifts: 10 @ 4 hours each day									
	Travel to / from: 10 trips over / back. Includes Pre-Con and Final Inspection															

Exhibit E (Fee Work-Up)
September 27, 2024

ATTACHMENT C

**AGREEMENT BETWEEN COUNTY OF INYO
AND Tartaglia Engineering
FOR THE PROVISION OF Airport Engineering SERVICES**

TERM:

FROM: 11/5/2024 **TO:** 6/30/2026

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

Travel and Per Diem shall be paid at the rates described in Attachment B.

ATTACHMENT D

**AGREEMENT BETWEEN COUNTY OF INYO
AND Tartaglia Engineering**
FOR THE PROVISION OF Airport Engineering SERVICES

TERM:

FROM: 11/5/2024 **TO: 6/30/2026**

SEE ATTACHED INSURANCE PROVISIONS

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

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering any auto (Code 1), or if Consultant has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with **Statutory Limits**, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability** (Errors and Omissions): Insurance appropriate to the Consultant's profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.

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

OTHER INSURANCE PROVISIONS

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

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

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

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

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

Umbrella or Excess Policy: The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

Waiver of Subrogation: Contractor hereby grants to Inyo County a waiver of any right to subrogation which any insurer of said Contractor may acquire against Inyo County by virtue of the payment of any loss under such insurance. The contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Inyo County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions: Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County. The CGL and Professional Liability policies must provide that defense costs, including ALAE, will satisfy the SIR or deductible.

Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Inyo County.

Claims Made Policies: If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage: Contractor shall furnish Inyo County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements and copies of all Declarations and Endorsements pages are to be received and approved by Inyo County before work commences.** However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

ATTACHMENT E

**AGREEMENT BETWEEN COUNTY OF INYO
AND Tartaglia Engineering
FOR THE PROVISION OF Airport Engineering SERVICES**

**CONTRACT PROVISION GUIDELINES FOR OBLIGATED SPONSORS AND
AIRPORT IMPROVEMENT PROGRAM PROJECTS**

SEE ATTACHED FEDERAL CONTRACT PROVISIONS



TABLE OF CONTENTS

Access to Records and Reports	2
Breach of Contract Terms	2
Civil Rights – General Provisions	2
Civil Rights: Title VI List of Pertinent Nondiscrimination Acts and Authorities.....	3
Civil Rights: Consultant Compliance with Nondiscrimination Requirements	4
Clean Air and Water Pollution Control	5
Contract Workhours and Safety Standards Act Requirements	5
Copeland “Anti-Kickback” Act	6
Davis-Bacon Requirements	6
Debarment and Suspension	12
Certification of Offeror / Bidder Regarding Debarment	12
Certification of Lower Tier Contractors Regarding Debarment	12
Disadvantaged Business Enterprise	12
Distracted Driving: Text When Driving.....	14
Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment	14
Equal Employment Opportunity	14
Federal Fair Labor Standards Act (Federal Minimum Wage).....	16
Certification Regarding Lobbying.....	16
Prohibition of Segregated Facilities	17
Occupational Safety and Health Act of 1970	17
Rights to Inventions	17
Seismic Safety	18
Certification of offeror / Bidder Regarding Tax Delinquency and Felony Convictions	18
Termination for Convenience (Professional Services)	19
Termination for Cause (Professional Services)	19
Trade Restriction Certification	20
Veteran’s Preference	21
Certification Regarding Domestic Preferences for Procurements.....	22



Access to Records and Reports

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

Breach of Contract Terms

Any violation or breach of terms of this contract on the part of the Consultant or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

Civil Rights – General Provisions

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.



Civil Rights: Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, *et seq.*).



Civil Rights: Consultant Compliance with Nondiscrimination Requirements

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such



provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Clean Air and Water Pollution Control

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed \$150,000.

Contract Workhours and Safety Standards Act Requirements

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the



same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

Copeland “Anti-Kickback” Act

Contractor must comply with the requirements of the Copeland “Anti-Kickback” Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

Davis-Bacon Requirements

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer’s payroll records accurately set forth the



time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act



have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding. The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is



responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;
- (2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

4. Apprentices and Trainees.



(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid



not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR §§ 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR § 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR § 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).



- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC § 1001.

Debarment and Suspension

CERTIFICATION OF OFFEROR / BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

Disadvantaged Business Enterprise

(49 CFR § 26.13) The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;



- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

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

Termination of DBE Subcontracts (49 CFR § 26.53(f); acceptable/sample text provided) –

The prime contractor must not terminate a DBE subcontractor listed in response to the Request for Proposal or Request for Qualification (or an approved substitute DBE firm) without prior written consent of Inyo County. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

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

Inyo County may provide such written consent only if Inyo County agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to Inyo County its request to terminate and/or substitute a DBE the prime contractor must give notice in writing to the DBE subcontractor, with a copy to Inyo County, of its intent to request to terminate and/or substitute, and the reason for the request.

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

In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.



Distracted Driving: Text When Driving

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not



apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.



Federal Fair Labor Standards Act (Federal Minimum Wage)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from requirement directly with the U.S. Department of Labor – Wage and Hour Division.

Professional Services – 29 CFR § 213 exempts employees in a bona fide executive, administrative or professional capacity. Because professional firms employ individuals that are not covered by this exemption, the Sponsor's agreement with a professional services firm must include the FLSA provision

Certification Regarding Lobbying

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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



Prohibition of Segregated Facilities

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

Occupational Safety and Health Act of 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

Rights to Inventions

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.



Seismic Safety

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

Certification of offeror / Bidder Regarding Tax Delinquency and Felony Convictions

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is (☐) is not (☐) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is (☐) is not (☐) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.



Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Termination for Convenience (Professional Services)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Termination for Cause (Professional Services)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner:** The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by Owner approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project; or
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs,



estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

- b) **Termination by Consultant:** The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:
1. Defaults on its obligations under this Agreement;
 2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
 3. Suspends the project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Trade Restriction Certification

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and



- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

Veteran's Preference

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.



Certification Regarding Domestic Preferences for Procurements

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

AMENDMENT NO. 1
To
Agreement Between COUNTY OF INYO and
TARTAGLIA ENGINEERING, INC
For
Airport Engineering Services

ROTATING BEACON REPLACEMENT PROJECT

WHEREAS, the County of Inyo (hereinafter referred to as “County”) and Tartaglia Engineering, Inc. (hereinafter referred to as “Consultant”), have entered into an Agreement for the provision of airport engineering services dated November 5, 2024, on County of Inyo Standard Contract No. 161, for the term of November 5, 2024 to June 30, 2026.

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

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

County and Consultant hereby amend such Agreement as follows:

1. Section 3D, Limit upon amount payable under Agreement. The first sentence is revised as follows:
“The total sum of all payments made by the County to Consultant for services and work performed under this Agreement shall not exceed two hundred and five thousand, two hundred and forty three dollars (\$205,243.00) (hereinafter referred to as “Contract limit”).
2. Attachment A to the Contract, Scope of Work, shall be revised to include the additional tasks required for the Rotating Beacon Replacement Project as described Attachment A-1 to the Contract.
3. The Consultant’s fee for the scope of work described in Attachment A-1 to the Contract shall not exceed \$90,443.00.

The effective date of this amendment to the Agreement is 1/22/25.

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

AMENDMENT NO. 1
To
Agreement Between COUNTY OF INYO and
TARTAGLIA ENGINEERING, INC
For
Airport Engineering Services

ROTATING BEACON REPLACEMENT PROJECT

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
____ DAY OF _____, 2025.

COUNTY OF INYO

CONSULTANT: TARTAGLIA ENGINEERING

By: _____

By: John Smith _____

Dated: _____

Dated: 02/07/2025 _____

APPROVED AS TO FORM AND
LEGALITY:

Grace Weitz
Grace Weitz (Feb 10, 2025 15:55 PST)

County Counsel

APPROVED AS TO ACCOUNTING
FORM:

Heather Williams

County Auditor

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
TARTAGLIA ENGINEERING, INC
FOR THE PROVISION OF AIRPORT ENGINEERING SERVICES**

TERM:

FROM: November 5, 2024 **TO:** June 30, 2026

SCOPE OF WORK

The scope of work described in the original Contract, dated November 5, 2024, is revised to include Preliminary, Design, Bidding, Construction & Completion services of the Rotating Beacon Replacement Project at the Bishop Airport, as further described in the attached *Exhibit A*, dated February 7, 2025 from Tartaglia Engineering.

SCOPE OF THE PROJECT

Airport rotating beacons are intended to guide pilots to airports and airfields at night or under inclement weather conditions, or to serve as waypoints or markers for other landmarks. A reliable beacon is essential for standard airport operations. In general, the FAA offers multiple standards and several variants for rotating beacons, focused on flash rate and duration, signal format (pattern), and intensity. Additionally, a built-in heater is an option for winter weather locations, assuring dependable operating capabilities from -22 degrees F to -67 degrees F.

Bishop Airport, a Part 139 certificated airfield, should have an FAA-standard, L-802A, high intensity unit. The beacon should spin at 12 rpm and operate in a white-green pattern with 24 flashes per minute. The 36" diameter bullseye beacon currently at the airport sits atop a free-standing, four-legged, tapered, military-style tower. The unit weighs about 450 pounds and consumes 635 watts of electricity (1035 watts if equipped with the winter package).

The goal of the beacon replacement project is to remove and replace the existing rotating unit with a new, energy-efficient, LED beacon, to be installed atop the existing tower, if possible. The LED model, L-802A units weigh about 77 pounds and consume 195 watts of electricity (595 watts with the winter package). With a 50,000-hour lamp life, compared to the 20,000-lamp life of the existing unit, the new beacon will operate 2.5 times longer than the current unit, providing safe, energy efficient operations for years.

Bishop Airport experienced an electrical facilities upgrade effort in the recent past. The electrical vault, providing breaker-service to the beacon, is within 50-feet of the tower. The facilities are in great shape. The project does not include any upgrades to the electrical service, to the photo cell controller, and to the obstruction lighting. In addition, there are no planned upgrades or modifications to the in-place access safety system (guy cable and harness).

Individual Task Items

1. Remove existing beacon from its mounting plates. Salvage to the airport.
2. Purchase new high-intensity, LED beacon. Install the new unit on the existing mount.
3. Install new photo-cell circuit controller.
4. Install a ladder security guard.
5. Install bollards around the tower perimeter.

The plan is to prepare contract documents for replacement of the beacon during the February – April 2025 period, being ready for bidding and construction in May 2025.

SCOPE OF SERVICES: Preliminary, Design, Bidding, Construction & Completion Phases

Services to be provided by Tartaglia Engineering may include, but not necessarily be limited to, the following:

Preliminary Engineering Phase

- A. Provide project management, communication, invoicing, and overall coordination of Tartaglia Engineering through the work of this phase.
- B. Attend and provide active participation at a Project Kick-off meeting.
 - Establish goals and objectives for the work.
 - Identify all deliverables.
 - Establish timeline for project milestones.
 - Perform an inspection of the beacon, beacon tower, electrical service panel, and any other elements or site features that may be of concern during design.
 - Confirm our understanding of County bidding procedures.
 - Identify the need, if any, for construction permits.
 - Identify all environmental constraints and issues.
 - Discuss project support elements:
 - Contractor yard.
 - Source of construction water (not required).
 - No Contractor security requirements as 100% of the effort is outside the secured Airport Operations Area (AOA).
 - Provide minutes from the kick-off meeting.
- C. Inventory of existing facilities and conditions, including a review of all County-provided files, reports, and plans. Become familiar and gain a working knowledge of existing facilities and design constraints.
- D. Prepare a preliminary design of the proposed project to 30%, summary of project approach (construction), proposed sequencing, and preliminary construction cost estimate.
- E. The following deliverables are due during and before the conclusion of the Preliminary Phase:
 - Draft plan set.
 - Preliminary construction cost estimate.

Design Phase

- A. Provide project management, communication, invoicing, and overall coordination of Tartaglia Engineering through the work of this phase.
- B. Prepare engineering design of project improvements, to include the following, at a minimum (limited plan set – 8½” x 11” exhibits, to be included in the Specification Booklet):
 - Cover sheet with project description, sheet schedule and approval blocks.
 - Project Layout Plan identifying project elements relative to overall airport facilities.

- Improvement Site Plan.
- Detail sheet: bollards, ladder cover.

Present plans to the County at 90%, and 100% (bid-ready) stages of completion.

C. Prepare specifications and contract documents to include the following, at a minimum:

- Notice Inviting Sealed Bids.
- Bid Proposal.
- Contract.
- General Provisions.
- Special Provisions.
- Technical Specifications.
- Federal Assurances.
- Environmental documents that apply to this effort / site.

Tartaglia will assist the County in preparing the specification booklets that will include County-provided materials including County standard boiler plate specifications and contract. Present specification outline to the County with the 60% complete plan submission. Present draft specifications with the 90% plan submission, and complete documents with the bid-ready plans.

D. Prepare a Construction Safety Phasing Plan (CSPP). Submit the draft with the 60% complete plan-set. Revise the document based on comments received. Review with County, provide an electronic file copy to the FAA Program Manager, and upload to the FAA through the 7460-1 Notice of Proposed Construction or Alteration portal (Yes – we should prepare one. It will be very streamlined.)

E. Prepare an Engineer's Design Report that summarizes the following, at a minimum:

- Scope of work.
- Construction approach.
- Proposed sequencing of activities and duration of construction.
- Availability of construction materials.
- Project packaging and bidding.
- Reference to and identification of FAA technical specifications, orders, and advisory circulars used in the preparation of the design.
- Construction cost estimate reflective of the completed construction documents.

F. Coordinate and provide assistance in securing FAA review and approval of the design.

G. Perform all final revisions to plans and specifications based on input and review by the County, FAA, and any other agency or entity that has an interest and has provided review comments to the documents. and FAA.

H. The following deliverables are due during and before the conclusion of the Design Phase:

- Electronic file copy of the approved plans.
- Electronic file copy of the approved specifications (if the final version is from Tartaglia).
- Separate electronic file copy of the CSPP.
- Electronic file copy of the Engineer's Design Report.

Bidding Phase

- A. Provide project management, communication, invoicing, and overall coordination of Tartaglia Engineering through the work of this phase. The project will enter the public bidding phase once authorized to do so by the FAA.
- B. Proceed through the Public Bidding Process in accordance with County standard protocol. Provide Notice Inviting Sealed Bids to the County in electronic file format for publication, for placement on the County web site, and for distribution to local and national plan rooms and bidding services.
- C. In accordance with County standard procedures, provide plans and specifications in paper and/or electronic file format as directed to interested contractors and to local and national plan rooms and bidding services.
- D. Arrange, chair, and prepare minutes for a Pre-Bid Job Walk / Conference.
- E. Be available to answer contractor questions throughout the Bidding Phase, providing timely, unbiased, and thorough responses. Document all questions and responses. Prepare and distribute addenda if necessary.
- F. Attend and participate in the Bid Opening. Receive copy of bids for our use and file. Prepare a detailed bid spreadsheet summary, identifying all line-item pricing, total pricing, and bid totals, as well as any math discrepancies. Identify all subcontractors.
- G. Perform a review of bids received including proper registration with the Department of Industrial Relations (DIR) and state licensing, and proposed DBE participation and good-faith efforts.
- H. Prepare a letter summary of the bids, bid process, and conclude with a recommendation for award of contract.
- I. The following deliverables are due during and before the conclusion of the Bidding Phase:
 - Pre-Bid Conference agenda.
 - Addenda as necessary.
 - Excel file copy of detailed line-item bid summary of all bids received.
 - Letter summary of bid process, review of bids received, and recommendation for award.

Construction Phase

- A. Provide project management, communication, invoicing, and overall coordination of Tartaglia Engineering and associated subconsultants through the work of this phase.
- B. Schedule, chair, and take minutes at a Pre-Construction Conference:
 - Phasing and sequencing. Beacon dark period, if any.
 - The Construction Safety and Phasing Plan (CSPP).
 - Include general discussion about scope, phasing and sequencing.
 - Include a detailed discussion about mechanics of project completion.

- Review contractor submittals, pay requests, RFI process, contractor provided schedules and the need for an approved base-line schedule.
 - Establish day / time for weekly progress meetings.
- C. Construction contract management:
- Active communication between all parties of interest including the County and contractor. Provide project updates and advance scheduling information in a format suitable for County dissemination to interested parties.
 - Support the County in securing DIR registration for the project and in assuring contractor responsibilities for DIR registration and upload of payroll statements.
 - Construction site environmental management.
 - Actively manage, respond to, and document through log record all Requests for Information (RFI's), and other contractor-initiated communication, along with official responses.
 - Material submittal review and processing.
 - Monitoring of contractor progress relative to the contract time for performance and contractor-provided, engineer-approved base line schedule.
 - Attendance at periodic construction progress meetings. Generate progressive meeting minutes.
 - Manage issues during construction as they develop. Render opinion regarding contract obligation, additional work based on unforeseen conditions or circumstances, County-initiated modification or change, etc. Prepare and issue Requests for Proposals (RFP's), receive and negotiate cost proposals, prepare Change Orders, and gain County and FAA approval of same.
 - Review and approval of contractor periodic progress payments.
 - Receive, document, and verify DBE levels of participation.
 - Participate in Preliminary Final and Final Inspections. Prepare and distribute Punch List.
 - Prepare final correspondence to the Airport for acceptance of work. Prepare and submit Notice of Project Final Acceptance.
- D. Construction observation:
- Active inspection of all contractor operations.
 - Field engineering and interpretation of plan and specification, as necessary, to confirm intent and eliminate any perceived ambiguity.
 - Engaging dialog with the contractor through 'look-ahead' tailgate meetings:
 - Issues and opportunities.
 - Phasing and sequencing.
 - Identify expectations for performance.
 - Daily inspection reports to include the following, at a minimum:
 - Day, date, and contract day.
 - Weather and working conditions.
 - Men and equipment.
 - Work accomplished.
 - Materials delivered.
 - Materials testing.
 - Site inspection for compliance with CSPP. Provide input regarding any necessary modifications to the plan.
 - Photo documentation of all activities.

- Review contractor-prepared “As-Built” marked up drawings.
- Determine periodic pay and final pay quantities.
- Participate in preliminary and final inspections, with input to the Punch List.

Completion Phase

- A. Provide project management, communication, invoicing, and overall coordination of Tartaglia Engineering and associated subconsultants through the work of this phase.
- B. Establish final pay quantities and final compensation to contractor. Prepare Balancing Change Order.
- C. Receive the contractor-prepared, marked-up as built plans. With RPR input, revise electronic file version of the project plans to reflect the completed project.
- D. Assure complete contractor vacation of the airport and yard, returning all security badges, removal of any contractor locks, removal of all excess materials and disposal facilities for solid and sanitary waste, etc.
- E. Confirm receipt of all close-out submittals.
- F. Prepare a Final Engineer’s Report documenting the project from start to successful completion, including photo documentation and all materials testing results.
- G. Prepare a Construction Project Final Acceptance form (5100-129) and provide to the County for signature and processing to the FAA.
- H. Provide final accounting documentation for the contractor and professional support team. Provide documentation to County in support of either a grant amendment or de-obligation of unused grant funds.
- I. The following deliverables are due at the conclusion of the Completion Phase:
 - Final Engineer’s Report.
 - Project accounting, including final contractor pay quantities and balancing change order.
 - Project photos.
 - As-Built plans.
 - Material submittals.
 - Results of all payroll interviews.
 - Documentation regarding final pay to all DBE’s.
 - Close-out submittals.
 - Tartaglia Engineering letter certifying the project as complete and in support of grant closure.

The following deliverables to be provided by the RPR, under separate agreement:

- Daily construction inspection reports.
- Weekly progress reports with photos.

PROFESSIONAL REPRESENTATION / CONTROL

The work of this contract will be performed under the control, oversight, and at the direction of John A. Smith. Mr. Smith is a California registered civil engineer (RCE 46852). Mr. Smith will provide engineering stamp approvals for plans, specifications, and reports.

TIME FOR PERFORMANCE

Tartaglia Engineering will be prepared to direct professional services to this project within the next four weeks. Once engaged, we will remain focused on this effort through the Preliminary, and Design Phases. Our team will then stand by for instructions to proceed with public bidding, direction to be provided by the County of Inyo and the FAA.

Preliminary Phase:

Services to begin within four weeks of February 1, 2025, and conclude within 30 calendar days.

Design Phase:

The Team will start Design Phase services either concurrent with Preliminary Phase efforts, or shortly thereafter, based on instructions to proceed. The design package and all supporting efforts will be complete within 60 calendar days.

Bidding Phase:

The Tartaglia Team will initiate Bidding Phase services based on instructions to do-so. The effort will be in accordance with standard public works bidding procedures.

Construction Phase:

At present, it is presumed the Construction Phase will extend 15 working days (3 weeks). The goal would be to issue an Administrative Notice To Proceed, allowing the Contractor to prepare and receive approval of submittals, and to order and receive materials and equipment. In doing so, this should limit his time in the field.

Completion Phase:

Tartaglia Engineering will complete tasks included in the Completion Phase within 60 calendar-days of final construction acceptance.

CONSULTING TEAM

Tartaglia Engineering staff will be performing the work of this contract.

ADDITIONAL SERVICES

While not currently anticipated, from time to time the need for additional services develops during the Construction Phase of improvement projects, either through minor project expansions, the identification of information or conditions previously not known, or through common sense association with the scope of project work related to phasing, controlled access, or economic advantage due to economic advantages of scale. Tartaglia Engineering is available to provide additional services as needed, at the request of the County. Additional services can be provided on a Time and Materials (T&M) basis, at rates identified on the Tartaglia Engineering Fee Schedule, or additional services can be procured through fee estimates based on County-prepared scope of work summaries.

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
TARTAGLIA ENGINEERING, INC
FOR THE PROVISION OF AIRPORT ENGINEERING SERVICES**

TERM:

FROM: November 5, 2024 **TO:** June 30, 2026

SCHEDULE OF FEES

The compensation for the scope of work described in Attachment A-1 shall be at the rates shown in schedule of fees titled Exhibit C: Hourly Rates of Compensation, dated February 7, 2025 and shall not exceed \$90,443.

Exhibit C
Hourly Rates of Compensation

Rotating Beacon Replacement Project
February 7, 2025

The following hourly rates apply to this contract. Values indicated include direct salary / hourly compensation, overhead costs, and necessary tools, equipment, or technology necessary to perform work, unless otherwise identified.

<u>Position</u>	<u>Hourly Rate</u>
Principal-In-Charge.....	\$227.00
Licensed Land Surveyor	\$159.00
Registered Civil Engineer	\$165.00
Project Manager	\$141.00
Environmental Coordinator / CPESC	\$118.00
Engineer / Survey Technician III	\$127.00
Engineer / Survey Technician II	\$108.00
Engineer / Survey Technician I.....	\$84.00
Clerical.....	\$65.00
Professional Travel Time.....	\$98.00
Inspector:	
Day, Straight Time	\$154.00
Day, Overtime	\$180.00
Night, Straight Time	\$167.00
Night, Overtime.....	\$191.00
(Minimum night shift = 4 hours)	
Survey Party:	
One Man.....	\$223.00
Two Man	\$303.00

(Compensation to field surveyors performing construction staking and layout, and to construction inspectors, shall be in accordance with prevailing wage requirements.)

Direct expenses shall be reimbursed as follows:

Mileage	\$0.65 per mile
Per diem	\$195.00 per man-day
Reproduction, postage, express mail shipping, advertising.....	At Cost
Sub-consultant services.....	At Cost
Supplies including monuments and construction staking material.....	At Cost
Permit, plan check, and agency inspection fees.....	At Cost

Tartaglia Engineering DIR# 1000049201

Fee Schedule subject to change after August 31, 2025

Bishop Airport, Inyo County

Rotating Beacon Replacement Project
Preliminary, Design, Bidding, Construction, Completion Phases

Tartaglia Engineering
Fee Work-Up

		Prin. In Charge	Land Survey.	Prof. C. Eng.	Tech. III	Tech. II	Tech. I	Clerical	Survey I-Man	Inspector ST	Inspector OT	Light Crew	Prof. Travel	Mileage	Per-Diem	Total
Task	Description	\$227.00	\$159.00	\$165.00	\$127.00	\$108.00	\$84.00	\$65.00	\$223.00	\$154.00	\$180.00	\$155.00	\$98.00	\$0.65	\$195.00	
	Preliminary Phase															
A	Management of team & work	2.0						1.0								\$519.00
B	Kick-off meeting & site inspect.			8.0									11.0	580.0		\$2,775.00
C	Inventory & review materials			2.0		2.0										\$546.00
D	Prelim. design & summary	6.0		12.0	8.0	12.0		4.0								\$5,914.00
	Supplies, Postage															\$356.00
	Sub-Total, Preliminay Phase															\$10,110.00
	Design Phase															
A	Management of team & work	4.0						2.0								\$1,038.00
B	Prepare plans	2.0		4.0	8.0		18.0	2.0								\$3,772.00
C	Prepare specs. / contract docs.	4.0		16.0	8.0			2.0								\$4,694.00
D	Prepare CSPP & process	4.0		10.0	12.0	9.0	8.0									\$5,726.00
E	Engineer's Design Report	4.0		12.0	4.0			2.0								\$3,526.00
F	Coord. FAA review / approval	2.0		2.0				1.0								\$849.00
G	Perform all revisions.	2.0		4.0	8.0											\$2,130.00
	Supplies, Postage															\$192.00
	Sub-Total, Design Phase															\$21,927.00
	Bidding Phase															
A	Management of team and work	2.0						1.0								\$519.00
B	Provide Notice Inviting Bids			1.0				1.0								\$230.00
C	Distribute documents			1.0				3.0								\$360.00
D	Pre-Bid Job Walk			4.0									11.0	580.0		\$2,115.00
E	Answer questions. Addenda.	2.0		4.0		4.0		2.0								\$1,676.00
F	Review bids. Prepare summary.	4.0		8.0												\$2,228.00
G	License, DIR, DBE review	2.0		6.0				3.0								\$1,639.00
H	Letter summary & recommend.	3.0						2.0								\$811.00
	Supplies, Postage															\$122.00
	Sub-Total, Bidding Phase															\$9,700.00

Bishop Airport, Inyo County

Rotating Beacon Replacement Project
Preliminary, Design, Bidding, Construction, Completion Phases

Tartaglia Engineering
Fee Work-Up

		Prin. In Charge	Land Survey.	Prof. C. Eng.	Tech. III	Tech. II	Tech. I	Clerical	Survey I-Man	Inspector ST	Inspector OT	Light Crew	Prof. Travel	Mileage	Per-Diem	Total
Task	Description	\$227.00	\$159.00	\$165.00	\$127.00	\$108.00	\$84.00	\$65.00	\$223.00	\$154.00	\$180.00	\$155.00	\$98.00	\$0.65	\$195.00	
	Construction Phase															
A	Management of team & work	1.0						4.0								\$487.00
B	Pre-Construction Conference			4.0									11.0	580.0	1.0	\$2,310.00
C	Construction management	2.0		12.0	8.0			2.0								\$3,580.00
D	Construction observation			16.0	6.0			2.0		120.0	0.0		55.0	2900.0	15.0	\$32,212.00
	Supplies, Postage															\$217.00
	Sub-Total, Construction Phase															\$38,806.00
	Completion Phase															
A	Management of team & work	2.0						2.0								\$584.00
B	Final pay quantities			2.0	2.0											\$584.00
C	As-built plans	2.0		2.0	4.0	12.0										\$2,588.00
D-E	Project closeout			4.0									11.0	580.0	1.0	\$2,310.00
F-G	Final Report	2.0		6.0	6.0			2.0								\$2,336.00
H	Final documentation	2.0		4.0				2.0								\$1,244.00
	Supplies, Postage															\$254.00
	Sub-Total, Completion Phase															\$9,900.00
	Total: Preliminary, Design, Bidding, Construction and Completion Phase Services															\$90,443.00
1	Task items line up, one for one, with tasks identified in the Scope of Services portion of Exhibit A.															
2	The first 60 minutes and 60 miles from Tartaglia office to destination airport are at no cost to airport, both ways.															
3	It is 350 miles from Grover Beach to Bishop Airport. Tartaglia will charge 290 miles, one-way.															
4	It is a 6 hour, 30-minute drive from Grover Beach to Bishop Airport. Tartaglia will charge 5.5 hours, one-way.															
5	Tartaglia does not mark-up third party invoicing, printing, shipping, supplies, etc.															
6	The Construction Phase is identified as 15 working days. Tartaglia will be on-site the entire time work is taking place. We feel confident we can service this project according to the following:															
	Full time shifts: 15 @ 8 hours each		Overtime: none					Part time shifts: none								
	Travel to / from: 5 trips over / back. Includes Pre-Con and Final Inspection															

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
TARTAGLIA ENGINEERING, INC
FOR THE PROVISION OF AIRPORT ENGINEERING SERVICES**

TERM:

FROM: November 5, 2024 **TO:** June 30, 2026

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

Travel and Per Diem shall be paid at the rates described in Attachment B-1.



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

February 25, 2025

Reference ID:
2025-94

Amendment No. 5 to the Agreement with Lochner for Airport Engineering Services at the Independence Airport 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) Approve the letter titled, "Land Lease Status for the Independence Airport and Lone Pine/Death Valley Airport," and authorize the Chairperson to sign; and
B) Ratify and approve Amendment No. 5 to the agreement between the County of Inyo and Lochner of Chicago, IL, increasing the contract to an amount not to exceed \$714,252, contingent on the approval of the Mid-Year Budget Review, and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

On November 1, 2022, the Board approved a five-year agreement with Armstrong Consultants, Inc for On-call Airport Engineering, Architecture, and Planning Services. Shortly after that contract was approved, Armstrong was acquired by H.W. Lochner, Inc, and in the fall of 2024, the Armstrong brand was retired. Amendment No. 3 to this agreement acknowledged that the agreement between Armstrong Consultants, Inc. and Inyo County was formally assigned to H.W. Lochner, Inc.

This amendment adds the scope of work for the design and bidding services for the Runway 14-32 Rehabilitation Project at the Independence Airport. The Independence Airport is included in the Federal Aviation Administration's (FAA) National Plan of Integrated Airport Systems as an *Unclassified Airport*, due to limited activity and proximity to the Lone Pine/Death Valley Airport. Unclassified Airports do not receive non-primary entitlement funds -- the guaranteed \$150,000 per year to carry out improvement projects -- and are only eligible for runway rehabilitation projects every 10 years, a one-time obstruction removal, or runway maintenance projects. The last FAA funded project at the airport was a runway resurfacing project in 2015.

In 2021, at the encouragement of the FAA, Inyo County programmed a rehabilitation project for the Independence Airport for 2025. At the time, the airport was not eligible to receive federal grants due to the expired lease with the Los Angeles Department of Water and Power (LADWP), which covers the northern third of the runway (the remainder of the airport is within a 1928 easement granted to the County by LADWP). When the FAA informed the County last fall that there were funds programmed for this project, the state of the lease renewal was discussed at length. Because the new lease had already

been drafted, LADWP agreed to move forward with the Independence and Lone Pine airport leases as a standalone package, in an attempt to meet the grant timeline. By January, it was clear that the leases would not be signed in time for the FAA to issue a grant this year. Instead, LADWP drafted a letter for the County to submit to the FAA, stating their intention to eventually grant the County an easement for the northern third of the airfield, and to provide a new 30-year lease in the interim. The FAA considered this letter, and requested that the County prepare a letter, acknowledging that, if a grant was issued for the Independence Airport this year, and LADWP removed access to the leased lands within the useful life of the project, the County would be required to repay the grant funding.

A Notice of Exemption has been filed for this project pursuant to the California Environmental Quality Act.

FISCAL IMPACT:

Funding Source	Grant Funded - FAA	Budget Unit	150402
Budgeted?	Included in Mid-Year	Object Code	5700
Recurrence	One-Time Expenditure	Sole Source?	No

If Sole Source, provide justification below

Current Fiscal Year Impact

Amendment #5 will increase the not-to-exceed by \$254,740 for a total contract of \$714,252. All expenses from this amendment are anticipated to be incurred this fiscal year.

Future Fiscal Year Impacts

Future impacts associated with this project, but not this amendment, include a construction contract and an amendment for construction inspection services.

Additional Information

This project will be funded by the Federal Aviation Administration's (FAA) Airport Improvement Program, with the forthcoming grant funding 95% of the project costs, a grant from the Caltrans Division of Aeronautics will fund 4.75% of the project costs, and the County will be responsible for the remaining 0.25%. If bids are higher than the available federal funding, the County could be responsible for a larger portion of the project costs. If the project does not move forward to construction in Federal Fiscal Year 2025, either due to construction bids that far exceed the level of funding, or due to project delays, then the design expense would not be eligible for reimbursement at this time. If the project is not able to move forward in this grant cycle, it will be programmed for a future year and the design costs would be eligible for reimbursement in the future grant. Operating transfer from the Geothermal Fund and the Independence Airport fund balance have been budgeted to cover this amendment, due to some level of uncertainty with the grant funding. If the federal and state grants are received, the operating transfers would not occur.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve the letter to the FAA regarding the Independence Airport lease, this is not recommended if the Board supports moving forward with the runway rehabilitation project. The current federal funding is available only this year, and the new lease will not be executed in the timeframe necessary to complete the design and obtain construction bids. The Board could instruct staff not to pursue the runway rehabilitation project this year, and request federal funding for the project in the future. This future funding is not guaranteed, and would likely need to be programmed in 2029 or later. The current condition of the pavement may require the County to close the runway prior to 2029.

This item is before the Board as a ratification because the initial surveying and geotechnical investigation had to move forward prior to this Board meeting in order to meet the grant timeline. This scope has been conducted by two subconsultants to Lochner. If the Board determines the project is not supported at this

time, the Independence Airport fund balances are adequate to cover these expenses, and the data received would be used to support a future runway rehabilitation project.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Federal Aviation Administration; Caltrans Division of Aeronautics; Los Angeles Department of Water and Power

STRATEGIC PLAN ALIGNMENT:

High Quality Services | Improved County Facilities

APPROVALS:

Ashley Helms	Created/Initiated - 2/7/2025
Darcy Israel	Approved - 2/11/2025
Ashley Helms	Approved - 2/14/2025
Denelle Carrington	Approved - 2/18/2025
Grace Weitz	Approved - 2/18/2025
John Vallejo	Approved - 2/18/2025
Keri Oney	Approved - 2/18/2025
Amy Shepherd	Approved - 2/18/2025
Michael Errante	Approved - 2/18/2025
Nate Greenberg	Final Approval - 2/18/2025

ATTACHMENTS:

1. Land Lease Status letter to FAA
2. Lochner Amendment 5
3. Lochner Amendment 4
4. Lochner Amendment 3
5. Armstrong Amendment 2
6. Armstrong Amendment 1
7. Armstrong_Airport Consultant Contract - executed



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD



February 25, 2025

Cathryn Cason
Manager
Los Angeles Airports District Office
Federal Aviation Administration

Subject: Land Lease Status for the Independence Airport and Lone Pine/Death Valley Airport

Dear Ms. Cason,

Three airports operated by Inyo County are located on land owned by the City of Los Angeles. In 1928, the City granted the County a perpetual airport easement for the Bishop, Independence, and Lone Pine/Death Valley airports. Each airport has expanded beyond its original easement, now comprising a mix of easement and leased land. The leases, managed by the Los Angeles Department of Water and Power (LADWP), have either expired (for Bishop and Independence airports) or are close to expiring (for Lone Pine/Death Valley Airport).

In 2010, the City granted a new easement for Bishop Airport that included the expanded airfield. LADWP plans to issue similar easements for the leased land at the other two airports. While this process is underway, LADWP has drafted 30-year leases for each airport. The execution date for these leases is currently unknown.

The County intends to pursue airport improvement projects at Independence and Lone Pine/Death Valley airports this federal fiscal year, requiring federal grant funding to support these projects. The County acknowledges that any grants received would need to be repaid if the airports were to close due to land tenure issues within the useful life of the project, as outlined in Table 3-7 of the AIP Handbook.

The planned projects include:

Project	Airport	Minimum Useful Life	Federal Grant Year
Runway 14-32 Runway Rehabilitation Project	Independence Airport	10 years	2025
Runway Lighting Upgrades (Phase II)	Lone Pine/Death Valley Airport	10 years	2025
Taxiway B Rehabilitation	Lone Pine/Death Valley Airport	10 years	2026

The County is confident that each airport will continue to operate on the leased land, and desires to continue with the projects as planned in the County's Airport Capital Improvement Plan.

Thank you,

Chairperson Scott Marcellin,
Inyo County Board of Supervisors

Attachments: Letters from LADWP



BUILDING A STRONGER L.A.

January 21, 2025

Karen Bass, Mayor

Board of Commissioners

Richard Katz, President

George S. McGraw, Vice President

Nurit D. Katz

Mia Lehrer

Wilma J. Pinder

Chante L. Mitchell, Secretary

Janisse Quiñones, Chief Executive Officer and Chief Engineer

Mr. Nate Greenberg, County Administrator
County of Inyo
168 N. Edwards St.
Independence, CA 93526

Dear Mr. Greenberg:

Subject: Inyo County Application for Grant Funding from Federal Aviation Administration for the Independence Airport.

The City of Los Angeles (City) is the Owner of the real estate property described as the Independence Airport, located at 770 N. Edwards Street, in Independence, CA 93526 (portions of APN 022-130-25 and 022-130-24). The Department of Water and Power (LADWP) controls and manages this property on behalf of the City.

Inyo County (County) has operated the Independence Airport on City land since 1928 when the City granted an easement to the County for the operation of an airport on a portion of APN 022-130-27. The County has the right to use this property for an airport in perpetuity. In 1978, the County requested an extension of the airport which was granted by lease agreement (BL-1459) on a portion of APN 022-130-24 and 022-130-25. The last lease agreement was entered into on January 1, 2006, for a term of ten (10) years which expired on December 31, 2015. For the past nine (9) years, the County has continued to control the premises as a tenant in good standing on a year-to-year basis.

The purpose of this letter is to convey LADWP's intention to recommend that the Los Angeles City Council approve an easement over the leased premises. In the meantime, LADWP is currently working to issue a new 30-year lease agreement for approval by the Board of Water and Power Commissioners. The new lease agreement will allow the County long-term control of the airport premises and long-term land tenure for the purpose of obtaining grant funding.

If you have questions regarding this matter please contact Ms. Elsa Jimenez, Property Manager at (760) 873-0201 or by email at elsa.jimenez@ladwp.com

Sincerely,

Adam Perez
Manager of Aqueduct

EJ:fj
c: Ms. Elsa Jimenez



BUILDING A STRONGER L.A.

Karen Bass, Mayor

Board of Commissioners

Richard Katz, President

George S. McGraw, Vice President

Nurit D. Katz

Mia Lehrer

Wilma J. Pinder

Chante L. Mitchell, Secretary

Janisse Quiñones, Chief Executive Officer and Chief Engineer

February 14, 2025

Mr. Nate Greenberg, County Administrator
County of Inyo
168 N. Edwards St.
Independence, CA 93526

Dear Mr. Greenberg:

Subject: Inyo County Application for Grant Funding from Federal Aviation Administration for the Lone Pine Airport. Corrected references to the Independence Airport have been requested and will be walked on at the Board meeting if received by that date.

The City of Los Angeles (City) is the Owner of the real estate property described as the Independence Airport, located at 770 N. Edwards Street, in Independence, CA 93526 (portions of APN 026-390-04, 026-016-15, and 026-060-17). The Los Angeles Department of Water and Power (LADWP) controls and manages this property on behalf of the City.

Inyo County (County) has operated the Independence Airport on City land since 1977. The current lease agreement was entered into on July 1, 1985, and expires on June 31, 2027. The County has had control over the leased premises for the last forty-seven (47) years as a tenant in good standing.

The purpose of this letter is to convey LADWP's intention to recommend Los Angeles City Council approval of an easement over the leased premises for airport purposes. In the meantime, LADWP is in the process of issuing a new 30-year lease agreement for approval by the Board of Water and Power Commissioners. The new lease agreement will allow the County long-term control of the airport premises and long-term land tenure for the purpose of obtaining grant funding until the request for easement is approved by the Los Angeles City Council.

If you have questions regarding this matter please contact Ms. Elsa Jimenez, Property Manager at (760) 873-0201 or by email at elsa.jimenez@ladwp.com

Sincerely,

Adam Perez
Manager of Aqueduct

EJ:fj/fm
c: Ms. Elsa Jimenez

AMENDMENT NO. 5
To
Agreement Between COUNTY OF INYO and
H.W. LOCHNER, INC
For
On-Call Airport Engineering, Architecture and Planning Services

REHABILITATE RUNWAY 14/32 (DESIGN & BID)

WHEREAS, the County of Inyo (hereinafter referred to as “County”) and H.W. Lochner, Inc. (hereinafter referred to as “Consultant”), have entered into an Agreement for the provision of engineering and planning services dated November 1, 2022 , on County of Inyo Standard Contract No. 161, for the term from November 1, 2022 to October 31, 2027 ;

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

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

County and Consultant hereby amend such Agreement as follows:

1. Section 3D, Limit upon amount payable under Agreement. The first sentence is revised as follows:

“The total sum of all payments made by the County to Consultant for services and work performed under this Agreement shall not exceed seven hundred and fourteen thousand, two hundred and fifty two dollars (\$714,252) (hereinafter referred to as “Contract limit”).
2. Attachment A to the Contract, Scope of Work, shall be revised to include the additional tasks required for the *Rehabilitate Runway 14/32 (Design & Bid)* as described Attachment A- 5 to the Contract.
3. The Consultant’s fee for the scope of work described in Attachment A- 5 to the Contract shall not exceed \$ 254,740.

The effective date of this amendment to the Agreement is 2/10/2025.

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

AMENDMENT NO. 5
To
Agreement Between COUNTY OF INYO and
H.W. LOCHNER, INC
For
On-Call Airport Engineering, Architecture and Planning Services

REHABILITATE RUNWAY 14/32 (DESIGN & BID)

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
____ DAY OF _____, 2025.

COUNTY OF INYO

CONSULTANT: H.W. Lochner, Inc.

By: _____

By: Erik Vliet _____

Dated: _____

Dated: 02/14/2025 _____

APPROVED AS TO FORM AND
LEGALITY:

Grace Weitz
Grace Weitz (Feb 13, 2025 16:13 PST)

County Counsel

APPROVED AS TO ACCOUNTING
FORM:

Heather Williams

County Auditor

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
H.W. LOCHNER, INC (FORMERLY ARMSTRONG CONSULTANTS)
FOR THE PROVISION OF ON-CALL AIRPORT ENGINEERING, ARCHITECTURE AND
PLANNING SERVICES**

REHABILITATE RUNWAY 14/32 (DESIGN & BID)

TERM:

FROM: November 1, 2022 **TO:** October 31, 2027

SCOPE OF WORK

The scope of work described in the original Contract, dated November 1, 2022, is revised to include additional tasks required for the *Rehabilitate Runway 14/32 (Design & Bid)* project, as further described in the attached proposal, dated February 13, 2025, from H.W.Lochner, Inc.

AMENDMENT 5 PROPOSAL
ATTACHMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN SPONSOR AND ENGINEER,
DATED FEBRUARY 13, 2025

FURTHER DESCRIPTION OF SERVICES OF ENGINEER

1. This Attachment is made a part of and incorporated by reference into the Professional Services Agreement made on November 1, 2022, between **COUNTY OF INYO, CALIFORNIA (Sponsor)** and **LOCHNER, (Engineer)** providing for professional engineering services. The Services of Engineer as described in Section 1 of the Agreement are amended or supplemented as indicated below and the time periods for the performance of certain services are stipulated as indicated below.

2. **LOCATION** – Independence Airport, Independence, California

3. **WORK PROGRAM** – Attached

Element 1 – *Rehabilitate Runway 14/32 (60' × 3,533') (Design & Bid)*

4. **FEES** – The fees will be as noted below. (All lump sums)

Element 1 – Project Development & Administration	\$13,720.00
---	--------------------

Element 1 – Design

Preliminary Design	\$51,810.00
Final Design	\$48,620.00

Element 1 – Bidding Services	\$7,150.00
-------------------------------------	-------------------

Element 1 – Special Services

Categorical Exclusion Form	\$7,420.00
DBE Project Assistance	\$2,520.00
Topographical/Land Survey	\$28,500.00
Geotechnical Investigation (NTE T&M)	\$95,000.00

Engineering Total	\$254,740.00
--------------------------	---------------------

5. **ATTACHMENTS** – Required Contract Provisions for A/E Contracts Under the Airport Improvement Program

SPONSOR:
COUNTY OF INYO

ENGINEER:
LOCHNER

Sponsor Signature Authority

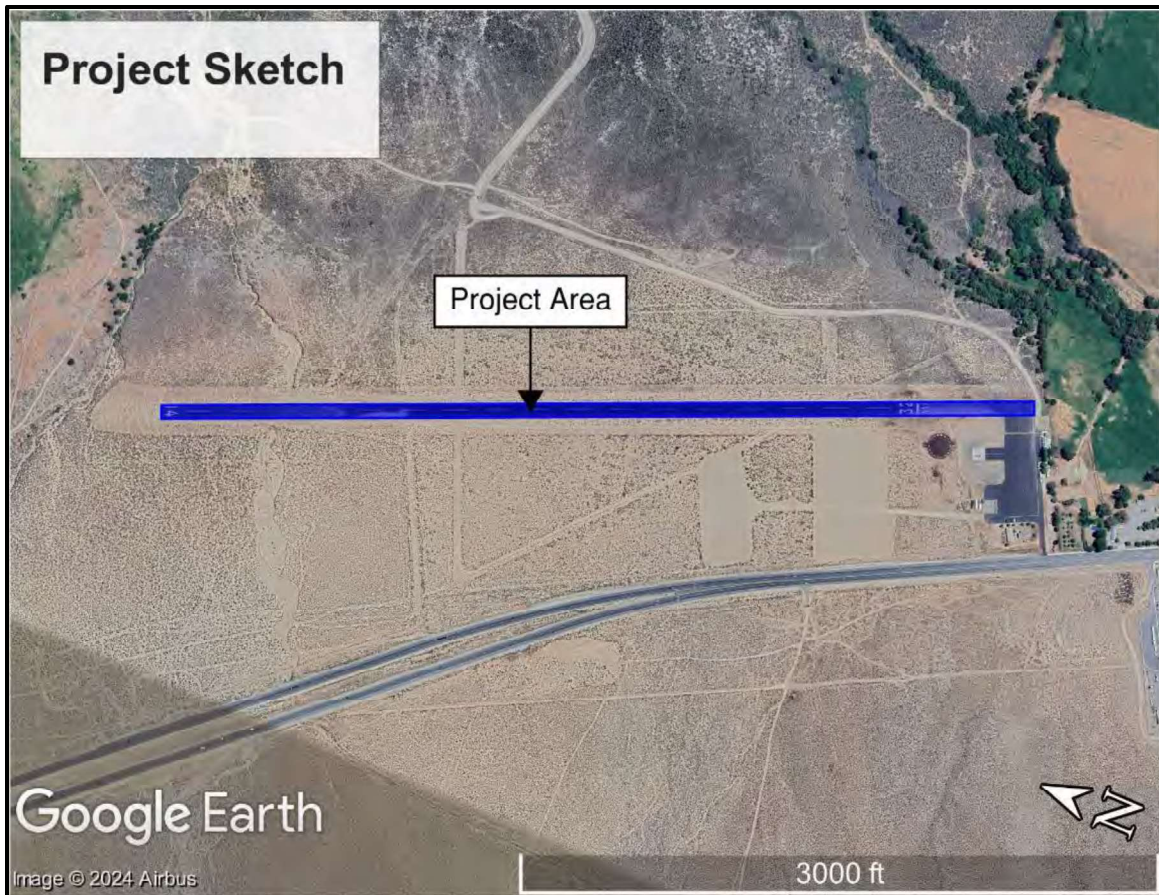
Erik Vliek, Business Manager

**SCOPE OF WORK
INDEPENDENCE AIRPORT
AIP NO. 3-06-0108-0XX-2025**

ELEMENT #1 REHABILITATE RUNWAY 14/32 (60' × 3,533') (DESIGN & BID)

1. The existing Runway 14/32 at Independence Airport has reached the end of its useful life. The included project sketch depicts the general layout for the project.
 - 1.1. Currently the runway is 60 feet wide and 3,533 feet long. The method of rehabilitation will be evaluated and determined during the preliminary design phase of this project based on geotechnical investigation and further analysis. Rehabilitation using crack treatment plus overlay will be considered. The pavement geometry design will be updated in accordance with FAA AC 150/5300-13B. Specifically, Appendix G will be utilized to determine appropriate pavement geometry and required separations.
 - 1.2. The pavement section will be designed to accommodate the anticipated aircraft fleet mix, which is assumed to include aircraft weighing up to 11,000 lbs. for the Design Aircraft per the ALP (Beech King Air F-90). The FAA's FAARFIELD software will be utilized during the design of the pavement section, and a 10-year design life will be assumed as required for rehabilitation.
 - 1.3. New pavement markings will be designed to meet FAA AC 150/5340-1M. Type I, Gradation A glass beads will be specified for the painted surfaces. No striated markings will be used.
 - 1.4. Topographical analysis will be performed on the runway pavement and runway safety areas to assess the current grades and slopes. Existing runway pavement grades will be maintained for this project.
 - 1.5. A geotechnical investigation will be performed, in accordance with FAA AC 150/5320-6G, to identify the thickness and layout of the existing pavement section as well as the characteristics of the underlying subgrade. This information will be critical in determining appropriate rehabilitation method(s).
 - 1.6. This project is not anticipated to require significant changes to the existing surface drainage patterns at the Airport. Localized improvements along the shoulders of Runway 14/32 – specifically, at the existing culvert – may be considered and incorporated into the design as allowed by the total project budget.

Estimated Construction Cost (Element 1) is: \$2,100,000.00



I. PROJECT DEVELOPMENT & ADMINISTRATION

The project development and administration phase is intended to complete the necessary preliminary actions required to initiate and manage the project in accordance with established Federal, State and Local policies and procedures.

Activities include:

1. Conduct a pre-design meeting/scoping conference with the Sponsor and FAA to establish parameters for the project definition and work areas, budget, schedule, and needs for topographic survey and geotechnical investigation.
2. Develop preliminary cost estimates and conceptual layout exhibits required for preliminary project actions such as scoping, grant applications, and other preliminary documents.
3. Develop and submit a detailed Scope of Work for review and approval. Upon submittal, the Engineer will solicit feedback from the Sponsor and FAA and refine the detailed Scope of Work based on feedback received. This task assumes one round of edits based on Sponsor input and a separate round of edits based on FAA input.
4. Following approval of the detailed Scope of Work, the Engineer will prepare a detailed fee estimate showing an hourly breakdown of staff resources required for each task, including incidental expenses related to travel, printing, and/or shipping.
5. Coordinate fee proposals from any required subconsultants needed to perform services defined in the detailed Scope of Work. Work includes developing a request for proposal packet for each subconsultant service that clearly defines the activities required. For this project, it is assumed subconsultants will be employed for: topographical/land survey and geotechnical investigation.
6. Prepare appropriate documents and assist the Sponsor with obtaining an Independent Fee Review based on the approved detailed Scope of Work.
7. Conduct fee negotiations with the Sponsor and assist in preparing a Record of Negotiations to document the independent fee review, if required, and any subsequent fee negotiations.
8. Incorporate final detailed Scope of Work and negotiated fees into a final Agreement for Professional Services and coordinate final approval and signature with the Sponsor.
9. Prepare Preliminary FAA Grant Application and submit to Sponsor for signature and submittal. The application packet will include the following:
 - a. Prepare Preliminary Grant Application Checklist
 - b. Form 424, Application for Federal Assistance
 - c. Form 5100-100
 - d. Program Narrative
 - e. Project Cost Estimate
 - f. Airport Sponsor Assurances
 - g. Project Sketch clearly identifying major work items
 - h. Exhibit "A" Property Map
 - i. Standard DOT Title VI Assurance

- j. Sponsor Certification for Project Plans and Specifications
 - k. Sponsor Certification for Selection of Consultants
 - l. Sponsor Certification for Disclosure of Potential Conflicts of Interest
 - m. Sponsor Certification for Equipment and Construction Contracts
 - n. Current listing of FAA Advisory Circulars for AIP/PFC Projects
 - o. Sponsor Certification for Drug-Free Workplace
 - p. Title VI Pre-award Sponsor Checklist
10. Prepare monthly invoicing and FAA grant drawdown packets. In addition to the Engineer's invoices, the Engineer will incorporate other eligible projects expense invoices provided by the Sponsor in the packet. The Sponsor will be required to complete the payment reimbursement through the FAA e-invoicing system.
11. Project Management and Administration. Project management and administration includes coordination between Engineer staff, Sponsor, and FAA that isn't related to a specific task but is essential to the project process. This work includes:
- a. Weekly internal progress meetings with the design team.
 - b. Conduct regular coordination meetings with Sponsor and FAA. It is anticipated that these meetings will be held monthly, last approximately 1 hour, and be conducted via videoconference.
 - c. Drafting project correspondence for Sponsor's use in coordination with the FAA.
 - d. Perform the business aspects of the project.
 - e. Perform the grant administration for the project.
12. Prepare and Coordinate Subconsultant Agreements. Work includes coordinating on-site subconsultant tasks with the appropriate Sponsor representative.

II. PRELIMINARY DESIGN

The preliminary design phase is intended to identify and evaluate cost effective and practical solutions for the work items identified. The designer will complete its evaluation of alternatives through contacts with local authorities, field investigations, and a practical design approach. The design will take advantage of local knowledge and experience and utilize expertise from recent construction projects to design a cost-effective project. Cost efficiencies will be realized in a lower initial cost and in lower long-term maintenance costs.

Activities include:

1. Prepare requirements for the design topographical survey. Work includes establishing the limits of the work area and developing survey criteria in accordance with FAA design guidance. A surveyor subconsultant will be employed to conduct the topographical survey in accordance with the requirements developed. Coordinate the subconsultant's work schedule with Sponsor staff.
2. Prepare requirements for the design geotechnical investigation. Work includes developing a subsurface boring layout and soil testing regimen in accordance with FAA AC 150/5320-6G. The Engineer will coordinate the subconsultant's work with Sponsor staff. An Engineer's representative will be on-site with the subconsultant for one (1) day during the investigation.

3. Prepare an overall Construction Safety and Phasing Plan (CSPP) in order to maximize project constructability and operational safety. A draft CSPP will be submitted to the FAA for review and comment when the design is approximately 25-35% complete. This final CSPP will be submitted to the FAA when plans are 95% completed. The final CSPP will be coordinated, by the FAA Program Manager, with other FAA Lines of Business (LOBs). Comments received by the FAA LOBs will be incorporated into the CSPP prior to submitting the bid advertisement for the project.
4. Analyze and process topographical survey data. Input raw survey data into computer aided drafting program, develop TIN surface model of existing ground contours, pavement edges, electrical system components, utilities, and any other miscellaneous items. Generate a 3D contour model and prepare and process data for spot elevations, grading, drainage and pavement cross sections.
5. Analyze and process geotechnical investigation data. Develop design conclusions based on the data presented and establish input values for pavement design software. Prepare subgrade and pavement section information for incorporation into construction plans.
6. Prepare pavement section design utilizing FAA FAARFIELD design software.
7. Review and evaluate project layout.
 - a. Verify existing ALP dimensions and data.
 - b. Develop aircraft traffic mix to be utilized in FAARFIELD design software for pavement section design.
 - c. Review available record drawings of the project site.
8. Evaluate local conditions:
 - a. Inventory local material suppliers, sources and capabilities.
 - b. Evaluate surface drainage conditions/requirements.
 - c. Review existing Pavement Strength Survey data and/or pavement section data obtained through geotechnical investigation.
 - d. Conduct one (1) design site visit by the Project Manager and Design Engineer for familiarity with the site.
9. Prepare preliminary construction plans. Construction plans will be prepared depicting all of the work involved. The following list of drawings will be used as a guideline, but drawings may be added or deleted as needed.

DESCRIPTION		SHEET COUNT
a	Cover Sheet	1
b	General Notes, Legend and Survey Control	1
c	Removals Plan	3
d	Plan, Profile and Grading Plan	9
e	Typical Sections and Details	1
f	Marking Layout and Details	5
g	Cross Sections (100 ft Stations)	9

DESCRIPTION		SHEET COUNT
h	Construction Safety and Phasing Plan	1
	TOTAL SHEET COUNT	30

10. Prepare preliminary contract documents. The Engineer will prepare the contract documents including invitation for bids, instructions to bidders, proposal, equal employment opportunity clauses and applicable wage rates, construction contract agreement, performance bond, payment bond, general and special provisions. Preparation will include establishing the location for the bid opening and description of the work schedule. Contract documents will be prepared early during the design phase and submitted to the FAA and Sponsor for review. The Sponsor is ultimately responsible for reviewing and ensuring construction contract terms comply with local law and requirements.
11. Prepare preliminary technical specifications. The Engineer will assemble the technical specifications necessary for the intended work. Standard FAA specifications will be utilized where possible. Additional specifications will be prepared to address work items or material that is not covered by the FAA specifications.

The standard specifications to be utilized may include the following items:

Item C-100	Contractor Quality Control Program (CQCP)
Item C-105	Mobilization
Item C-110	Method of Estimating Percentage of Material Within Specification Limits (PWL)
Item P-101	Preparation/Removal of Existing Pavements
Item P-207	In-Place Full-Depth Reclamation (FDR) Recycled Aggregate Base Course
Item P-403	Asphalt Mix Pavement
Item P-603	Emulsified Asphalt Tack Coat
Item P-610	Concrete for Miscellaneous Structures
Item P-620	Runway and Taxiway Marking

12. Prepare preliminary special provisions to address conditions that require additional clarification and/or definition beyond what is described in the standard general provisions or technical specifications. Items may include:
- Project Location Information
 - Insurance Requirements
 - Contract Period and Work Schedule and Phasing
 - Pre-Construction Conference
 - Utilities
 - Permits, Taxes and Compliance with Laws
 - Field Office Requirements
 - Haul Roads
 - Testing and Staking
 - Airport Security, Closure of Air Operations Areas
 - Accident Prevention
 - Warranty
 - Construction Management Plan

13. Prepare and submit FAA design Modifications to Standards, if necessary.
14. Conduct preliminary review of the construction plans, technical specifications, contract documents and special provisions by submitting copies of the preliminary documents to the FAA and Sponsor and solicit preliminary design review comments.

III. FINAL DESIGN

In the final design phase, the designer will provide well-defined construction requirements, with selected bid alternatives as appropriate to solicit competitive construction bids. Construction schedules will be coordinated around good weather conditions and as little as practical interference with Airport operations.

Activities include:

Final Design

1. Incorporate preliminary design comments and respond as necessary to requests for additional information.
2. Calculate Estimated Quantities. The Engineer will calculate all necessary quantities for the various work items in each Element.
3. Prepare an Estimate of Probable Construction Cost for each Element. Using the final quantities calculated following the completion of the plans and specifications, the Engineer will prepare the construction cost estimate. The estimate will be based on information obtained from previous projects, contractors, material suppliers and other databases available.
4. Prepare an Engineer's Design Report. During the preparation of the construction plans and specifications, an engineer's design report will be prepared. The report will include a summary of the project, pavement design, drainage design, schedule(s) and a cost estimate for the completion of the project. The design report will follow the current FAA Airports guidance where applicable. The design report will be submitted for Sponsor and FAA review. Review comments will be incorporated in the final revised report.
5. Develop work schedules for construction. This task involves dividing the construction work into schedules to allow for maximum contract award flexibility in cases of limited available funds, and allow the project to be executed in a manner that minimizes the disruption of the Airport aircraft operations.
6. Submit the final CSPP by uploading it to the OE/AAA website. Alternatively, at the request of the FAA PM, the CSPP may be submitted directly to the FAA PM.
7. Prepare 95% design construction plans, technical specifications, contract documents and special provisions.
8. Submit 95% design review package to the FAA and Sponsor and solicit design review comments.
9. Incorporate 95% design review comments and respond as necessary to requests for additional information.

10. Conduct a final internal review of all design documents and incorporate any necessary changes.
11. Prepare and submit final plans and specifications. Copies will be submitted to the FAA and Sponsor. A final set of plans, specifications and contract documents will be prepared which incorporates revisions, modifications and corrections determined during the FAA and Sponsor's review. After final plan acceptance, plan sets will be provided to the FAA and Sponsor.

IV. BIDDING SERVICES

During the bidding phase of the project, the Engineer will assist the Sponsor in advertising and letting the project for bid. The Engineer will assist in dialogue with potential bidders to quantify bidder questions assist Sponsor in attaining economic bids. Activities outlined below and the fees listed on pages 1-2 cover one iteration of the bidding process. Preparing multiple bid processes, packages, or re-bidding may incur additional or repeated services.

Activities include:

1. Assist the Sponsor with advertising and interpretation of the project requirements. Plans and specifications will be available via the website of Lochner. The Sponsor and FAA will be given a digital copy of the final plans, specifications and contract documents.
2. Provide technical assistance and recommendations to the Sponsor during construction bidding.
3. Attend and assist with pre-bid conference. Answer Contractor questions and issue necessary clarifications and addenda. The pre-bid conference will be held via online video conference run by the Project Manager.
4. Provide an on-line bidding platform and read the bids aloud via online video conference at the date, and time agreed by the Sponsor.
5. Prepare an abstract of bids, perform necessary review of the bids to determine responsiveness, and prepare award recommendation letter.
6. Update preliminary Federal Grant Application prepared during Project Development phase based on bids. The Engineer will submit the application to the Sponsor for approval and signatures.
7. Assist in award notification to successful bidder and assist in notification to unsuccessful bidders. The DBE goal and all bidding requirements will be reviewed for responsiveness. Any issues or concerns that arise from the bidding documents will be brought to the attention of the Sponsor for clarification.

V. SPECIAL SERVICES

Special Services are those services that aren't considered "basic" services such as those listed above. When a Special Service is needed that we do not provide in-house, we will contract with other firms that provide those services. The following are activities that are included in this project that fall under Special Service tasks.

Activities include:

In-House Services

1. Prepare and submit a Categorical Exclusion (CatEx) package.
2. Assist the Sponsor with the Disadvantage Business Enterprise (DBE) Project requirements.
 - a. Review Sponsor's DBE Goal Calculations for the current fiscal year. Add or update any missing project goals and correct any identified issues to keep the Airport in compliance.
 - b. Assist the Sponsor in submitting updated goals to the FAA Civil Rights Office.
 - c. Assist the Sponsor with fiscal year DBE utilization reporting and in submitting these items to the FAA Civil Rights Website.
 - d. Assist Sponsor in ensuring record compliance found in USDOT 49 CFR Part 26 requirements are met.
 - e. Update and maintain website link for Sponsor's Civil Rights Programs.

Subconsultant Services

1. Topographical/Land Survey – See proposal dated 1/20/2025.
2. Geotechnical Investigation – See proposal dated 2/7/2025.

AGREEMENT
To Engage the Services of
LUMOS & ASSOCIATES, INC.

THIS AGREEMENT, entered into on the 5th day of February 20 25, by and
by and between Lochner

whose mailing address is 180 Promenade Circle, Suite 300, Sacramento, CA 95834

hereinafter called "CLIENT," and LUMOS & ASSOCIATES, INC., hereinafter called "CONSULTANT," is as follows:

CLIENT intends to pursue work on Independence Runway 14/32 Rehabilitation (Project Name)
hereinafter called the "PROJECT" and whose location is Independence, CA

THE CLIENT/contact person for this project is Nick Donovan

Phone 530-491-4517 Email ndonovan@hwlochner

CLIENT and CONSULTANT, for mutual consideration hereinafter set forth, agree as follows:

A. CONSULTANT agrees to perform certain consulting, design, advisory, surveying, and/or testing
services for CLIENT as follows: See proposal attached hereto as Exhibit "A"

B. CLIENT agrees to pay CONSULTANT as compensation for his/her services as follows:
See proposal attached hereto as Exhibit "A"

This Agreement does not include any agency fees advanced on the CLIENT's behalf. All fees advanced for this project
will be assessed a 15% handling fee in accordance with company policy. Should CLIENT wish to avoid the 15%
charge, all agency and outside fees will be required 24 hours prior to submittal deadline.

C. CLIENT agrees to provide the following to CONSULTANT to aid in his/her work:
See proposal attached hereto as Exhibit "A"

D. CONSULTANT will begin work on or about January 20 25; and have said
work completed See proposal attached hereto as Exhibit "A"

CONSULTANT contact for this project is Dean Neubauer, P.L.S. Phone (775) 883-7077

The attached Standard Provisions of Agreement are incorporated herein and made a part of this Agreement. In the
event of any conflicts or inconsistencies between the terms contained in Exhibit "A" and those contained in the
Standard Provisions of Agreement, the terms of the Standard Provisions of Agreement shall govern and control.

All notices, requests, demands, and other communications required under this Agreement shall be in writing and shall
be deemed duly given and received: (i) if personally delivered, on the date of delivery; (ii) if mailed, three (3) days
after deposit in the United States Mail, registered or certified, return receipt requested, postage prepaid; and/or (iii) if
by a courier delivery service providing overnight or "next-day" delivery, on the next business day after deposit with
such service. All written communications shall be addressed to CONSULTANT at 950 Sandhill Road, Suite 100,
Reno, NV 89521, or to CLIENT at the address written above.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms,
conditions, and provisions written above and incorporated herein as set forth in the attached, on the date first written
above.

CONSULTANT:

PRINT Dean Neubauer, P.L.S., Agent

SIGN Dean Neubauer

TITLE Group Manager

DATE 02/05/2025

CLIENT:

PRINT Erik Vliek

SIGN Erik Vliek

TITLE Business / Operations Manager

DATE 02/05/25

CLIENT INITIALS CV

STANDARD PROVISIONS OF AGREEMENT

1. AGREEMENT

These Standard Provisions of Agreement are deemed part of the attached Agreement. As used herein, the term "Agreement" will mean the attached Agreement, the Proposal attached thereto as Exhibit "A," these Standard Provisions of Agreement, and any other exhibits attached hereto and specifically incorporated herein. Consultant shall provide for the Client the scope of services described in the referenced Proposal, and all services not specifically described therein are excluded from Consultant's scope of services.

2. BILLING AND PAYMENT

Fees and other charges shall be billed monthly as the work progresses and shall be due and payable at the time of billing. Ten (10) days are allowed for processing payment, and any unpaid balance remaining twenty (20) days after the date of the original invoice shall be considered past due. Any unpaid balance remaining thirty (30) days after the date of the original invoice shall be considered Critically Past Due. Consultant reserves the right to suspend services on accounts with outstanding balances that are Critically Past Due. Consultant shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension. Upon payment in full by the Client, Consultant shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension. In the event Client fails to pay Consultant within forty-five (45) days or more after invoices are rendered, Client agrees that Consultant shall have the right in its sole discretion to consider said default a material breach of the Agreement and the duties of Consultant under this Agreement terminated, without requiring the seven (7) days written advance notice otherwise required for termination pursuant to Section hereof.

Any payment not received within thirty (30) days of date of the original invoice shall accrue interest at the rate of eighteen percent (18%) per annum.

Client hereby agrees that the balance as stated on any invoice from Consultant to Client is correct and is acceptable to Client unless, within ten (10) days from the date of the original invoice, Client notifies Consultant in writing of the particular item that is alleged to be in error or is otherwise in dispute.

Client shall pay the costs for checking and inspection fees, zoning and annexation applications fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this Agreement.

For projects that extend for more than one (1) year from the date of the Agreement, Consultant shall be entitled to an increase in fees in proportion to the increase in the Consumer Price Index over the preceding year, for the duration of the Agreement.

3. TERMINATION

This Agreement may be terminated by either party upon seven (7) days advance written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

In the event all or any portion of the services performed or partially performed by Consultant be suspended, abandoned, or terminated, Client shall pay Consultant for all fees, charges and services provided up to the date of termination. In return, Consultant shall provide Client with copies of all drawings, specifications and reports prepared or partially prepared up to the date of termination, at Client's expense and for use solely with respect to the Project. Payment in full up to the date of termination shall be a condition precedent to Consultant's providing copies of all drawings, specifications and reports, regardless of the pendency of any dispute.

4. ADDITIONAL SERVICES

Client may request that Consultant provide services beyond those set forth in Consultant's Proposal ("Additional Services"). The scope of such Additional Services and the compensation therefore shall be as mutually agreed upon in writing by Client and Consultant prior to commencement of such Additional Services.

The Consultant shall comply with applicable laws, codes and regulations in effect as of the date it provides its services pursuant to the standard of care in the industry. Changes to Consultant's services made necessary by newly enacted laws, codes and regulations after such date shall entitle the Consultant to a reasonable adjustment in the schedule and additional compensation in accordance with this Additional Services provision. In addition, the Consultant shall be entitled to rely reasonably on interpretations and approvals given by government officials with responsibility for enforcing such laws, codes, and regulations and shall not be responsible for changes made by such officials to interpretations or approvals previously given.

5. STANDARD OF CARE

Consultant shall perform its services in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant's profession currently practicing in the same locality under similar circumstances and with reasonable diligence and expediency consistent with sound professional practices ("Standard of Care"). Nothing contained herein shall be construed to constitute a guarantee, warranty or assurance, either express or implied of the services to be provided herein.

6. COST ESTIMATES

Consultant makes no representation concerning estimates of construction costs other than that these are estimates only and Consultant shall not be responsible for fluctuations in cost factors. Any such estimates prepared or agreed to by Consultant represent the Consultant's judgment as a design professional. It is recognized that neither the Consultant nor the Client has control over the cost of labor, materials or equipment; the contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Consultant cannot and does not warrant or represent that bids or negotiated prices will not vary from the Client's budget or from any estimate of construction cost prepared or agreed to by the Consultant.

7. LIMITATIONS ON RESPONSIBILITIES

Consultant shall not be responsible for the acts or omissions of the Client, Client's other consultants, contractors, subcontractors, their agents or employees, or other persons providing work or services on the Project. Consultant does not guarantee the completion or quality of performance of work performed by the construction contractor(s) or other third parties. Site safety is the sole responsibility of the contractor. Consultant shall neither have control over nor be in charge of, nor be responsible for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work for the Project.

Unless retained to perform a geotechnical investigation, Consultant makes no representations concerning soil conditions and Consultant is not responsible for any liability that may arise out of the making or failure to make soils surveys, or subsurface soil tests, or general soil testing.

Unless specifically included in the Proposal's scope of services, Consultant is neither responsible for notifying Client of any expiration or renewal dates for permits and/or approvals of any type or description, nor for renewing or requesting a renewal from any agency, municipality, or authority of any permits and/or approvals that may be due to expire.

8. OWNERSHIP OF DOCUMENTS

Drawings, details, specifications, reports, and other documents prepared by Consultant, including those in electronic form, are instruments of service for use solely with respect to this Project. Consultant shall be deemed the author and owner of the Consultant's instruments of service and shall retain all common law, statutory and other reserved rights, including copyrights. Upon execution of this Agreement Consultant grants to Client a nonexclusive license to reproduce the Consultant's Instruments of Service solely for purposes of the Project, provided the Client shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. Client shall not use the instruments of service for future additions or alterations to this Project or for other projects without Consultant's prior written consent. Any unauthorized use, reuse or modifications of the instruments of service shall be at the Client's sole risk and without liability to Consultant, and Client agrees to defend, indemnify and hold harmless Consultant from all claims and damages arising out of or purported to arise out of the use, reuse, or modification of the Instruments of Service.

9. INDEMNIFICATION

Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Consultant from and against any claims, damages, liabilities, suits, demands, losses, expenses or costs (including reasonable attorneys' fees and costs of defense) ("Claims"), to the extent caused by Client's negligent acts, errors, or omissions and those of its contractors, subcontractors or consultants or anyone for whom Client is legally liable, except for claims or litigation arising through the sole negligence or willful misconduct of Consultant.

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless Client from and against any claims, damages, liabilities, suits, demands, losses, expenses to the extent they are determined to have been caused by the negligent acts, errors or omissions of Consultant or anyone for whom Consultant is legally liable, to the extent consistent with the Limitation of Liability provision herein. Consultant shall not have an obligation to indemnify and hold harmless Client for claims or litigation arising through the sole negligence or willful misconduct of Client or anyone for whom Client is legally liable.

Neither party shall have an upfront duty to defend the other but shall reimburse reasonably incurred defense fees and costs (for fees and costs actually incurred in defending claims attributable to the other party's fault) to the extent of its indemnity obligation herein. Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

10. RIGHT OF ENTRY

Client shall secure the permission necessary to allow Consultant's personnel and equipment access to the project site and any adjacent properties necessary to perform the services at no cost to Consultant. While Consultant will take all reasonable precautions to minimize any damages to the property, it is understood by the Client that in the normal course of field work some damage may occur, the correction of which is not part of this Agreement.

11. SAMPLES

Samples obtained for materials testing will be discarded upon completion of testing, and portions of samples not tested or unused shall be preserved for not longer than thirty (30) days.

12. GOVERNING LAW; DISPUTES

This Agreement shall be governed by the laws of the state, in which the Project is located, and all dispute resolution proceedings shall be venued in the county and state in which the services are rendered unless the parties mutually agree otherwise in writing.

The parties agree to first endeavor in good faith to resolve any dispute arising out of or related to this Agreement by mediation pursuant to the Construction Industry Mediation Rules of the American Arbitration Association or JAMS. Mediation shall be a condition precedent to the instigation of any legal proceedings. If the claim or controversy is not resolved by mediation, the claim or controversy may be resolved by final and binding arbitration, if the parties so mutually agree in writing prior to the commencement of any arbitration proceeding. Absent express mutual consent to arbitrate, all disputes shall be litigated in a court of competent jurisdiction in the state in which the Project is located.

13. NO THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant.

14. WAIVER OF CONSEQUENTIAL DAMAGES

Notwithstanding any other provision in this Agreement, and to the fullest extent permitted by law, neither the Consultant nor the Client shall be liable to the other for, or shall make, any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, damage to reputation or any other consequential damages either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty.

15. FORCE MAJEURE

Client and Consultant are aware that many factors outside the Consultant's control may affect the Consultant's ability to complete the services to be provided under this Agreement. Client agrees that Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond Consultant's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in a timely manner; failure of performance by Client or Client's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

16. SOLE CORPORATE REMEDY

It is intended by the parties to this Agreement that the Client's obligations and Consultant's services in connection with the Project shall not subject the Client's or Consultant's individual shareholders, officers, directors, members, managers or employees to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the parties agree that as their sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the business entities that are the parties to this Agreement and not against any of the parties' individual shareholders, officers, directors, members, managers or employees, except for acts of willful misconduct or as otherwise prohibited by law.

17. HAZARDOUS MATERIALS

The Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. In the event the Consultant or any other party encounters any hazardous materials, or should it become known to the Consultant that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of the Consultant's services, the Consultant may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Client retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. Consultant shall not be responsible for locating or abating any hazardous materials.

18. LIMITATION OF LIABILITY

In recognition of the relative risks and benefits of the Project to both the Client and the Consultant relating to Consultant's provision of services in accordance with this Agreement, the risks have been allocated such that the Client agrees that Consultant's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever (including attorneys' fees and costs and expert witness fees and costs) arising out of or in any way related to the services provided for the Project and/or under this Agreement, regardless of theories of liability or causes of action asserted (unless otherwise prohibited by law) including, but not limited to, allegations of Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty, shall not exceed the total sum of \$50,000 or the total amount of fees paid to Consultant under this Agreement, whichever is less. Consultant currently maintains a policy of professional liability insurance. In no event shall Consultant's liability exceed the sum of Consultant's available professional liability insurance coverage at the time of settlement or judgment. Client and Consultant hereby acknowledge that this provision was expressly negotiated and agreed upon.

19. MISCELLANEOUS

(a) Client and Consultant each respectively bind themselves, their partners, successors, executors, administrators, and assigns to the Agreement.

(b) Client agrees to cooperate fully with Consultant on the Project and to provide any and all information and/or documents reasonably necessary for Consultant to perform the agreed scope of services as detailed in the Agreement, and Consultant shall be entitled to rely upon the accuracy and completeness thereof.

(c) Neither Client nor Consultant shall assign its interest in the Agreement without the prior express written consent of the other.

(d) It is expressly understood that Consultant is an independent contractor and in no event will the Consultant, its agents, employees, representatives, or servants, be considered as the agent, employee, representative or servant of Client. Nothing contained in this Agreement or any action by Consultant shall be construed to impose a fiduciary duty on Consultant or create a fiduciary relationship between Consultant and Client or between Consultant and any third party.

(e) If any provision of this Agreement is invalid or unenforceable, such provision shall (i) be modified to the minimum extent necessary to render it valid and enforceable, or (ii) if it cannot be so modified, be deemed not to be a part of this Agreement and shall not affect the validity or enforceability of the remaining provisions.

(f) Waiver of any provision of this Agreement by either party shall not be deemed to constitute a waiver of any other provision of this Agreement, nor shall such waiver constitute a continuing waiver.

(g) This Agreement, and the attachments hereto, shall constitute the entire understanding between the parties, and no modification shall be binding unless in writing and signed by the parties.

20. RETAINER

Client agrees to deposit the sum of None \$ 0 as a retainer, receipt of which is a prerequisite for Consultant to perform services for Client. The retainer will be held by Consultant to secure payment of Consultant's invoices in Consultant's general accounts with all benefits accruing to Consultant. Consultant, at its sole discretion, may apply the retainer to any outstanding invoices which Client has failed to pay in the time frames set forth in this Agreement; however, nothing herein shall be interpreted to relieve Client from paying Consultant's invoices as set forth in this Agreement. If any portion of the retainer is applied to an outstanding invoice, Client shall, within five (5) days of Consultant's request, replenish the retainer account to the original amount listed herein. The retainer, or unused portion thereof, shall be refunded to Client within thirty (30) days after Consultant's services conclude or termination of this Agreement, whichever comes first, provided that there is no balance owed to Consultant. If a balance is owed to Consultant when services conclude or this Agreement is terminated, Client will be refunded the difference between the amount owed and the remaining retainer, if any. Nothing herein shall limit Consultant's rights to collect any remaining balance owed by Client once the retainer is depleted.



Carson City
308 N. Curry Street, Suite 200
Carson City, Nevada 89703
775.883.7077

January 20, 2025

Exhibit A

LA25.022R

Lochner

Attn: Nick Donovan, P.E.
180 Promenade Circle, Suite 300
Sacramento, CA 95834

Subject: Proposal for Professional Surveying Services – Land Survey Services for Independence Airport (207) - Rehabilitation of Runway 14/32, Inyo County, California.

Dear Nick;

Lumos and Associates (Lumos) would like to thank you for the opportunity of providing land survey services for your project. Based upon our understanding of the project, as transmitted to us in an email dated 01/17/2025 and titled Independence Airport (207) - Rehabilitation of Runway 14/32. The following Scope of Work is proposed to those "Design Survey Requirements".

Task 1 – Topographic Survey

Lumos will conduct a Design Grade Topographic Survey in accordance to the "Design Survey Requirements" listed in the above stated RFP

Task 2 – Construction Survey Control

Lumos will conduct a control survey and establish nine (9) Construction Survey Control Points as outlined in the "Survey Requirements" listed in the above RFP.

Task 3 – Utility Locates

Lumos will sub contract a utility locating company to locate the underground utilities prior to conducting the Topographic survey as outlined in the "Survey Requirements" listed in the above RFP.

Task 4 – Photos, Reports and Supplemental Data

Lumos will provide photos of the site along with all reports and supplemental data as outlined in the above RFP.

Lumos Fees for Tasks 1 through 4: \$28,500

Lumos has the available equipment and personnel to meet the project time frames as listed in the RFP. All survey work will be performed under the supervision of California Licensed Land Surveyor No. LS 7936. Lumos and Associates are not responsible for permits, negotiations or coordination of any improvements as a result of work performed.

Additional Services

Lumos and Associates can also provide additional services in support of the construction process including but not limited to Construction Surveying and Materials Testing.

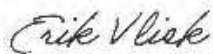
Work outside the established SCOPE OF WORK can be performed as negotiated. The attached Standard Provisions of Agreement are a part of this proposal. This proposal is valid for 90 working days from this date.

We look forward to working with you on this project, should you have any questions or require additional information, please do not hesitate to contact me at (775) 883-7077 or by email at gphillips@lumosinc.com.

Sincerely,



Greg Phillips, P.L.S.
Director – Survey Division
Lumos and Associates, Inc.



Approved by
Erik Vliek
Business/Operations Manager
02/05/25

Independence Airport (207) Independence, California

Survey Requirements: December 2024

The purpose of this topographic survey to establish design for rehabilitation of Runway 14/32.

Specific requirements are as follows:

Topographic and Feature Location: Survey coverage to be the area(s) as defined on the Survey Sketch. The grid interval on the Runway shall conform to the requirements shown on the Survey Sketch. The 25 ft maximum on asphalt surfaces is intended to fall on "Even Stations". The purpose of this is to compare asphalt elevations during construction that correspond to the exact point that is located as part of this topography.

The grid shall be denser than this interval as necessary to identify features and important topographical elements that do not necessarily fall on a neat grid in order to create a surface model (tin) conforming to the vertical accuracy requirements of the attached **"Design Survey Requirements"**.

Survey control: **Vertical Benchmark and Origin of Survey** is NGS Monument "CAMERA POST 2 RESET". See Survey Sketch for coordinates, and Basis of Bearing. The final survey will be a **"modified" ground/project coordinate system** representing actual measured **ground distances** with any scaling/rotation taking place at the **Origin of Survey**. Survey units must be US foot. All monuments on Survey Sketch must be located. A differential level loop must be run on all monuments including the Construction Survey Control. Notes to be kept in a standard field book.

Construction Survey Control: Set construction survey control monuments, #5, 30" long rebar w/ aluminum cap, approximately 2" below ground. 9 required. Stamp with elevation. Elevations to be established by level loop to 1/100 ft. Submit location (ground coordinate system) and elevation information.

Utilities: Call the appropriate utility location services and have all below ground utilities marked within the survey coverage area. Locate and describe all underground and above ground utilities within the survey coverage area. This includes, but may not be limited to water, sewer, gas, power and communications. Coordinate utility locates and questions with Airport Manager.

Photography: Photograph the areas surveyed. Photography to be in digital format and location cross-referenced to survey points when multiple similar structures exist, i.e., "culvert #1, #2, etc." Include all above ground features, i.e., signs (both sides), lights, culverts (inlet & outlet), etc.

Submit topographic survey per the formats as shown in the attached "Design Survey Requirements".

NOTES:

1. It is understood that since all fees (including Lochner's) are paid from federal and state grant, until the grants are in place, fees are not due.
2. All field survey work must be coordinated with and approved by airport manager for filing of NOTAMs. Ground survey personnel must be equipped with aviation band radios and monitor local air traffic at all times.

Design Survey Requirements

Survey Control:

A record of vertical and horizontal control closure and method, (bench level, trig level, GPS, LIDAR) is to be kept in a standard field book or electronic field book, with sketches and descriptions of the locations of control points.

Accuracy:

Horizontal:

All horizontal measurements: 0.10 feet accuracy (but recorded to 0.01 feet).

Vertical:

All survey monuments will have elevations established by differential level loop. Record kept in field book and submitted to Lochner.

All hard-surfaced elevations (i.e. pavements, floors, pedestals) and subsurface elevations (i.e. grates, pipes, inverts): 0.02 feet accuracy (but recorded to 0.01 feet). Automatic levels or conventional total stations shall be used for hard surfaces.

All (natural) ground elevations: 0.10 feet accuracy (but recorded to 0.01 feet) GPS equipment may be used for natural ground and other topographic items. When using GPS, the surveyor shall submit a Quality Control Plan and have prior approval by Lochner. LIDAR scanning may be used for natural ground, structures, and above ground utilities. When using LIDAR, the surveyor shall submit a Quality Control Plan, weeding method used, and have prior approval by Lochner.

Content:

Topographic surveys are to include all above-ground features such as utilities, structures, fences, railroads, roads, trees, airport paving, lights, navigational aids, signs and any evidence of below-ground utilities, pipes, etc., pavement edges, any swales or crowns in pavements. Care shall be taken when recording edge of pavement features if it is apparent that the edges have been excessively rolled. We would prefer to have points that best define the pavement cross slope vertically but still fall within 6 inches of physical edge of pavement. Pavement markings shall be located as to color, widths of stripes etc. Any signs located will have the color, message or legend noted or photographed and labeled. Electrical splice boxes or cans shall be measured, described, and photographed. Shots taken on runway and/or taxiway edge lights shall be consistent across the entire job, i.e., shoot the same spot at every light. Include a photo of a typical rod tip placement. Fences shall be described as to height, type, number of wires and type of posts. Water lines shall have the type and size included in the description if possible. Manholes shall have the lid and flow lines defined plus pipe size and direction of flow. Drainage facilities need to be located including flow line and grate elevations, sizes, materials, flow lines and general direction of pipes located in structures. It will also be noted if culverts have end sections or not. Locate both ends of pipe even if one end is outside of survey limits. Sketches of all features not easily defined by field location must be kept in a standard field book. These sketches will include sufficient measurements to accurately define the features. Any buildings or portions of building that are located as part of the survey shall also have the "Finish Floor" elevation defined. All buildings located will have doors/entrances located and noted. All buildings will have utility service points (panels, meters etc.) located and noted.

Quality Control:

The Survey and Quality Control Plan must include the quality control (including error analysis) procedures and practices followed during data collection and provide traceability and adherence to the requirements of this guidance. At a minimum, the plan will include the following:

- Summarize what methods you will use to ensure high-quality data.
- Describe the quality control measures used to ensure all data is checked, complete, reliable, and meets the accuracy requirements.
- Provide evidence of the methods used to collect the various types of features to meet the desired accuracies.
- Describe the data backup and archive procedures and methods used to ensure the integrity of the original data.
- Explain the methods used to check all file formats and provide a summary of the file-naming convention for all electronic files.

Geodetic Control Data:

Provide the raw-data files collected containing the data used for establishment or verification of the geodetic control, including any data used to plot temporary points occupied. Typically, these files include the original raw GPS data files, binary files containing ionosphere modeling information and vector reduction and adjustment files. Provide digital photographs, sketches, and scans of the field book or log sheets supporting the geodetic control survey.

Format:

The final survey information is to be submitted on electronic media (flash drive, DVD etc.) in ASCII (IBM compatible) file format. Digital format submitted through e-mail, ftp, dropbox, etc., is acceptable. Format for survey data is as follows:

Survey origin and basis of bearing must be noted (pdf format).

- Survey field book is required (pdf format, electronic field book file).
- Topographic points required. Point #, Northing, Easting, Elevation, Description (ASCII xyz), Excel worksheet. Delimiters can either be a comma (,) or a space (). Point descriptor abbreviation definition is required.
- Civil 3d Compatible Surface or XML surface file with breakline data (showing how topographic features are connected), DTM/Contour file with points is required (Autodesk Civil 3D 2021 or earlier compatible dwg, or dxf formats).
- Photographs are required (jpg, png or similar formats).
- LIDAR data required (if used) (LAS or ASCII (xyz) formats).

Copies of Supplemental Data:

Sketches and field notes which are generated and used by the surveyor shall be submitted along with the electronic disk data. When or if using survey figures in CAD, include all associated external databases (2016 compatible).

Data collector files, GPS receiver files and CORS data downloaded shall be submitted if requested.

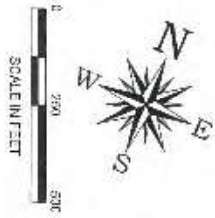
Copies of Liability Insurance:

Submit copies of General and Professional Liability Insurance and copies of Workmen's Compensation Insurance. Minimum limits of Professional Liability Insurance are \$1,000,000 per occurrence and in the aggregate annually to protect against claims resulting from alleged professional errors and omissions.

More Information:

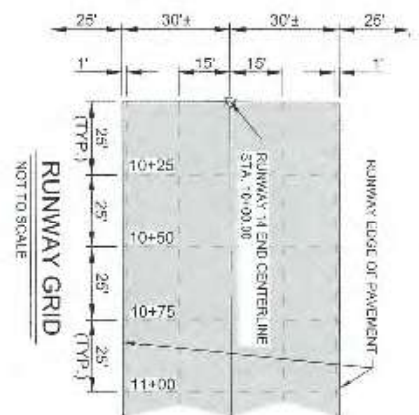
Topographic Survey is to be performed with guidance from FAA Advisory Circular, 150-5300-18B. This Advisory Circular will help the surveyor in identifying the exact end of runway locations and navigational aids on the airport. LIDAR survey requirements are to be performed with the guidance from FAA Advisory Circular, 150-5300-17C. The Advisory Circular documents can be obtained from the web site:

https://www.faa.gov/regulations_policies/advisory_circulars/



- LEGEND**
- TOPOGRAPHIC SURVEY AREALIMITS
CONTENT PER "DESIGN SURVEY
REQUIREMENTS"
 - SET CONSTRUCTION SURVEY CONTROL
 - EXISTING SURVEY MONUMENT

PROJECT COORDINATES ARE MODIFIED STATE
PLANE COORDINATES. The final survey will be a
"modified" ground/project coordinate system
representing actual measured ground distances with
any scaling/rotation taking place at the Origin of
Survey.



Independence Airport (207)
Independence, California
Survey Sketch

February 7, 2025

Nick Donovan, P.E.
Aviation State Lead, CA
Lochner
P: (970) 242-0101
E: ndonovan@hwlochner.com
715 Horizon Drive, Suite 225
Grand Junction, CO 81506

**RE: Independence Airport Geotechnical Investigation
Rehabilitate Runway 14/32
Lochner Project No. 24150**

Mr. Donovan:

Eastern Sierra Engineering (ESE) is pleased to submit this revised proposal for geotechnical investigation services in support of the planned rehabilitation of Runway 14/32 at Independence Airport, Inyo County, California. This proposal has been carefully prepared in alignment with the refined scope of work outlined in ESE's email dated January 20, 2025, and reflects the verbal authorization provided by Inyo County on February 4, 2025. We appreciate the opportunity to contribute to this critical infrastructure project and remain committed to delivering high-quality geotechnical services that support the long-term success and safety of the runway rehabilitation.

PROJECT UNDERSTANDING

We understand this project involves a geotechnical investigation at Independence Airport in Inyo County to support the rehabilitation of Runway 14/32, which spans approximately 0.77 miles. The investigation aims to evaluate the condition of the existing pavement and subsurface materials, providing the necessary data to inform future design and construction.

Key tasks include coordinating safety measures, such as runway closures and barricades, and performing fieldwork that involves drilling, sampling, backfilling, and patching. Laboratory testing will analyze collected samples to determine gradation, soil classification, moisture-density relationships, and other key soil properties. Deliverables will include a photo log of pavement conditions, detailed boring logs, and a geotechnical report summarizing findings and recommendations.

SCOPE OF SERVICES

ESE will provide the following services:

Task 1 Field Work - At least 48 hours before fieldwork starts, airport safety procedures will be reviewed, and necessary closures will be coordinated with the public works deputy director. Fieldwork tasks will include:

- a. Lay out borehole locations and use a private utility locator to locate all utilities within the work area.
- b. Conduct a total of **12** borings strategically distributed across the proposed runway and taxiway pavement. Each boring will be drilled to a depth of 10 feet and spaced approximately 400 feet apart. Additionally, two extra borings will be placed in isolated areas. CBR (California Bearing Ratio) test locations will be evenly distributed, following a pattern similar to the original RFP sketch.
- c. Core the pavement at each boring location, ensuring the pavement cores are removed intact. Measure and photograph the cores to accurately evaluate the existing pavement condition.
- d. Collect representative soil samples at each boring location at depths and quantities sufficient to support the comprehensive soil investigation.
- e. Maintain boring logs including location, date, recorder's name, type of exploration and equipment used, surface elevation, depth of materials, sample identification numbers, material classifications (such as color, grain size, and angularity), groundwater conditions, water table depth, and Standard Penetration Test (SPT) blow counts, ensuring thorough and accurate documentation of the field investigation.
- f. Backfill the boring holes to an appropriate level of compaction using the existing soils extracted during the boring operation. Supplementary, non-swelling materials will be used as necessary to restore the level up to the bottom of the existing pavement section.
- g. Repair the existing pavement at each boring location by patching it with cold-mix asphalt to match the original pavement section thickness. Ensuring the patch is neat, flush with the surrounding surface, and compacted to prevent settling.
- h. Clean around each boring location as work progresses.

Task 2 Laboratory Testing – Laboratory testing will be conducted in our AASHTO-accredited laboratory to ensure precision and compliance with industry standards. Consolidation, Sulfate, CBR, and Permeability tests will be subcontracted to an external laboratory. The type and number of tests will be selected to ensure sufficient data for an effective design and may be adjusted as needed based on findings from the field exploration during boring. The testing program includes, but is not limited to, the following:

- a. Atterberg Limits (ASTM D4318)
- b. California Bearing Ratios (ASTM D1883)
- c. Hydrometer analysis (ASTM D7928)
- d. Standard Proctors (ASTM D698)
- e. Sulfate Tests (ASTM C1580)
- f. Consolidation Tests (ASTM D4546)
- g. In-Situ Density and Moisture Content (ASTM D7263/D2216)
- h. Sieve analysis (ASTM C136/C117)
- i. Soil permeability (ASTM D5084/D5856)
- j. All Samples - USCS soil classification
- k. All Samples - Frost Group Soil Classification

Task 3 Geotechnical Report - We will deliver a detailed geotechnical investigation report based on our fieldwork and laboratory testing findings. The report will document subsurface conditions and provide thorough analyses and recommendations to support informed decision-making. In compliance with FAA Advisory Circular 150/5320-6G, it will address rehabilitation design requirements for an asphalt pavement section accommodating an aircraft fleet mix, including aircraft up to 20,000 lbs. SWG. The final pavement design will be completed by Lochner.

The geotechnical report will include the elements listed below:

- a. Project Description: A clear overview of the project scope, objectives, and the rehabilitation of Runway 14/32.
- b. Project and Exploration Locations: A detailed summary of the boring locations and exploration layout as documented during fieldwork.
- c. Subsurface Soil and Groundwater Conditions: A comprehensive description of the soil stratigraphy, groundwater table, and any notable subsurface conditions encountered.
- d. Geological Analysis: Insights into the site's geological characteristics that may affect subgrade preparation and pavement performance.
- e. Logs of Field Investigation: Detailed boring logs capturing key information, including soil classifications, moisture conditions, SPT blow counts, and other critical data points.
- f. Laboratory Test Results: Comprehensive results from all laboratory testing, including Gradation, Hydrometer, Atterberg limits, Proctor, CBR, consolidation, and permeability tests, which are integral to subgrade and pavement recommendations.
- g. Subgrade Preparation and Conditioning Techniques: We will provide detailed analysis and recommendations for preparing and conditioning the subgrade, considering soil type, groundwater conditions, and engineering requirements. Recommendations will include appropriate methods for subgrade stabilization to ensure compatibility with the FAA-specified pavement design criteria.
- h. Earthwork and Site Preparation Requirements: Guidance on-site preparation methods, addressing stripping, excavation, and stabilization techniques necessary for long-term performance.
- i. Fill Placement and Compaction Recommendations: Specifications for fill materials, placement methods, and compaction standards to ensure consistent and durable subgrade support.

ENGINEERING FEES

The SCOPE OF SERVICES will be completed on a Time and Expense (T&E) basis, with a budget cap not to exceed \$95,000, and budgets allocated as follows:

<u>Task Description</u>	<u>Fee</u>
Task 1: Field Work	\$45,000
Task 2: Laboratory Testing	\$27,000
Task 3: Geotechnical Report	\$23,000
Total	\$95,000

INVOICING SCHEDULE

First Invoice:

- Task 1 - Invoicing will be processed immediately upon completion of fieldwork to ensure timely payment to our subcontractors, who will invoice us as soon as they complete their scope of work.
- Amount - Billed on an actual Time and Expense (T&E) basis, not to exceed the allocated budget for Task 1.

Second Invoice:

- Tasks 2 and 3 - Invoicing will be processed immediately upon submittal of the final geotechnical report.

- Amount - Billed on an actual Time and Expense (T&E) basis, not to exceed the allocated budget for Tasks 2 and 3.

CONDITIONS

This offer is valid for acceptance for a period of 30 days from the date of this proposal. If unanticipated conditions require a change to the fee schedule amount, we would not proceed with a modified scope of services without obtaining your verbal (and subsequent written) authorization.

EXECUTION OF CONTRACT

Please carefully review the contents of this proposal and the enclosed General Conditions (Professional Services). If they meet with your approval, please return a copy of the Terms to our office. We will then endorse the document and return one fully executed copy to you. Alternatively, a mutually acceptable contract to both parties can be substituted for ESE's contract.

We trust this provides the information you require at this time. If you have any questions or require additional information, please contact Dennis Brown at (760) 937-1385.

Sincerely,
Eastern Sierra Engineering, P.C.



Dennis Brown
 Director of CMT Services

Attachments: General Conditions (Professional Services)

Client agrees to the Scope of Work described in this proposal and the General Conditions attached and incorporated herein.

By: Erik Vliek

 Name (Printed)

By: 

 Name (Signature)

Company: H.W. Lochner, Inc.

Title: Business / Operations Manager

Date: 2/11/2025

Phone: 970-242-0101

Email: evliek@hwlochner.com

EASTERN SIERRA ENGINEERING, P.C. (ESE) GENERAL CONDITIONS (PROFESSIONAL SERVICES)

1. **Services.** This Agreement is entered into between Client and ESE ("Consultant") wherein Client engages Consultant to provide professional services ("Services") in connection with the project described in the proposal ("Project") to which these General Conditions are attached. Client agrees that services not specifically described in the Scope of Services identified in Consultant's proposal are not included in the Scope of Services described by Consultant. This Agreement, including the proposal, these General Conditions, Consultant's Addenda and Fee Schedule, represents the entire Agreement between the parties and supersedes any and all agreements between the parties, either oral or in writing, including any purchase or work order issued by Client.
2. **Payment.** Client shall pay invoices upon receipt. Invoices not paid within thirty (30) days of the invoice date shall be subject to a late payment fee of 1 1/2 % per month from the date of invoice. Additionally, Consultant may, upon five (5) calendar days' notice to Client, suspend all Services until paid in full and may terminate the Agreement.
3. **Prevailing Wages.** It is the Client's legal responsibility to determine whether the Project is covered under prevailing wage regulations. Unless Client specifically informs Consultant in writing that the Project is a prevailing wage project and is identified as such in Consultant's Scope of Services, Client agrees to reimburse Consultant and to defend, indemnify and hold harmless Consultant from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project was covered under prevailing wage regulations.
4. **Work Product.** Services provided under this Agreement, including all reports, information, recommendations, or opinions ("Reports") prepared or issued by Consultant, are for the exclusive use and benefit of Client or its agents in connection with the Project, are not intended to inform, guide, or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project. Client will not distribute or convey such Reports to any other persons or entities without Consultant's prior written consent which shall include a release of Consultant from liability and indemnification by the third party. Consultant's Reports, boring logs, maps, field data, drawings, test results and other work products are part of Consultant's professional services, do not constitute goods or products and are copyrighted works of Consultant. However, such copyright is not intended to limit the Client's use of its work product in connection with the Project.
5. **Standard of Care.** Consultant will strive to perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the Consultant's profession practicing in the same locality under similar circumstances at the time the services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.
6. **Limitation of Liability.** Consultant's potential liability to Client and others is grossly disproportionate to consultant's fee due to the size, scope, and value of the Project. Therefore, unless Client and Consultant otherwise agree in writing in consideration for an increase in Consultant's fee, Client including its directors, officers, partners, employees, agents, contractors and their respective assigns, agree to limit Consultant's liability (whether arising from contract, statutory violation, or tort) to the greater of \$5,000 or the amount of consultant's fee. This limitation of liability shall apply to all phases of Services performed in connection with this Project, whether subsequent to or prior to the execution of this Agreement. In no event shall Consultant be liable for consequential, incidental or special damages.
7. **Construction Observation.** If included in the Services, Consultant's services during construction shall be limited to observation and testing of construction operations. Consultant shall not be responsible for constant or exhaustive inspection of the work, the means and methods of construction or the safety procedures employed by Client's contractor. Performance of construction observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the Contractor's work may occur. Client shall hold its contractor solely responsible for the quality and completion of the Project, including construction in accordance with the construction documents. Any duty hereunder is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees, shall notify Consultant at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.
8. **Certifications.** Consultant shall sign certifications only if (a) Consultant approves the form of such certification prior to the commencement of Services, (b) such certification is included in Consultant's Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. Any certification shall not relieve any entity of its obligations.
9. **Samples.** All samples shall remain the property of the Client. Client shall promptly, at its cost, remove and lawfully dispose of samples, cuttings, and hazardous materials. If appropriate, Consultant shall preserve samples obtained no longer than sixty (60) days after the issuance of any document that includes the data obtained from those samples. After that date, Consultant may dispose of the samples or return them to Client at Client's cost.
10. **Client Responsibilities.** Client shall bear sole responsibility for (a) jobsite safety; (b) notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project site; and (c) providing and updating Consultant with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed Project site uses, the correct location of Project property boundaries, any change in Project plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project site. Client shall cooperate with requests by Consultant, including obtaining permission for access to the Project site. Client releases Consultant from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others. If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Consultant shall immediately stop work in the affected area and report the condition to the Client.
11. **Electronic Media.** Because data stored on electronic media can deteriorate undetected or be modified without Consultant's knowledge, the Client accepts responsibility for the completeness or readability of the electronic media after an acceptance period of 30 days from delivery of the electronic files.
12. **Indemnification.** To the fullest extent permitted by law, Client, including its directors, officers, partners, employees, agents, contractors and their respective assigns, agrees to indemnify, defend, and hold harmless Consultant, its directors, officers, employees and subcontractors from and against all claims, liability, damages, or expenses ("Claims") arising out of, in connection with or relating to any alleged act, failure to act, or other conduct of Consultant, including but not limited to Claims alleging the negligence or other fault of Consultant, but specifically excepting Claims arising out of Consultant's sole negligence or willful misconduct. Client shall indemnify Consultant even if Client is partially or wholly without fault for such Claims.
13. **Dispute Resolution.** The parties shall attempt resolution of any dispute arising under or related to the Agreement by mediation. Notwithstanding the foregoing, in the event of Client non-payment, Consultant may, at its sole option, waive mediation. Either party may demand mediation by serving a written notice on the other party stating the essential nature of the dispute. The mediation shall be conducted in accordance with the AAA Construction Industry Mediation Rules then in effect within forty-five (45) days from the service of notice. The parties shall share fees equally. If mediation fails, either party may institute litigation in the state of federal court of the county in which Consultant's office issuing the proposal is located. The prevailing party shall be entitled to attorneys' fees, cost, including costs incurred in the mediation and costs of enforcement of any judgment. The parties expressly waive any statute of limitations for a longer period of time and agree that any action shall be brought within one year from the date of Consultant's final invoice. The parties expressly waive any and all rights to a trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other with respect to any matter relating to, arising out of or in any way connected with this Agreement.
14. **Changed Conditions.** If during the course of performance of this Agreement conditions or circumstances are discovered which were not contemplated by Consultant at the commencement of this Agreement, Consultant shall notify Client of the newly discovered conditions or circumstances and Client and Consultant shall renegotiate in good faith, the terms and conditions of this Agreement. If amended and conditions cannot be agreed upon within thirty (30) days after notice, Consultant may terminate this Agreement and Consultant shall be paid for its services through the date of termination.
15. **Governing Law.** The laws of the State where the Agreement was entered into shall govern interpretation to this Agreement. If any term is deemed unenforceable, the remainder of the Agreement shall stay in full force and effect.
16. **Additional Provisions.** Neither party may assign its interest in this Agreement without prior written consent of the other. Any modifications to this Agreement will be effective only if it is in writing signed by the party to be bound, except that if Consultant has performed services in reliance on Client's verbal approval to proceed, Client shall be bound by such verbal agreement. One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant. This Agreement may be signed in counterpart.

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
H.W. LOCHNER, INC
FOR THE PROVISION OF ON-CALL AIRPORT ENGINEERING, ARCHITECTURE AND
PLANNING SERVICES**

REHABILITATE RUNWAY 14/32 (DESIGN & BID)

TERM:

FROM: November 1, 2022 **TO:** October 31, 2027

SCHEDULE OF FEES

The compensation for the Scope of Work described in Attachment A- 5 shall be the lump sum amounts shown on page one of the Lochner proposal included in Attachment A- 5, dated February 13, 2025, which include both lump sums and cost-plus-fixed-fee work items, and shall not exceed \$254,740.

AMENDMENT NO. 4
To
Agreement Between COUNTY OF INYO and
H.W. LOCHNER, INC
For
On-Call Airport Engineering, Architecture and Planning Services

RUNWAY 12/30 SAFETY AREA IMPROVEMENTS (DESIGN, BID, & CONSTRUCT)

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Armstrong Consultants (hereinafter referred to as "Consultant"), have entered into an Agreement for the provision of engineering and planning services dated November 1, 2022, on County of Inyo Standard Contract No. 161, for the term from November 1, 2022 to October 31, 2027;

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

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

County and Consultant hereby amend such Agreement as follows:

1. Section 3D, Limit upon amount payable under Agreement. The first sentence is revised as follows:
"The total sum of all payments made by the County to Consultant for services and work performed under this Agreement shall not exceed four hundred and fifty nine, five hundred and twelve dollars (\$459,512) (hereinafter referred to as "Contract limit").
2. Attachment A to the Contract, Scope of Work, shall be revised to include the additional tasks required for the Runway 12/30 Safety Area Improvements (Design, Bid, & Construct) as described Attachment A-4 to the Contract.
3. The Consultant's fee for the scope of work described in Attachment A-4 to the Contract shall be the lump-sum, fixed-price fee of \$237,140.

The effective date of this amendment to the Agreement is 2/11/2025.

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

AMENDMENT NO. 4
To
Agreement Between COUNTY OF INYO and
H.W. LOCHNER, INC
For
On-Call Airport Engineering, Architecture and Planning Services

RUNWAY 12/30 SAFETY AREA IMPROVEMENTS (DESIGN, BID, & CONSTRUCT)

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
11th DAY OF February, 2025.

COUNTY OF INYO

CONSULTANT: LOCHNER

By: 

By: 

Dated: 02/11/2025

Dated: 01/31/2025

APPROVED AS TO FORM AND
LEGALITY:


Grace Weitz (Jan 31, 2025 10:30 PST)

County Counsel

APPROVED AS TO ACCOUNTING
FORM:



County Auditor

AMENDMENT NO. 3
To
Agreement Between COUNTY OF INYO and
H.W. LOCHNER, INC (FORMERLY ARMSTRONG CONSULTANTS)
For
On-Call Airport Engineering, Architecture and Planning Services
AQUIRE SNOW REMOVAL EQUIPMENT

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Armstrong Consultants (hereinafter referred to as "Consultant"), have entered into an Agreement for the provision of engineering and planning services dated November 1, 2022, on County of Inyo Standard Contract No. 161, for the term from November 1, 2022 to October 31, 2027;

WHEREAS, effective September 3, 2024, Armstrong Consultants, assigned County of Inyo Standard Contract No. 161 to H.W. Lochner, Inc. (hereinafter referred to as "Consultant");

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

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

County and Consultant hereby amend such Agreement as follows:

1. Section 3D, Limit upon amount payable under Agreement. The first sentence is revised as follows:

"The total sum of all payments made by the County to Consultant for services and work performed under this Agreement shall not exceed two hundred twenty two thousand, three hundred and seventy two dollars (\$222,372.00) (hereinafter referred to as "Contract limit").

2. Attachment A to the Contract, Scope of Work, shall be revised to include the additional tasks required for the Passenger Enplanement Forecast and Terminal Study as described Attachment A-3 to the Contract.
3. The Consultant's fee for the scope of work described in Attachment A-3 to the Contract shall be the lump-sum, fixed-price fee of \$27,240.
4. Per paragraph 27 of the Contract, Inyo County hereby consents to the assignment of all of Contractor's right, responsibilities, and liabilities under the Contract to H.W. Lochner, Inc..

The effective date of this amendment to the Agreement is 3/1/2024.

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

AMENDMENT NO. 3
To
Agreement Between COUNTY OF INYO and
H.W. LOCHNER, INC (FORMERLY ARMSTRONG CONSULTANTS)
For
On-Call Airport Engineering, Architecture and Planning Services

AQUIRE SNOW REMOVAL EQUIPMENT

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
10th DAY OF _September_, 2024.

COUNTY OF INYO

CONSULTANT: ARMSTRONG CONSULTANTS

By: 

By: 

Dated: September 10, 2024

Dated: Sep 3, 2024

APPROVED AS TO FORM AND
LEGALITY:


County Counsel

APPROVED AS TO ACCOUNTING
FORM:


County Auditor

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
H.W. LOCHNER, INC (FORMERLY ARMSTRONG CONSULTANTS)
FOR THE PROVISION OF ON-CALL AIRPORT ENGINEERING, ARCHITECTURE AND
PLANNING SERVICES**

TERM:

FROM: November 1, 2022 **TO:** October 31, 2027

SCOPE OF WORK

The scope of work described in the original Contract, dated November 1, 2022, is revised to include additional tasks required for the acquisition of airport snow removal equipment, as further described in the attached *Task Order D*, dated July 22, 2024 from Armstrong Consultants.

**TASK ORDER D
ATTACHMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN SPONSOR AND ENGINEER,
DATED JULY 22, 2024**

FURTHER DESCRIPTION OF SERVICES OF ENGINEER

1. This Attachment is made a part of and incorporated by reference into the Professional Services Agreement made on November 1, 2022, between **COUNTY OF INYO, CALIFORNIA (Sponsor)** and **ARMSTRONG CONSULTANTS, INC., (Engineer)** providing for professional engineering services. The Services of Engineer as described in Section 1 of the Agreement are amended or supplemented as indicated below and the time periods for the performance of certain services are stipulated as indicated below.

2. **LOCATION** –Bishop Airport, Bishop, California

3. **WORK PROGRAM** – Attached

Element 1 – *Acquire Snow Removal Equipment*

4. **FEES** - The fees will be as noted below. (All lump sums)

Element 1 – Project Development and Administration \$4,110.00

Element 1 – Bid Document Development \$14,020.00

Element 1 – Bidding Services \$4,610.00

Element 1 – Contract Administration Services \$3,030.00

Element 1 – Project Closeout \$1,470.00

Engineering Total **\$27,240.00**

5. **ATTACHMENTS** - Required Contract Provisions for A/E Contracts Under Airport Improvement Program, issued May 24, 2023, is incorporated by reference.

SPONSOR:
COUNTY OF INYO, CALIFORNIA

ENGINEER:
ARMSTRONG CONSULTANTS, INC.

Erik Vliek

Erik Vliek, Business Manager

**SCOPE OF WORK
BISHOP AIRPORT
COUNTY OF INYO, CALIFORNIA**

ELEMENT #1 ACQUIRE SNOW REMOVAL EQUIPMENT

1. This project element includes the acquisition of an all-wheel drive airport runway plow truck, and an industrial 4X4 tractor with snow removal attachments to be used on the Airport.
 - 1.1. The vehicles specified are an all-wheel drive truck with a 14-foot high-speed runway plow and an industrial 4X4 tractor with snow removal attachments. The attachments will include a front mounted rotary broom, a multi-function ramp plow and a rotary snow blower. The vehicles will also include an aviation band radio (ICOM IC-A120) installed in the cab.
 - 1.2. The airport currently utilizes County-owned and operated equipment for snow removal activities. This project will acquire snow removal equipment that will be used only on Airport property and airfield pavement. The snow removal equipment storage building is pending construction; once completed this equipment will be stored within the building.

Estimated Equipment Cost is:

Plow Truck	\$300,000
Industrial 4X4 tractor	\$200,000
- Loader/4-in-1 bucket	\$27,000
- Rotary broom	\$20,000
- Multi-function ramp plow	\$15,000
- Rotary snow blower	\$25,000

I. PROJECT DEVELOPMENT AND ADMINISTRATION

The project development and administration phase is intended to complete the necessary preliminary actions required to initiate and manage the project in accordance with established Federal, State and Local policies and procedures.

Activities include:

1. Conduct a scoping conference with the Sponsor and FAA to establish parameters for the project definition, budget, schedule, and equipment availability.
2. Develop preliminary cost estimates for the proposed equipment based on supplier quotes.
3. Develop and submit a detailed Scope of Work for review and approval. Upon submittal, the Engineer will solicit feedback from the Sponsor and FAA and refine the detailed Scope of Work based on feedback received. This task assumes one round of edits based on Sponsor input and a separate round of edits based on FAA input.
4. Following approval of the detailed Scope of Work, the Engineer will prepare a detailed fee estimate showing an hourly breakdown of staff resources required for each task, including incidental expenses related to travel, printing, and/or shipping.
5. Incorporate final detailed Scope of Work and negotiated fees into a final Agreement for Professional Services and coordinate final approval and signature with the Sponsor.
6. Project Management and Administration. Project management and administration includes coordination between Engineer staff, Sponsor, and FAA that is not related to a specific task but is essential to the project process. This work includes:
 - a. Drafting project correspondence for Sponsor's use in coordination with FAA.
 - b. Perform the business aspects of the project.
 - c. Perform the grant administration for the project.

II. BID DOCUMENTS DEVELOPMENT

The bid documents development phase is intended to identify and evaluate cost effective and practical solutions for the equipment identified. The designer will complete its evaluation of alternatives through contacts with local authorities, equipment vendors, and a practical design approach. A formal set of bidding documents, including technical specifications, will be developed.

Activities include:

1. Evaluate local conditions:
 - a. Evaluate airfield needs for snow removal equipment.
 - b. Evaluate existing airfield equipment to determine compatibility constraints.
 - c. Evaluate existing storage facility to determine size compatibility constraints.
 - d. Research available snow removal equipment options
 - e. Solicit input from various equipment dealers and manufacturers.
2. Prepare preliminary technical specifications. The Engineer will assemble the technical specifications necessary for the desired equipment. Specifications will include sufficient details to ensure that the equipment being acquired meets the needs of the airport. Standard FAA specifications will be utilized where possible. Additional specifications will be prepared to address work items or material that is not covered by the FAA specifications.
3. Conduct preliminary review of equipment specifications with the FAA and Sponsor and solicit preliminary design review comments.
4. Incorporate preliminary design comments and respond as necessary to requests for additional information.
5. Prepare preliminary contract documents. The Engineer will prepare the contract documents including the agreement between the Sponsor and equipment Supplier. Preparation will include establishing the location for delivery and commissioning. Contract documents will be prepared and submitted to the FAA and Sponsor for review prior to finalizing the purchase. The Sponsor is ultimately responsible for reviewing and ensuring contract terms comply with local law and requirements.
6. Prepare final Estimate of Probable Equipment Cost for each Element. The estimate will be based on information obtained from previous projects, equipment dealers, manufacturers, and other databases available.
7. Prepare and submit FAA design Modifications to Standards, if necessary.

III. BIDDING SERVICES

During the bidding phase of the project, the Engineer will assist the Airport in obtaining proposals for the desired equipment. It is anticipated that this will be accomplished by a competitive bid process. Engineer will assist in dialogue with potential bidders to quantify bidder questions and assist Sponsor in attaining economic bids. Activities outlined below and the fees listed on page 1 cover one iteration of the bidding process.

Activities include:

1. Assist the Sponsor with advertising and interpretation of the project requirements. Equipment specifications will be available via the web site of Armstrong Consultants. The Sponsor, State, and FAA will be given a digital copy of the specifications and contract documents.
2. Evaluate bids received for qualifications according to Federal Procurement requirements.
3. Prepare an abstract of bids received and prepare an award recommendation letter.
4. Assist in award notification to chosen vendor(s).

IV. CONTRACT ADMINISTRATION SERVICES

During the construction phase of the project, the Engineer will assist the Sponsor with monitoring, documenting progress for quality and cost control and overall grant administration during construction.

Activities include:

1. Coordinate delivery of equipment and required user training.
2. Conduct final project inspection with the Sponsor, FAA, and the Contractor. Any punch list items will be noted and coordinated with the Contractor for necessary action.

V. PROJECT CLOSEOUT

During the project closeout phase of the project, the Engineer will assist the Sponsor with compiling all the reports, documents, and other items necessary to successfully close out the associated grant and provide an accurate historical record for the project.

Activities include:

1. Assist the Sponsor with completing all necessary grant closeout certifications and forms, including final SF425, SF271, draft grant closeout request letter.
2. Prepare Final Engineers Report. The final report will follow the current FAA AIP Final Report guidance.

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
H.W. LOCHNER, INC (FORMERLY ARMSTRONG CONSULTANTS)
FOR THE PROVISION OF ON-CALL AIRPORT ENGINEERING, ARCHITECTURE AND
PLANNING SERVICES**

TERM:

FROM: November 1, 2022 **TO:** October 31, 2027

SCHEDULE OF FEES

The County agrees to pay the Consultant for services performed under the conditions of this agreement the lump sum fixed price amount of \$27,240 for the services detailed in Attachment A-3.

AMENDMENT NO. 2
To
Agreement Between COUNTY OF INYO and
ARMSTRONG CONSULTANTS
For
On-Call Airport Engineering, Architecture and Planning Services
BISHOP AIRPORT PASSENGER ENPLANEMENT FORECAST AND
TERMINAL BUILDING CONCEPTUAL DESIGN

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Armstrong Consultants (hereinafter referred to as "Consultant"), have entered into an Agreement for the provision of engineering and planning services dated November 1, 2022, on County of Inyo Standard Contract No. 161, for the term from November 1, 2022 to October 31, 2027.

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

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

County and Consultant hereby amend such Agreement as follows:

1. Section 3D, Limit upon amount payable under Agreement. The first sentence is revised as follows:

"The total sum of all payments made by the County to Consultant for services and work performed under this Agreement shall not exceed one hundred and ninety-five thousand, one hundred and thirty two dollars (\$195,132.00) (hereinafter referred to as "Contract limit").
2. Attachment A to the Contract, Scope of Work, shall be revised to include the additional tasks required for the Passenger Enplanement Forecast and Terminal Study as described Attachment A-2 to the Contract.
3. The Consultant's fee for the scope of work described in Attachment A-2 to the Contract shall be the lump-sum, fixed-price fee of \$99,432.00.

The effective date of this amendment to the Agreement is 11/28/2023.

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

AMENDMENT NO. 2
To
Agreement Between COUNTY OF INYO and
ARMSTRONG CONSULTANTS
For
On-Call Airport Engineering, Architecture and Planning Services
BISHOP AIRPORT PASSENGER ENPLANEMENT FORECAST AND
TERMINAL BUILDING CONCEPTUAL DESIGN

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
5th DAY OF December, 2023. . .

COUNTY OF INYO

By: _____

Dated: 04/30/2024

APPROVED AS TO FORM AND
LEGALITY:

Grace Weitz
County Counsel

APPROVED AS TO ACCOUNTING
FORM:

Christie Martindale
County Auditor

CONSULTANT: ARMSTRONG CONSULTANTS

By: _____

Dated: 04/24/24

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
ARMSTRONG CONSULTANTS
FOR THE PROVISION OF ON-CALL AIRPORT ENGINEERING, ARCHITECTURE AND
PLANNING SERVICES**

TERM:
FROM: November 1, 2022 TO: October 31, 2027

SCOPE OF WORK

The scope of work described in the original Contract, dated November 1, 2022, is revised to include additional tasks required for the completion of the design and construction phase services of the Bishop Airport Passenger Enplanement Forecast and Terminal Building Conceptual Design, as further described in the attached *Task Order C*, dated October 2, 2023 from Armstrong Consultants.

**TASK ORDER A
ATTACHMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN OWNER AND ENGINEER,
DATED December 5, 2023**

FURTHER DESCRIPTION OF SERVICES OF ENGINEER

1. This Attachment is made a part of and incorporated by reference into the Professional Services Agreement made on December 28th, 2022 between **INYO COUNTY, CALIFORNIA (Owner)** and **ARMSTRONG CONSULTANTS, INC., (Engineer)** providing for professional engineering services. The Services of Engineer as described in Section 1 of the Agreement are amended or supplemented as indicated below and the time periods for the performance of certain services are stipulated as indicated below.

2. **LOCATION** – Bishop Airport, Bishop California

3. **WORK PROGRAM** – Attached

4. **FEES**

Passenger Enplanement Forecast and Terminal Study: \$99,432

OWNER:
INYO COUNTY, CALIFORNIA

By _____

ENGINEER:
ARMSTRONG CONSULTANTS, INC.

By _____

Justin Pietz, National Planning Lead

BISHOP AIRPORT PASSENGER ENPLANEMENT FORECAST AND TERMINAL BUILDING CONCEPTUAL DESIGN

FINAL SCOPE OF WORK

OVERVIEW

The Bishop Airport (BIH) is a primary commercial service airport located within Inyo County, along the eastern Sierra's of California. The airport is currently served by United Airlines with service to Denver International Airport (DEN) and San Francisco International Airport (SFO). United Airlines is currently operating the Canadair Regional Jet 700 aircraft.

The planning study will include enplanement forecasts to assist in determining facility requirements and serve as a guideline for the terminal building development. A facilities implementation plan will be established, identifying improvements in a phased manner based upon the existing and forecasted demand.

BIH Commercial Activity Level Forecast Elements

Element 1 - Project Management

Task 1.1 Project Management and Quality Control

Element 2 – Enplanement Forecasts

Task 2.1 Review of Historical Data and Forecasts

Task 2.2 Establish Existing Baseline for Enplanement Demand

Task 2.3 Evaluate Factors Influencing Enplanement Demand

Task 2.4 Establish Existing and Future Critical Aircraft

Task 2.5 Forecast Coordination and Approval

Element 3 – Future Terminal Building Facility Requirements

Task 3.1 Terminal Building Requirements and Conceptual Design

Element 4 – Update Airport Layout Plan

Task 4.1 Update Airport Layout Plan

ELEMENT 1 PROJECT MANAGEMENT

Task 1.1 Project Management and Quality Control

Description: To provide appropriate direction and project management for the development of the BIH Enplanement Forecast as each assignment is undertaken and completed, Armstrong Consultants will maintain close liaison with the Bishop Airport staff, interested parties and the Federal Aviation Administration (FAA).

Armstrong Consultants, Inc. will be responsible to ensure consistency throughout the project in terms of written and graphic communication, through regular in-house meetings and communications, quality control, final word processing, proof-reading, editing, final artwork and graphics, presentation graphics, and production of all documents.

Ongoing coordination will be held among the Consultants Team for the purpose of quality control, coordination, and strategy. Periodic study updates will be held between the Consultant Team and the Sponsor, as needed, via conference calls and written progress reports. The purpose of the updates will be to report progress made on the study, receive input from the Consultant Team and Sponsor, report phases and sub-phases that have been completed, identify any unforeseen problems for purpose of resolution, and allow for various stages of review of findings throughout the process.

Invoices will be submitted to the Sponsor at key project milestones based on the percentage of completed tasks.

ELEMENT 2 ENPLANEMENT FORECASTS

Task 2.1 Review of Historical Data and Forecasts

Description: Review previous forecasts including FAA National Plan of Integrated Airport Systems (NPIAS), published FAA enplanement Terminal Area Forecast data (TAF), for comparison and guidance in developing short (1-5 year), and intermediate (5-10 year) enplanement forecast methodologies.

Deliverable: Historical enplanement data and forecasts will be collected and summarized to assist in the development of enplanement demand forecasts.

Task 2.2 Establish Existing Baseline for Enplanement Demand

Description: Collect data based on actual enplanement count reports provided by Airport/Airline Management for calendar and fiscal year 2022 at BIH. The data will be utilized to provide an updated baseline of existing enplanements.

Deliverable: A baseline for 2022 enplanement demand will be established. A summary of actual enplanements will be provided for comparison to the FAA TAF data. Any discrepancies between actual enplanements and FAA TAF data will be detailed.

Task 2.3 Evaluate Factors Influencing Aviation Demand and Develop Enplanement Forecast

Description: Review local, regional and national trends influencing and affecting planning activity levels (PALs) for enplanement demand at the airport. Economic characteristics, demographic characteristics and geographic attributes of the established service area will be considered and applied to selected methodologies to develop enplanement forecasts for the planning period. The 10-year planning period will be for the Calendar and Fiscal Years 2023-2033.

Methodologies for developing enplanement forecasts may include:

- a. Comparative analysis of the previous and existing forecasts listed above.
- b. Trend analysis of historical activity levels projected forward.
- c. Per Capita Analysis correlating future growth to future population growth.
- d. Cohort analysis or a combination of the other forecasting analysis.

Deliverables: Annual enplanement forecast activity projected for the 10-year planning period.

Task 2.4 Establish Existing and Future Critical Aircraft

Description: Collect and review existing operations data of commercial aircraft at BIH to identify the existing critical aircraft. Review regional and national trends occurring within the commercial air carrier fleets to assist in determining the future critical aircraft. Coordinate with airline representatives currently operating at BIH to determine any trends in future aircraft operations at the airport.

Deliverables: Establish existing critical aircraft and forecasted future critical aircraft for terminal building demand.

Task 2.5 Forecast Coordination and Approval

Description: Forecasts will be submitted to FAA for review and approval. General guidance for FAA forecast approval in comparison to the most recent TAF.

Deliverables: Consultant will submit and coordinate forecast approval with FAA.

ELEMENT 3 FUTURE TERMINAL BUILDING FACILITY REQUIREMENTS

Task 3.1 Future Terminal Building Requirements and Conceptual Design

Description:
Provide design services for the architectural design. This assumes up to two site visits during the concept design phase.

Conduct a kick off meeting for the Project. The purpose of the meeting is to establish the parties' mutual understanding of the Project objectives, Schedule, budget, and delivery process.

The agenda shall include the following:

- a) Introduction of key team members, including each party's primary contact and the person authorized to make decisions
- b) Discussion of Project performance targets
- c) Discussion of Schedule milestones, including process and durations for Client's review and approval
- d) Discussion of the process for establishing the Project Budget and developing check estimates at key design milestones
- e) Review and discussion of existing site conditions
- f) Discussion of communication protocols
- g) Identification of key personnel and protocols for invoicing and payment
- h) Discussion of LEED or other sustainability objectives and any specialty consultants to be engaged to provide related services.

The forecast information will be used for the development program and terminal building size.

The architect will review record documentation provided by Inyo County of the existing site conditions, including topographical surveys, geotechnical reports, etc. The architect may visit the Project site to verify reasonably observable conditions.

Deliverables:

Based on the approved program, the architect will develop design diagrams and digital massing models that depict the basic design concept for the project. At the completion of the Concept Design phase the architect will deliver:

- a) Conceptual Site plan, illustrating proposed building siting and associated parking/site improvements
- b) Conceptual floor plan, illustrating program requirements and established adjacencies
- c) Conceptual program chart listing interior building functions
- d) 1 to 2 conceptual renderings or visualizations of digital massing models
- e) ROM cost estimate

The architect will provide the Concept Design Documents in PDF. Deliverables will be an 11x17 design package. The architect will incorporate such changes in the Concept Design phase within the first three weeks of the concept design schedule.

ELEMENT 4 **AIRPORT LAYOUT PLAN UPDATE**

Task 4.1 Update the Airport Layout Plan

Description: Upon the completion of the conceptual terminal design, Armstrong will prepare an update to the Airport Layout Plan and Terminal Area Drawing to ensure setback requirements are met and to accurately reflect the future terminal building development.

Deliverables: Updated ALP and TAD in full-size PDF format for approval.

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
ARMSTRONG CONSULTANTS
FOR THE PROVISION OF ON-CALL AIRPORT ENGINEERING, ARCHITECTURE AND
PLANNING SERVICES**

TERM:
FROM: November 1, 2022 **TO:** October 31, 2027

SCHEDULE OF FEES

The County agrees to pay the Consultant for services performed under the conditions of this agreement the lump sum fixed price amount of \$99,432 for the services detailed in Attachment A-2.

AMENDMENT NO. 1
To
Agreement Between COUNTY OF INYO and
ARMSTRONG CONSULTANTS
For
On-Call Airport Engineering, Architecture and Planning Services

LONE PINE/DEATH VALLEY AIRPORT – RESURFACE TAXIWAY A AND
CONNECTING TAXIWAYS PROJECT
DESIGN AND CONSTRUCTION PHASE SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as “County”) and Armstrong Consultants (hereinafter referred to as “Consultant”), have entered into an Agreement for the provision of engineering and planning services dated November 1, 2022, on County of Inyo Standard Contract No. 161, for the term from November 1, 2022 to October 31, 2027.

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

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

County and Consultant hereby amend such Agreement as follows:

1. Section 3D, Limit upon amount payable under Agreement. The first sentence is revised as follows:

“The total sum of all payments made by the County to Consultant for services and work performed under this Agreement shall not exceed ninety five thousand, seven hundred dollars (\$95,700.00) (hereinafter referred to as “Contract limit”).
2. Attachment A to the Contract, Scope of Work, shall be revised to include the additional tasks required for the Lone Pine/Death Valley Airport – Resurface Taxiway A and Connecting Taxiways, as described Attachment A-1 to the Contract.
3. The Consultant’s fee for the scope of work described in Attachment A-1 to the Contract shall be the lump-sum, fixed-price fee of \$85,700.00.

The effective date of this amendment to the Agreement is 2/1/2023.

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

AMENDMENT NO. 1
To
Agreement Between COUNTY OF INYO and
ARMSTRONG CONSULTANTS
For
On-Call Airport Engineering, Architecture and Planning Services

LONE PINE/DEATH VALLEY AIRPORT – RESURFACE TAXIWAY A AND
CONNECTING TAXIWAYS PROJECT
DESIGN AND CONSTRUCTION PHASE SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
____ DAY OF _____, 2023.

COUNTY OF INYO

CONSULTANT: ARMSTRONG CONSULTANTS

By: _____

By: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM AND
LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING
FORM:

County Auditor

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
ARMSTRONG CONSULTANTS
FOR THE PROVISION OF ON-CALL AIRPORT ENGINEERING, ARCHITECTURE AND
PLANNING SERVICES**

TERM:

FROM: November 1, 2022 **TO:** October 31, 2027

SCOPE OF WORK

The scope of work described in the original Contract, dated November 1, 2022, is revised to include additional tasks required for the completion of the design and construction phase services of the Lone Pine/Death Valley – Resurface Taxiway A and Connecting Taxiways Project, as further described in the attached Task Order B, dated February 22, 2023 from Armstrong Consultants.

**TASK ORDER B
ATTACHMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN SPONSOR AND ENGINEER,
DATED FEBRUARY 22, 2023**

FURTHER DESCRIPTION OF SERVICES OF ENGINEER

1. This Attachment is made a part of and incorporated by reference into the Professional Services Agreement made on November 1, 2022, between **COUNTY OF INYO, CALIFORNIA (Sponsor)** and **ARMSTRONG CONSULTANTS, INC., (Engineer)** providing for professional engineering services. The Services of Engineer as described in the Agreement are amended or supplemented as indicated below and the time periods for the performance of certain services are stipulated as indicated below.

2. **LOCATION** – Lone Pine Airport | Lone Pine, California

3. **WORK PROGRAM** – Attached

Element 1 – Resurfacing Taxiway A and Associated Connector Taxiways (35' x 4,100')

4. **FEES** - The fees will be as noted below. (All lump sums unless noted otherwise)

Element 1 – Project Development \$3,460.00

Element 1 – Design

Preliminary Design \$12,850.00

Final Design \$16,780.00

Element 1 – Bidding Services \$8,090.00

Element 1 – Construction Period Services

Construction Administration Services \$8,380.00

Construction Inspection Services \$24,440.00

Element 1 – Project Closeout \$3,440.00

Element 1 – Special Services

Update Categorical Exclusion \$1,870.00

DBE Program Assistance \$6,390.00

Engineering Total **\$85,700.00**

5. **ATTACHMENTS** - Required Contract Provisions for A/E Contracts Under Airport Improvement Program

SPONSOR:
COUNTY OF INYO, CALIFORNIA

ENGINEER:
ARMSTRONG CONSULTANTS, INC.

Dennis Corsi, President

ELEMENT #1 RESURFCE TAXIWAY A and ASSOCIATED CONNECTOR TAXIWAYS (35'x4,100')

I. PROJECT DEVELOPMENT

The project development phase is intended to complete the necessary preliminary actions required to initiate the project in accordance with established Federal, State and Local policies and procedures.

Activities include:

1. Conduct a pre-design meeting/scoping conference with the Sponsor, FAA, and State to establish parameters for the project definition and work areas, budget, and schedule.
2. Develop preliminary cost estimates for the proposed work.
3. Develop a draft Scope of Work narrative for review and approval. The Sponsor may be required to have an independent fee estimate (IFE) performed to validate the proposed engineering fees. The Engineer will assist the Sponsor in getting reimbursed for the cost of this IFE as part of the grant by preparing a request for reimbursement. Upon receiving approval of the scope of work narrative, engineering fees will be calculated and provided with the final Scope of Work. The Engineer will assist the Sponsor with the submittal of a Record of Negotiations to document the fee negotiation performed for the project.
4. Prepare final Scope of Work and Contract.
5. Prepare Preliminary FAA Grant Application. Preparation of the application will include the following:
 - a. Prepare the following forms: SF424 and FAA Form 5100-100.
 - b. Prepare Project Narrative and Sketch.
 - c. Prepare Preliminary Estimate.
 - d. Prepare the Sponsor's Certifications.
 - e. Attach the current Grant Assurances.

The Engineer will submit the application to the Sponsor for approval and signatures.

II. PRELIMINARY DESIGN

The preliminary design phase is intended to identify and evaluate cost effective and practical solutions for the work items identified. The designer will complete its evaluation of alternatives through contacts with local authorities, field investigations, and a practical design approach. The design will take advantage of local knowledge and experience and utilize expertise from recent construction projects to design a cost-effective project. Cost efficiencies will be realized in a lower initial cost and in lower long-term maintenance costs.

Activities include:

1. A topographical survey will not be required nor completed as part of this project.
2. A geotechnical investigation will not be required nor completed as part of the project.
3. Prepare an overall Construction Safety and Phasing Plan (CSPP) in order to maximize project constructability and operational safety. A draft CSPP will be submitted to the FAA for review and comment when the design is approximately 25-35% complete. This final CSPP will be submitted to the FAA when plans are 95% completed. The final CSPP will be coordinated, by the FAA Program Manager, with other FAA Lines of Business (LOBs). Comments received by the FAA LOBs will be incorporated into the CSPP prior to submitting the bid advertisement for the project.
4. Review and evaluate project layout.
 - a. Determine aircraft usage through coordination with Sponsor and FAA
 - b. Verify existing ALP dimensions and data.
5. Evaluate local conditions:
 - a. Inventory local material suppliers, sources and capabilities.
 - b. Review available record drawings of the project site.
 - c. Conduct one (1) design site visit by the Project Manager for familiarity with the site.
6. Prepare preliminary construction plans. Construction plans will be prepared depicting all of the work involved for Element 1. The following list of drawings will be used as a guideline.

DESCRIPTION		ELEMENT 1
a	Cover Sheet	1 Sheet
b	General Notes, Legend and Survey Control	1 Sheet
c	Marking Removals Plan	2 Sheets
d	Pavement Maintenance and Marking Layout Plans	2 Sheets
e	Typical Details	1 Sheets
f	Construction Safety and Phasing Plan	2 Sheets
TOTAL SHEET COUNT		9 Sheets

Drawings may be added or deleted during the design phase if required.

7. Prepare preliminary contract documents. The Engineer will prepare the contract documents including invitation for bids, instructions to bidders, proposal, equal employment opportunity clauses and applicable wage rates, construction contract agreement, performance bond, payment bond, general and special provisions. Preparation will include establishing the location for the bid opening and description of the work schedule. Contract documents will be prepared early during the design phase and submitted to the FAA and Sponsor for review. Sponsor is ultimately

responsible for reviewing and ensuring construction contract terms comply with local law and requirements.

8. Prepare preliminary technical specifications. The Engineer will assemble the technical specifications necessary for the intended work. Standard FAA specifications will be utilized where possible. Additional specifications will be prepared to address work items or material that is not covered by the FAA specifications.

The standard specifications to be utilized for Elements 1 and 2 may include the following items:

Item C-105	Mobilization
Item P-101	Preparation/Removal of Existing Pavements
Item P-608	Emulsified Asphalt Seal Coat
Item P-626	Emulsified Asphalt Slurry Seal Surface Treatment (Optional)
Item P-620	Runway and Taxiway Marking

9. Prepare preliminary special provisions to address conditions that require additional clarification and/or definition beyond what is described in the standard general provisions or technical specifications. Items may include:
 - a. Project Location Information
 - b. Insurance Requirements
 - c. Contract Period and Work Schedule and Phasing
 - d. Pre-Construction Conference
 - e. Utilities
 - f. Permits, Taxes and Compliance with Laws
 - g. Field Office Requirements
 - h. Haul Roads
 - i. Testing and Staking
 - j. Airport Security, Closure of Air Operations Areas
 - k. Accident Prevention
 - l. Warranty
10. Prepare and submit FAA design Modifications to Standards, in necessary.
11. Conduct preliminary review of the construction plans, technical specifications, contract documents and special provisions by submitting copies of the preliminary documents to the FAA, State and Sponsor and solicit preliminary design review comments.

III. FINAL DESIGN

In the final design phase, the designer will provide well-defined construction requirements, with selected bid alternatives as appropriate to solicit competitive construction bids. Construction schedules will be coordinated around good weather conditions and as little as practical interference with airport operations.

Activities include:

Final Design

1. Incorporate preliminary design comments and respond as necessary to requests for additional information.
2. Calculate Estimated Quantities. The Engineer will calculate all necessary quantities for the various work items in each Element.
3. Prepare Estimate of Probable Construction Cost for each Element. Using the final quantities calculated following the completion of the plans and specifications, the Engineer will prepare the construction cost estimate. The estimate will be based on information obtained from previous projects, contractors, material suppliers and other databases available.
4. Prepare Engineer's Design Report. During the preparation of the construction plans and specifications, an engineer design report will be prepared. The report will include the summary of the project, pavement, drainage design, schedule and cost estimate for the completion of the project. The design report will follow the current FAA Airports guidance where applicable. The design report will be submitted for Sponsor and FAA review. Review comments will be incorporated in the final revised report.
5. Develop work schedules for construction. This task involves dividing the construction work into schedules to allow for maximum contract award flexibility in cases of limited available funds, and allow the project to be executed in a manner that minimizes the disruption of the airport aircraft operations.
6. Submit final CSPP by uploading it to the OE/AAA website. Alternatively, at the request of the FAA PM, the CSPP may be submitted directly to the FAA PM.
7. Prepare 95% design construction plans, technical specifications, contract documents and special provisions.
8. Submit 95% design review package to the FAA, State, and Sponsor and solicit design review comments.
9. Incorporate 95% design review comments and respond as necessary to requests for additional information.
10. Conduct final internal review of all design documents and incorporate any necessary changes. Final review will include one (1) site visit by the Senior Project Manager and Project Engineer to field verify project plans and specifications and to attend a user meeting to discuss the project.
11. Prepare and submit final plans and specifications. Copies will be submitted to the FAA and Sponsor. A final set of plans, specifications and contract documents will be prepared which incorporates

revisions, modifications and corrections determined during the FAA and Sponsor's review. After final plan acceptance, plan sets will be provided to the FAA and Sponsor.

12. Prepare and/or assist with necessary forms:
 - a. Sponsor Quarterly Report
 - b. Strategic Event Coordination Form
 - c. Standard Form 271
 - d. Standard Form 425

IV. BIDDING SERVICES

During the bidding phase of the project, the Engineer will assist the Airport in advertising and letting the project for bid. Engineer will assist in dialogue with potential bidders to quantify bidder questions assist Sponsor in attaining economic bids. Activities outlined below and the fees listed on pages 1-2 cover one iteration of the bidding process. Preparing multiple bid processes, packages, or re-bidding may incur additional or repeated services.

Activities include:

1. Assist the Sponsor with advertising and interpretation of the project requirements. Plans and specifications will be available via the web site of Armstrong Consultants. The Sponsor, State, and FAA will be given a hard copy set of the final plans, specifications and contract documents.
2. Provide technical assistance and recommendations to the Airport during construction bidding.
3. Attend and assist with pre-bid conference. Answer Contractor questions and issue necessary clarifications and addenda. The pre-bid conference will be held on-site by the Senior Project Manager.
4. Provide an on-line bidding platform and read the bids aloud via online video conference at the date, and time agreed by the Sponsor.
5. Prepare an abstract of bids, perform necessary review of the bids to determine responsiveness, and prepare award recommendation letter.
6. Update preliminary Federal Grant Application prepared during Project Development phase based on bids. The Engineer will submit the application to the Sponsor for approval and signatures.
7. Assist in award notification to successful bidder and notify and return bid bonds to the unsuccessful bidders. The DBE goal and all bidding requirements will be reviewed for responsiveness. Any issues or concerns that arise from the bidding documents will be brought to the attention of the Sponsor for clarification.

V. CONSTRUCTION PERIOD SERVICES

During the construction phase of the project, the Engineer will assist the Airport with monitoring, documenting progress for quality and cost control and overall grant administration during construction.

Activities include:

A. Construction Administration Services

1. Coordinate construction contract documents for successful bidder, including contract agreement, bond forms, certificates of inclusion, and Notice to Proceed. Review contractor's bonds, insurance certificates, construction schedules. Review contractor's sub-contracts.
2. Provide Sponsor and FAA with hard copies of the Contract Documents, Specifications, and Construction Plans (digital copies upon request). Provide Contractor with hard and digital copies (one each) of the Contract Documents, Specifications, and Construction Plans; complete with all addenda.
3. Review and accept the Contractor's Safety Plan Compliance Documents prior to issuing the Notice to Proceed.
4. Prepare and submit a Strategic Event Coordination Form.
5. Conduct pre-construction conference. It is assumed that the preconstruction conference will either be held on site the first day of construction or it will be conducted via video conference at some time prior to construction starting.
6. Identify local survey control points used for project design and layout. Engineering staff will assist, as necessary, the resident inspector and Contractor's surveyor during construction by compiling and sending supplemental information regarding issues arising related to construction surveying. Work may include developing alternative survey control based on site conditions discovered during construction and/or findings of the Contractor's surveyor.
7. Provide technical assistance and recommendations to the airport during construction. This item also includes daily construction coordination from the office that does not fit in another item such as phone calls to and from the Contractor, inspector and Owner for project updates, questions, and instruction.
8. Construction Site Visits. This item includes one (1) additional trip to the job site for on-site clarification by the Project Manager.
9. Prepare change orders and supplemental agreements, if required; including appropriate cost/price analyses. All coordination of change orders will be provided by the Engineer.
10. Prepare and confirm monthly payment requests. Payment requests will be reviewed for accuracy with contractor and resident project representative. Engineer will prepare FAA payment documents for the Sponsor. The Sponsor will be required to complete the payment reimbursement through the FAA e-invoicing system.

B. Construction Inspection Services

1. Provide review of all submittals for materials to be used on the project. Review all shop drawings items as required during construction.
2. Provide a full-time resident project representative to monitor and document construction progress for Element 1, confirm conformance with schedules, plans and specifications, measure and document construction pay quantities, document significant conversations or situations, document input or visits by local authorities, etc. Maintain daily log of construction activities. Conduct interviews of the Contractor's and Subcontractor's employees regarding Davis Bacon wage rates and the review of their weekly payroll reports.
3. Prepare and submit weekly inspection reports. Reports will be submitted to the FAA and Sponsor no later than the following week that the report refers to.
4. Conduct final project inspection with the Sponsor, FAA and the contractor. Any punch list items will be noted and coordinated with the contractor for necessary action. It is assumed that the final inspection will be conducted on the final day of inspection and attended by the RPR.

VI. PROJECT CLOSEOUT

During the project closeout phase of the project, the Engineer will assist the Sponsor with compiling all of the reports, documents, and other items necessary to successfully close out the associated grant and provide an accurate historical record for the project.

Activities include:

1. Assist the Sponsor with completing all necessary grant closeout certifications and forms, including final SF425, SF271, draft grant closeout request letter.
2. Prepare record drawings, indicating changes made to the design during construction. The FAA, State, and Sponsor will each receive one copy of the record drawings in half size (11"x17") format, as well as one in electronic format.
3. Prepare Final Engineers Report. The final report will follow the current FAA AIP Final Report guidance.

VII. SPECIAL SERVICES

Special Services are those services that aren't considered "basic" services such as those listed above. When a Special Service is needed that we do not provide in-house, we will contract with other firms that provide those services. The following are activities that are included in this project that fall under Special Service tasks.

Activities include:

1. Assist the Sponsor in updating the Categorical Exclusion package that was originally submitted in 2018. Work is anticipated to include updating the narrative and exhibits to better reflect the actual work proposed by this project.
2. Assist the Sponsor with the Disadvantage Business Enterprise (DBE) Program.
 - a. Update the Sponsor's DBE Plan
 - b. Calculate a new 3-year DBE goal. Research the current State DOT certified DBE listings and area contractors to determine the availability of potential DBE contractors. Use the preliminary cost estimate, developed during the Project Development phase, to determine potential DBE work items.
 - c. Coordinate with Sponsor to assign DBE Liaison and Reconsideration officials.
 - d. Advertise developed DBE goal.
 - e. Finalize the DBE plan and goals and assist the Sponsor in submitting these items to the FAA Civil Rights Office
 - f. Assist the Sponsor with annual DBE utilization reporting.

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
ARMSTRONG CONSULTANTS
FOR THE PROVISION OF ON-CALL AIRPORT ENGINEERING, ARCHITECTURE AND
PLANNING SERVICES**

TERM:
FROM: November 1, 2022 **TO:** October 31, 2027

SCHEDULE OF FEES

The County agrees to pay the Consultant for services performed under the conditions of this agreement the lump sum fixed price amount of \$85,700 for the services detailed in Attachment A-1. The compensation includes reimbursement for all labor, travel, lodging, meals, supplies, field and laboratory testing during the construction phase.

AGREEMENT BETWEEN COUNTY OF INYO
AND Armstrong Consultants
FOR THE PROVISION OF Engineering, Architecture and Planning **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for Airport Engineering, Architecture and Planning services of Armstrong Consultants (hereinafter referred to as "Consultant"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

The Consultant shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Consultant to perform under this Agreement will be made by the Public Works Director. Requests to the Consultant for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Consultant by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Consultant the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by the Consultant at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions.

2. PERFORMANCE PERIOD
(Choose Option 1 or Option 2)

☐ **Option 1 – Standard Contract**

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

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

☒ **Option 2 – On-Call Contracts**

A. This Contract shall go into effect on November 1, 2022, contingent upon approval by County, and Consultant shall commence work after notification to proceed by County's Contract Administrator. The Contract shall end on October 31, 2027, unless extended by Contract amendment.

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

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

3. CONSIDERATION

A. Compensation. County shall pay Consultant in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A which are performed by Consultant at the County's request.

B. Travel and per diem. County shall reimburse Consultant for the travel expenses and per diem which Consultant incurs in providing services and work requested by County under this Agreement. Consultant shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Consultant for approval to incur travel and per diem expenses shall be submitted to the Public Works Director. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Consultant for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Consultant without the prior approval of the County.

C. No additional consideration. Except as provided in this Agreement, Consultant shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Consultant shall not be entitled to, by virtue of this Agreement consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Consultant for services and work performed under this Agreement shall not exceed ten thousand \$ 10,000 .00 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Consultant for services or work performed which is in excess of the contract limit.

E. Billing and payment. Consultant shall submit to the County, once a month, an itemized statement of all hours spent by Consultant in performing services and work described in

Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the hours were worked and describe the nature of the work which was performed on each day. Consultant 's statement to the County will also include an itemization of any travel or per diem expenses, which have been approved in advance by County, incurred by Consultant during that period. The itemized statement for travel expenses and per diem will include receipts for lodging, meals, and other incidental expenses in accordance with the County's accounting procedures and rules. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Consultant on the last day of the month.

F. Federal and State taxes.

- (1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Consultant under the terms and conditions of this Agreement.
- (2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent Consultant's when it is anticipated that total annual payments to Consultant under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).
- (3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Consultant under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.
- (4) The total amounts paid by County to Consultant, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Consultant shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Consultant to provide the services and work described in Attachment A must be procured by Consultant and be valid at the time Consultant enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Consultant must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Consultant at no expense to the County. Consultant will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Consultant and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

6. CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it, Consultant nor its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency from participation in this transaction. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

7. CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offerer/Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

8. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA

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

the costs and expenses incurred by Consultant in providing and maintaining such items is the sole responsibility and obligation of Consultant.

9. DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13)

The Consultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the County deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Consultant from future bidding as non-responsible.

Prompt Payment (§26.29)

The prime Consultant agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 14 days from the receipt of each payment the prime Consultant receives from County. The prime Consultant agrees further to return retainage payments to each subcontractor within 14 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the County. This clause applies to both DBE and non-DBE subcontractors.

10. TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the County encourages the Consultant to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Consultant must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

11. CLEAN AIR AND WATER POLLUTION CONTROL

(Applies to all contracts that exceed \$150,000)

Consultant agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control

Act as amended (33 USC § 1251-1387). The Consultant agrees to report any violation to the County immediately upon discovery. The County assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. Contractor must include this requirement in all subcontracts that exceeds \$150,000.

12. ENERGY CONSERVATION REQUIREMENTS

Consultant and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201 *et seq*).

13. FEDERAL FAIR LABOR STANDARDS ACT (FLSA)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

14. TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the County if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Consultant must require subcontractors provide immediate written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or

- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Consultant or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the County cancellation of the contract or subcontract for default at no cost to the County or the FAA.

15. CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

16. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

17. CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is (☐) is not (☒) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is (☐) is not (☒) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.
- 3) **Term Definitions**
- 4) **Felony conviction:** Felony conviction means a conviction within the preceding twenty-four
- 5) (24) months of a felony criminal violation under any Federal law and includes
- 6) conviction of an offense defined in a section of the U.S. code that specifically classifies
- 7) the offense as a felony and conviction of an offense that is classified as a felony under 18
- 8) U.S.C. § 3559.
- 9) **Tax Delinquency:** A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

18. VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Consultant and all sub-tier Consultants must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled

veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

19. COUNTY PROPERTY

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Consultant by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Consultant will use reasonable care to protect, safeguard and maintain such items while they are in Consultant's possession. Consultant will be financially responsible for any loss or damage to such items, partial or total, which is the result of Consultant's negligence.

B. Products of Consultant's Work and Services. Any and all compositions, publications, plans, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Consultant 's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Consultant will convey possession and title to all such properties to County.

20. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES

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

21. STATUS OF CONSULTANT

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

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

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

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

22. DEFENSE AND INDEMNIFICATION

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

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

23. ACCESS TO RECORDS, REPORTS AND AUDIT

A. Records. Consultant must prepare and maintain an acceptable cost accounting system and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, ordinances, regulations, and directions. The Consultant agrees to provide the County, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Consultant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. Consultant shall maintain these records for a minimum of four (4) years after final payment is made and the termination or completion of this Agreement. Consultant may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Consultant, which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Consultant. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

24. EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Consultant agrees as follows:

(1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be

limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

25. GENERAL CIVIL RIGHTS PROVISIONS

The Consultant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color,

national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Consultant and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

26. TITLE VI – COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. **Compliance with Regulations:** The Consultant (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Consultant of the Consultant’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Consultant’s noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Consultant under the contract until the Consultant complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Consultants, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

27. ASSIGNMENT

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

28. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Consultant or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

County will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. County reserves the right to withhold payments to Consultant until such time the Consultant corrects the breach or the County elects to terminate the contract. The County's notice will identify a specific date by which the Consultant must correct the breach. County may proceed with termination of the contract if the Consultant fails to correct the breach by the deadline indicated in the County's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

29. TERMINATION FOR CONVENIENCE

The County may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the County, the Consultant must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the County all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

County agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

County further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

30. TERMINATION FOR DEFAULT

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by County:** The County may terminate this Agreement in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by County approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project; or
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the County all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

County agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

County further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the County determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the County issued the termination for the convenience of the County.

b) **Termination by Consultant:** The Consultant may terminate this Agreement in whole or in part, if the County:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, County agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If County and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the County's breach of the contract.

In the event of termination due to County breach, the Engineer is entitled to invoice County and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. County agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

31. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph thirty-seven (37) "Amendment" below.

32. CONFIDENTIALITY

Consultant further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Consultant in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Consultant agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Consultant only with the express written consent of the County. Any disclosure of confidential information by Consultant without the County's written consent is solely and exclusively the legal responsibility of Consultant in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

33. CONFLICTS

Consultant agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

34. POST AGREEMENT COVENANT

Consultant agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Consultant agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any County, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Consultant by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

35. SEVERABILITY

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

36. FUNDING LIMITATION

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Consultant of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph thirty-seven (37) "Amendment."

37. AMENDMENT

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

38. NOTICE

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Consultant or County shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

County of Inyo:

Public Works	Department
168 N Edwards St	Address
Independence, CA 93526	City and State

Consultant:

ARMSTRONG CONSULTANTS, INC.	Name
751 Horizon Ct	Address
Grand Junction, CO 81506	City and State

39. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.


---o0o---

AGREEMENT BETWEEN COUNTY OF INYO
AND Armstrong Consultants

FOR THE PROVISION OF Engineering, Architecture and Planning **SERVICES**


IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND
SEALS THIS 28th DAY OF December, 2022.

COUNTY OF INYO

By: 
Signature
Jennifer Roeser
Print or Type Name

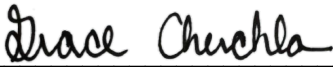
Dated: 12/28/20

CONSULTANT

By: 
Signature
Dennis Corsi
Print or Type Name

Dated: 12.20.22

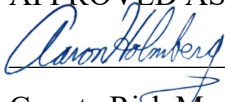
APPROVED AS TO FORM AND LEGALITY:


County Counsel

APPROVED AS TO ACCOUNTING FORM:


County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:


County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO

AND Armstrong Consultants

FOR THE PROVISION OF Airport Engineering, Architecture and Planning **SERVICES**

TERM:

FROM: November 1, 2022

TO: October 21, 2027

SCOPE OF WORK:

This is a five year, on-call Master Services Agreement (Agreement) with Armstrong Consultants (Consultant) for Airport Engineering, Architectural, and Planning Services to be funded by Airport Improvement Program grants through the Federal Aviation Administration (FAA) or other sources. Upon receipt of funding opportunities, the County shall request a Scope of Work and Schedule of Fees for the project from the Consultant. Each new project assigned to the Consultant shall be incorporated into this Agreement by amendment, through action of the Inyo County Board of Supervisors. There is no guarantee that future projects will be assigned to the Consultant under this Agreement; projects are contingent on the availability of project funding.

The initial scope of the Agreement includes the services described in the attached Task Order A.

**TASK ORDER A
ATTACHMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN SPONSOR AND ENGINEER,
DATED NOVEMBER 1, 2022**

FURTHER DESCRIPTION OF SERVICES OF ENGINEER

1. This Attachment is made a part of and incorporated by reference into the Professional Services Agreement made on November 1, 2022, between **INYO COUNTY (Owner)** and **ARMSTRONG CONSULTANTS, INC., (Engineer)** providing for professional engineering services. The Services of Engineer as described in Section 1 of the Agreement are amended or supplemented as indicated below and the time periods for the performance of certain services are stipulated as indicated below.


2. **LOCATION** – Inyo County, California

3. **WORK PROGRAM** – On-Call Engineering and Consulting Services
(See Attached Scope of Work)

4. **FEES** - The fees will be Time and Materials (See Attached Rate Table)

Fees shall not exceed \$10,000.00 without prior approval from the Sponsor

SPONSOR:
INYO COUNTY



ENGINEER:
ARMSTRONG CONSULTANTS, INC.



Dennis Corsi, President

**TASK ORDER A
SCOPE OF WORK
INYO COUNTY
MISCELLANEOUS ON-CALL SERVICES**

This Scope of Work is intended to provide On-Call Planning, Engineering and Consulting Services to support Inyo County for miscellaneous Tasks requested by the Sponsor. The work covered in this scope is generally not funded by Federal or State sources. The intent of this Task Order is to provide an efficient and effective method of executing and completing the various items as needed.

Said Tasks may include, but are not limited to, the preparation and/or update of various drawings, plans, sketches or visual aids, cost estimates, minor design or engineering assignments, feasibility studies, reports and documentation, facilitation or participation in conferences or meetings, reviewing other consultant work products, and/or site visits and evaluation of conditions.

Engineer's services for the above described Tasks will be provided in accordance with mutually agreed upon assignments and may include one or more of the services listed above. Tasks will be assigned and/or agreed upon in writing with sufficient description to ensure the deliverables, level of effort and timeframe are understood. Invoices will be submitted monthly or upon completion of a specific Task or milestone.

Rate Table

Work activities will be billed in accordance with hourly rate table listed below. Cumulative fees under this Task Order shall not exceed \$10,000 without prior approval from the Sponsor. Cumulative and current balance updates for the overall Task Order contract limit will be provided with each invoice.

DESCRIPTION	HOURLY RATE
Principal	\$242/hr
Senior Project Manager	\$193/hr
Project Manager	\$175/hr.
Project Engineer	\$147/hr.
Project Planner	\$143/hr.
Senior Drafter / Designer	\$147/hr
Designer	\$121/hr.
Field Eng. Supervisor	\$147/hr.
Resident Project Representative	\$135/hr.
Project Coordinator	\$99/hr.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND Armstrong Consultants

FOR THE PROVISION OF Airport Engineering, Architecture and Planning **SERVICES**

TERM:

FROM: November 1, 2022

TO: October 21, 2027

SCHEDULE OF FEES:

This is a five year, on-call master service agreement (Agreement) with Armstrong Consultants (Consultant) for Airport Engineering, Architectural, and Planning Services to be funded by Airport Improvement Program grants through the Federal Aviation Administration (FAA) or other funding sources. Any future work assigned to the Consultant shall be incorporated into this Agreement by amendment, through action of the Inyo County Board of Supervisors, and would include a Scope of Work and Schedule of Fees. There is no guarantee that future projects will be assigned to the Consultant under this Agreement; projects are contingent on the availability of project funding.

The schedule of fees for the initial scope of this Agreement is included in the document Task Order A, included in Attachment A: Scope of Work of this Agreement.

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO

AND Armstrong Consultants

FOR THE PROVISION OF Airport Engineering, Architecture and Planning **SERVICES**

TERM:

FROM: November 1, 2022

TO: October 21, 2027

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

This is a five year, on-call Master Services Agreement (Agreement) with Armstrong Consultants (Consultant) for Airport Engineering, Architectural, and Planning Services to be funded by Airport Improvement Program grants through the Federal Aviation Administration (FAA) or other sources. Upon receipt of funding opportunities, the County shall request a Scope of Work and Schedule of Fees for the project from the Consultant. Each new project assigned to the Consultant shall be incorporated into this Agreement by amendment, through action of the Inyo County Board of Supervisors. There is no guarantee that future projects will be assigned to the Consultant under this Agreement; projects are contingent on the availability of project funding.

No travel or per diem payments are included in the initial Agreement.

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO

AND Armstrong Consultants

FOR THE PROVISION OF Airport Engineering, Architecture and Planning **SERVICES**

TERM:

FROM: November 1, 2022

TO: October 21, 2027

SEE ATTACHED INSURANCE PROVISIONS

The following insurance requirements will apply to all work carried out under this Agreement unless modified for a specific project by amendment.

2022 Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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 for engineering services** and no less than **\$1,000,000 per occurrence for planning services**. If a general aggregate limit applies, either the general aggregate limit shall apply separate to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage. Provision may be waived with signed letter on contractor's letterhead certifying that no auto or mobile equipment will be used for/during the execution of the contract.
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. May be waived with signed letter on contractor's letterhead certifying that contractor has no employees.
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, **\$4,000,000** aggregate.

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

OTHER INSURANCE PROVISIONS

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

2022 Insurance Requirements for Professional Services

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

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

Umbrella or Excess Policy: The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

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

Waiver of Subrogation: Contractor hereby grants to Inyo County a waiver of any right to subrogation which any insurer of said Contractor may acquire against Inyo County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Inyo County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions: Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by Inyo County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Inyo County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Inyo County reserves the right to obtain a copy of any policies and endorsements for verification.

2022 Insurance Requirements for Professional Services

Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Inyo County.

Claims Made Policies: If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

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

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

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

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



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

February 25, 2025

Reference ID:
2025-22

Fiscal Year 2024-2025 California Children's Services Plan Health & Human Services - Health/Prevention ACTION REQUIRED

ITEM SUBMITTED BY

Laura Kennedy, Nurse Supervisor

ITEM PRESENTED BY

Anna Scott, Health & Human Services Director

RECOMMENDED ACTION:

A) Amend the Fiscal Year 2024-2025, California Children's Services (CCS) Treatment (045500) as follows: decrease revenue in State Grants (4498) by \$4,178.00 and decrease appropriation in Professional Services (5265) by \$4,178.00 (4/5ths vote required); and

B) Ratify and approve the CCS Plan for Fiscal Year 2024-2025 to ensure the continuation of medical services to eligible children in Inyo County and authorize the Chairperson to sign certification statements.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Department of Health & Human Services is requesting ratification of the CMS Plan for FY 2024-2025 because the Department of Health Care Services traditionally releases budget information for CMS programs several months after the fiscal year begins. Historically this plan was for Child Health and Disability Prevention (CHDP), Foster Care Nurse (HCPCFC), California Children's Services (CCS) and Medical Therapy Program (MTP) funding to operate mandated services to children. As of July 1, the CHDP Administrative allocation was terminated and we only now receive funding for the required Foster Care Nursing requirements. Foster Care will be a separate plan and will be submitted to the Board in the future.

For the CCS Program, we were given a new administrative allocation for Monitoring and Oversight (M&O). We will be using that new funding to reassign an Administrative Analyst to meet the new data requirements. The funding source for county CCS programs is a combination of monies appropriated by the county, State General Funds, and the federal government. AB 948 mandates that the State and county CCS programs share in the cost of providing specialized medical care and rehabilitation to physically handicapped children through allocations of State General Fund and county monies. The amount of State money available for the CCS program is determined annually through the Budget Act.

We did not receive the State allocations until after the county budgets had been approved. We are requesting approval to amend our budget to match the State allocation and budget and ratification, approval and authorization for the Board Chair to sign the required documents.

FISCAL IMPACT:

Funding Source	Grant Funded (Department of Health Care Services)	Budget Unit	045500 and 045501
Budgeted?	Yes	Object Code	4498
Recurrence	Ongoing Expenditure	Sole Source?	N/A

If Sole Source, provide justification below

Current Fiscal Year Impact
As described in the summary above, there have been changes in funding. We know have an administrative allocation for data submissions. We are using this new funding to reassign a current employee to meet these new requirements.
Future Fiscal Year Impacts
The Department is monitoring program letters for any other future funding changes.
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Declining this funding would prevent Health & Human Services from providing children with complex health care needs, and their families, with case management services.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Enhanced Health, Social, & Senior Services

APPROVALS:

Laura Kennedy	Created/Initiated - 1/30/2025
Darcy Israel	Approved - 1/30/2025
Laura Kennedy	Approved - 2/12/2025
Laura Kennedy	Approved - 2/12/2025
Melissa Best-Baker	Approved - 2/13/2025
Anna Scott	Approved - 2/13/2025
Keri Oney	Approved - 2/13/2025
John Vallejo	Approved - 2/13/2025
Amy Shepherd	Approved - 2/14/2025
Nate Greenberg	Final Approval - 2/18/2025

ATTACHMENTS:

1. Inyo-24-25 CCS Certification Statement
2. Inyo-24-25 CCS Incumbant List
3. Inyo 24-25 Certificate of County Appropriation (signed)

Children's Medical Services Plan and Fiscal Guidelines
Certification Statement - California Children's Services (CCS)

County/City: Inyo

Fiscal Year: 2024-25

I certify that the CCS Program will comply with all applicable provisions of Health and Safety Code, Division 106, Part 2, Chapter 3, Article 5, (commencing with Section 123800) and Chapters 7 and 8 of the Welfare and Institutions Code (commencing with Sections 14000-14200), and any applicable rules or regulations promulgated by DHCS pursuant to this article and these Chapters. I further certify that this CCS Program will comply with the Children's Medical Services Plan and Fiscal Guidelines Manual, including but not limited to, Section 9 Federal Financial Participation. I further certify that this CCS Program will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.) and recipients of funds allotted to states for the Maternal and Child Health Services Block Grant pursuant to Title V of the Social Security Act (42 U.S.C. Section 701 et seq.). I further agree that this CCS Program may be subject to all sanctions or other remedies applicable if this CCS Program violates any of the above laws, regulations and policies with which it has certified it will comply.

Signature of CCS Administrator

Date Signed

Signature of Director or Health Officer

Date Signed

I certify that this plan has been approved by the local governing body.

Signature of local governing body chairperson

Date Signed

Incumbent List - California Children's Services

For FY 2024-25 complete the table below for all personnel listed in the CCS budgets. Use **the same** job titles for both the budget and the incumbent list. Total percent for an individual incumbent should **not be over 100 percent**.

Specify whether job duty statements or civil service classification statements have been revised or changed. Only submit job duty statements and civil service classification statements that are new or have been revised. This includes (1) changes in job duties or activities, (2) changes in percentage of time spent for each activity, and (3) changes in percentage of time spent for enhanced and non-enhanced job duties or activities.

County/City:		Inyo		Fiscal Year: 2024-2025	
Job Title	Incumbent Name	FTE % on CCS Admin Budget	Have Job Duties Changed? (Yes or No)	Has Civil Service Classification Changed? (Yes or No)	
Registered Nurse	Dena Dondero	10%	NO	NO	
HHS Specialist III - PH	Emma Williams	75%	NO	NO	
Office Tech III	Vacant	3%	NO	NO	
Administrative Analyst III	Joey Peterson	5%	NO	NO	

Certification of County Appropriation

California Children Services (CCS) Program
Fiscal Year 2024-2025

CCS Diagnostic, Treatment, and Vended Therapy; CCS Medi-Cal Rx; Optional Targeted Low-Income Children’s Program; CCS Dental; and/or Medical Therapy Program (MTP) Therapy

County Name: INYO

Fiscal Year 2024-2025 CCS County Appropriation

	County Funds Only
➤ CCS Diagnostic, Treatment, and Vended Therapy	\$ 10,444.00
➤ CCS Drug Intermediary (Medi-Cal Rx)	
➤ CCS Dental	
➤ Optional Targeted Low-Income Children’s Program (formerly HF)(Includes Diagnostic, Treatment, and Vended Therapy)	\$ 2,000.00
➤ MTP Therapy (DOES NOT include Vended Therapy)**	\$ 2,000.00
➤ Total Appropriation of County Only Funds FY 2024-2025	\$ 14,444.00

** The State will match on a dollar-for-dollar basis the amount of county funds allocated by a county for funding the county’s MTP, exclusive of vended therapy, up to the level of the county’s capped State MTP allocation for the fiscal year.

I hereby certify that the amount(s) of funds identified above have been appropriated as the County’s share of the CCS Program Diagnostic, Treatment, and Vended Therapy; CCS Medi-Cal Rx; CCS Dental; Optional Targeted Low-Income Children’s Program; and/or MTP Therapy costs for the CCS Program in Fiscal Year 2024-2025.

County of Inyo		(760) 878-0343	
Organization Name		Phone Number	
P.O. Drawer R	Independence	CA	93526
Address	City	State	Zip Code

Christie Martindale	Assistant Auditor Controller
Printed Name of Signer	Title of Signer
CHRISTIE MARTINDALE	Digitally signed by CHRISTIE MARTINDALE Date: 2024.08.14 13:10:18 -07'00'
Signature of County Auditor or Deputy Director	08/14/2024 Date

Please e-mail the completed form with an electronic signature to: ISCDFiscal@dhcs.ca.gov

Submit



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

February 25, 2025

Reference ID:
2025-90

Owens Valley Groundwater Authority Annual Meeting - February 27, 2025

Water Department

NO ACTION REQUIRED

ITEM SUBMITTED BY

Holly Alpert, Water Director

ITEM PRESENTED BY

Holly Alpert, Water Director

RECOMMENDED ACTION:

Provide direction to the Owens Valley Groundwater Authority representatives in advance of the Owens Valley Groundwater Authority meeting scheduled for February 27, 2025.

BACKGROUND / SUMMARY / JUSTIFICATION:

The next meeting of the Owens Valley Groundwater Authority (OVGA) will be its regular annual meeting, which will be held February 27, 2025, at the Water Department in Independence. The agenda was still in development at the time of this writing. The draft agenda is attached, and highlights of the agenda are included below.

The OVGA will consider adopting a 2025-26 budget as required by the Joint Powers Agreement (JPA). The proposed budget is balanced as required by the OVGA bylaws. As part of this agenda item, the Inyo Board of Supervisors is requested to consider whether Inyo County will contribute additional funding to the OVGA in 2025-26. In the current year, no member organization provided additional funding, and the OVGA relied on its fund balance to balance the budget. The proposed budget also assumes no members will elect to provide additional funding. Members that contribute to the 2025-26 budget will acquire additional votes according to the formula in Article IV, Section 2 of the JPA. If no members provide a contribution, each member will have two votes, and Interested Parties will have one vote each.

The following work efforts are included in the proposed 2024-25 budget: implementing the well registration and reporting program, annual reporting to Department of Water Resources, well permit review, administration for OVGA meetings, and acquiring water quality and land subsidence data from ongoing monitoring programs. The proposed 2025-26 budget assumes a similar level of effort by OVGA staff as the current year, and the OVGA will continue to rely on the administrative, legal, and technical expertise provided by Inyo County and the City of Bishop.

OVGA staff was made aware that a Groundwater Sustainability Plan (GSP) was not submitted for the Fish Slough sub-basin, which is a distinct sub-basin within the Owens Valley Groundwater Basin. This was an administrative oversight when the GSP was submitted in 2022. The policy of the OVGA board was to submit a GSP that covers the entire basin, so it is the intention of staff to submit the OVGA GSP, which already covers Fish Slough, for the Fish Slough sub-basin.

OVGA staff will update the OVGA board on the implementation of Ordinance 2022-01, which requires well owners who pump more than 2 acre-feet/year to register their wells and report their pumping. The deadline for registering wells was April 1, 2024. To date, 26% of eligible well owners have registered their wells.

OVGA staff will present the draft Water Year 2023 annual report to the OVGA board. This document reports on various types of groundwater monitoring conducted during the water year, including groundwater levels and change in groundwater storage. The presentation of the draft report will also commence a 30-day public comment period.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to give direction to the County's OVGA representatives.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

City of Bishop, Indian Creek-Westridge Community Services District, Big Pine Community Services District, Owens Valley Committee, Lone Pine Paiute-Shoshone Tribe

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Climate Resilience and Natural Resource Protection

APPROVALS:

Holly Alpert	Created/Initiated - 2/6/2025
Darcy Israel	Approved - 2/6/2025
Holly Alpert	Approved - 2/12/2025
John Vallejo	Approved - 2/13/2025
Amy Shepherd	Approved - 2/13/2025
Nate Greenberg	Final Approval - 2/16/2025

ATTACHMENTS:

1. OVGA Draft Agenda - Feb 27, 2025

**Owens Valley Groundwater Authority
Board of Directors Regular Meeting Agenda**

February 27, 2025

2:00 PM

Inyo County Water Department

135 S. Jackson St.

Independence, CA 93526

All members of the public are encouraged to participate in the discussion of any items on the Agenda. Members of the public will be allowed to speak about each agenda item before the Board of Directors takes action on it. Any member of the public may also make comments during the scheduled "Public Comment" period on this agenda concerning any subject related to the Board of Directors or the Owens Valley Groundwater Authority.

Public Notice: In Compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting please contact Laura Piper at (760) 878-0001. (28 CFR 35.102-35.104 ADA Title II). Notification 48 hours prior to the meeting will enable the OVGA to make reasonable arrangements to ensure accessibility to this meeting. Should you because of a disability require alternative formatting of this agenda, please notify Laura Piper 72 hours prior to the meeting to enable the OVGA to make the agenda available in a reasonable alternative format. (Government Code Section 54954.2).

NOTICE TO THE PUBLIC: The Owens Valley Groundwater Authority will conduct this meeting in person at the Inyo County Water Department located at 135 South Jackson St. in Independence, CA. The public may attend in person or via a Zoom webinar. This in-person meeting will be conducted in accordance with local and State Department of Public Health orders and guidance and requirement of the California Division of Occupational Safety and Health (CalOSHA). The OVC committee member will be attending the meeting remotely from 329 W. Payne St., Independence, CA.

The Zoom webinar is accessible to the public at:
<https://us02web.zoom.us/j/88342542165?pwd=PvVPl5pK5QCh5cYubMswbvmYtuzjbl.1>

Remote participation for members of the public is provided for convenience only. In the event that the remote participation connection malfunctions for any reason, the OVGA reserves the right to conduct the meeting without remote access.

To join by phone, refer to the numbers and webinar ID at the bottom of the agenda. To provide public comment, at the appropriate agenda item during the meeting, press the raise your hand button in the Zoom window. Public comment also may be provided by emailing comments, limited to **250 words or less**, prior to the meeting or before the staff report for the item has ended. Efforts will be made to read your comment, but submittals longer than 250 words may not be read or may be summarized due to time limitations. All comments will be made a part of the record. Please submit a separate email for each item that you wish to comment upon to lpiper@inyocounty.us, and identify in the subject line of the email which agenda item the comment addresses.

OPEN SESSION (With the exception of timed items, all open-session items may be considered at any time and in any order during the meeting at the Board's discretion.)

1. Pledge of allegiance
2. Introductions
3. Public comment

4. Approval of minutes from the July 18, 2024, OVGA Board meeting
 5. Board member reports
 6. OVGA staff reports
 - a. Financial report
 - b. Form 700 reminder
 7. Updating the Conflict of Interest code
 8. Approval of Amendment #1 to the Executive Manager Staff Services Contract to update staff hourly rates
 9. Presentation of draft 2025-26 OVGA budget and consideration of a final budget
 10. Fish Slough Sub-Basin GSP
 11. Ordinance 2022-01 Well Registration Program update
 12. Water Year 2023 OVGA Annual Report
 13. Meeting schedule
 14. Adjourn
-

Join the February 27, 2025, OVGA webinar:

Or One tap mobile :

+16694449171,,86378470348#,,, *297048# US

+16699006833,,86378470348#,,, *297048# US (San Jose)

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

+1 669 444 9171 US

+1 669 900 6833 US (San Jose)

Webinar ID: 883 4254 2165

Passcode: 102812

International numbers available: <https://us02web.zoom.us/j/kqIfbhlQI>



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

February 25, 2025

Reference ID:
2025-95

Approval of Contribution of District 5 Transient Occupancy Tax District Improvement Funds to Death Valley National Park for Community Center Improvements

County Administrator

ACTION REQUIRED

ITEM SUBMITTED BY

Nate Greenberg, County Administrative Officer

ITEM PRESENTED BY

Nate Greenberg, County Administrative Officer

RECOMMENDED ACTION:

- A) Approve the Donation Agreement between the County of Inyo and Death Valley National Park for the purpose of allocating the Transient Occupancy Tax District Improvement Fund and authorize the County Administrative Officer to sign; and
B) Authorize the payment of \$67,749.00 to Death Valley National Park.

BACKGROUND / SUMMARY / JUSTIFICATION:

During its December 20, 2022 meeting, the Board approved the new Transient Occupancy Tax (TOT) District Improvement Fund (TOTDIF) Budget Policy, which moved the funds that were previously retained by TOT Operators (such as hotels and motels) to instead have them remitted to the County as part of their standard TOT remittal. These funds (which are held in a separate, dedicated trust) are reserved for the purpose of investing in projects or other initiatives which improve the experience of residents and visitors throughout the County.

On December 10, 2024, the Board of Supervisors voted to support amending the Fiscal Year 2024-2025 budget to place \$167,749 into the TOT DIST 5 IMPRV FUND budget. Following that action, Supervisor Kingsley indicated that it was his desire to direct \$100,000 of these funds to support the Southern Inyo Fire Protection District (SIFPD), and the remaining \$67,749 to support the development of the Death Valley National Park Community Center.

This item effectuates the second of those requests by bringing forward a Donation Agreement between Inyo County and Death Valley National Park which specifies the approved use for those funds.

FISCAL IMPACT:

Funding Source	Non-General Fund	Budget Unit	510407
Budgeted?	Yes	Object Code	5539

Recurrence	One-Time Expenditure	Sole Source?	N/A
If Sole Source, provide justification below			
Current Fiscal Year Impact			
\$67,749 for Fiscal Year 2024-2025			
Future Fiscal Year Impacts			
N/A			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:
 Your Board could choose to not approve the distribution of funds as requested herein and they would remain in the District 5 Transient Occupancy Tax District Improvement Fund account for future use. This is not recommended as Supervisor Kingsley specifically requested the funds be allocated as suggested.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:
 None.

STRATEGIC PLAN ALIGNMENT:
 Thriving Communities | Community Supporting Infrastructure Improvements

APPROVALS:

Nate Greenberg	Created/Initiated - 2/14/2025
Darcy Israel	Approved - 2/14/2025
Keri Oney	Approved - 2/18/2025
John Vallejo	Approved - 2/18/2025
Amy Shepherd	Approved - 2/18/2025
Nate Greenberg	Final Approval - 2/18/2025

ATTACHMENTS:

- Inyo - DVNP Community Center Donation Agreement

**Donation Agreement Between
the County of Inyo and Death Valley National Park
Concerning FY 2022-2023 District Improvement Fund Allocation**

WHEREAS, in December 2022, the County of Inyo ("County") established a Transient Occupancy Tax (TOT) District Improvement Fund (DIF) which sets aside the 4% TOT Operator Allowance into a dedicated fund established for each district in which the revenue was earned; and

WHEREAS, on an annual basis, each Supervisor is provided with the opportunity to decide how funds from their District may be utilized to improve community service which benefit residents and visitors; and

WHEREAS, the Death Valley National Park (DVNP) is a critically important tourism destination in Inyo County and contributes to a significant portion of the Transient Occupancy Tax earned by Inyo County; and

WHEREAS, the DVNP also houses a number of permanent, year-round residents in the form of National Park Service and concessioner employees who do not currently have access to a community center space for meetings, social gatherings, or emergency sheltering purposes; and

WHEREAS, Inyo County has been working with DVNP to assist with the conversion of a former school building in Furnace Creek to serve as a community center facility for these residents; and

WHEREAS, the County is now interested in contributing one-time funds to DVNP to provide financial support toward the betterment of that facility.

Now, therefore, the County of Inyo and Death Valley National Park agree as follows:

1. Inyo County will make a one-time contribution of funds in the amount of \$67,749 to DVNP;
2. DVNP may spend these funds on any aspect of the community center project for which they see fit;
3. DVNP shall track these funds separately from other monies such that there can be clear understanding around their use;
4. DVNP shall report to the Inyo County Administrative Office on any and all uses of the funds. In December of each year until all of the funding is exhausted, DVNP shall provide a letter to Inyo County indicating whether funds were used, how funds were used, and the balance of funds remaining;

5. DVNP will recognize Inyo County by way of logo placement or printed "Supported by Inyo County" or other statement agreed to by the Inyo County Administrative Office, on any product, material, or other physical item created using these funds.

COUNTY OF INYO

DEATH VALLEY NATIONAL PARK

By: _____

County Administrator

MICHAEL
REYNOLDS
By: _____
Park Superintendent

Digitally signed by MICHAEL REYNOLDS
Date: 2025.02.07 15:27:58 -08'00'

APPROVED AS TO FORM AND LEGALITY:

John-Carl Vallejo
John-Carl Vallejo (Feb 10, 2025 08:56 PST)

County Counsel

APPROVED AS TO ACCOUNTING FORM:

Amy Shepherd

County Auditor



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG

COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS

ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

February 25, 2025

Reference ID:
2024-359

Partial Assignment of Rights Granted to California Broadband Corporation to the California Department of Technology County Administrator ACTION REQUIRED

ITEM SUBMITTED BY

Scott Armstrong, Regional Broadband Coordinator

ITEM PRESENTED BY

Scott Armstrong, Regional Broadband Coordinator

RECOMMENDED ACTION:

Approve Resolution No. 2025-06, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Authorizing the Partial Assignment of Rights Grant to the California Broadband Corporation to the California Department of Technology," and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

The California Broadband Cooperative, Inc. (CBC) sold the Digital 395 middle-mile network assets to the California Department of Technology in order to make the existing Digital 395 middle-mile network part of the State's Middle-Mile Broadband Network. The purchase agreement closed on October 31, 2024.

Article XII, paragraph (c) of the CBC Bylaws provides that CBC may not "sell, lease, or dispose of any asset belonging to the Class A Members, or any of them, without the express written agreement of the Board of Supervisors of the affected Class A Members." The County of Inyo is a Class A member of the CBC.

California Broadband Cooperative, Inc. ("CBC") owned and operates a fiber-optic communications backbone between Reno, NV and Barstow, CA known as "Digital 395," a portion of which is located within Inyo County. To enable installation and operation of Digital 395, the County in 2011 granted a license enabling CBC's use of County land and County rights-of-way.

As a consequence of the State's acquisition of the Digital 395 backbone, the State requires certain rights to use County land and rights-of-way that were granted to CBC under the License. To continue operating its last-mile service distribution network following the purchase, CBC requires certain ongoing rights set forth in the License.

Section 44 of the License provides in relevant part that Licensee "shall not sublease, assign, transfer, mortgage, or otherwise convey this Agreement, or any of its rights and interests hereunder, including its license rights and interests granted by this Agreement, without the prior written consent of County." If requested, CBC will promptly submit a processing fee payment of \$1,200 to the County for consideration

of the proposed assignment, in accordance with Section 44.d. of the License. The processing fee can be waived by the Director.

FISCAL IMPACT:

Funding Source	N/A	Budget Unit	N/A
Budgeted?	N/A	Object Code	N/A
Recurrence	N/A		
Current Fiscal Year Impact			
None.			
Future Fiscal Year Impacts			
<p>Following the transfer of the property rights for the middle-mile network assets, Inyo County tax jurisdictions can expect a loss of property tax revenue from the CBC. The property tax revenue from CBC assets in the past has been approximately \$75,000 annually, and while a new assessment hasn't yet occurred, we can expect a 50%-75% reduction in the the property tax revenue from the CBC's remaining last-mile assets.</p> <p>The property tax revenue from the CBC is distributed to the County, City, School Districts and Special Districts, and the loss of revenue to the taxing jurisdictions affected by the partial transfer of property rights is expected to be a proportionate percentage of their normal distributions, which is approximately 29% County, 60% School Districts, 1% City of Bishop, 10% Special Districts.</p> <p>The Inyo County pays the CBC just over \$36,000 annually for Internet service and network connections at the County facilities.</p> <p>According to the California Constitution, Article XIII, Sec. 3, "The following are exempt from property taxation: (a) Property owned by the State."</p>			
Additional Information			

Loss of property tax revenue amounting to the majority of the annual tax revenue from CBC which was approximately \$75,000 annually.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to not approve this resolution. This is not recommended as there is mutual interest and benefit in transferring the Digital 395 network assets to the California Department of Technology.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Not Applicable

APPROVALS:

Scott Armstrong	Created/Initiated - 1/13/2025
Darcy Israel	Approved - 1/13/2025
Scott Armstrong	Approved - 1/13/2025
Michael Errante	Approved - 1/15/2025
Scott Armstrong	Approved - 1/17/2025
John Vallejo	Approved - 1/17/2025
Amy Shepherd	Approved - 2/4/2025
Christie Martindale	Approved - 2/5/2025

ATTACHMENTS:

1. Resolution - California Broadband Corporation Transfer-Partial Assignment
2. Inyo County Partial Assignment of License
3. Resolution No. 2011-45

RESOLUTION NO. 2025-XX

A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, AUTHORIZING THE PARTIAL ASSIGNMENT OF RIGHTS GRANTED TO THE CALIFORNIA BROADBAND CORPORATION TO THE CALIFORNIA DEPARTMENT OF TECHNOLOGY

WHEREAS, the County of Inyo (County) adopted Resolution 2011-45 making certain findings and authorizing the County to grant certain property rights to the California Broadband Corporation (CBC); and

WHEREAS, the County did grant those certain property rights to the CBC; and

WHEREAS, the CBC entered into a sale agreement with the California Department of Technology (CDT) requiring the transfer of certain assets to the CDT, including those acquired by the CBC from the County; and

WHEREAS, the CBC membership has duly authorized the sale in accordance with Article XII, paragraph (b) of the CBC Bylaws; and

WHEREAS, the County finds that the agreement between the CBC and the CDT is in the best interest of the County's constituents.

NOW, THEREFORE, BE IT RESOLVED by the Inyo County Board of Supervisors that, based on the foregoing, the Board approves the County's entry into the agreement to convey a partial assignment of rights, title and interest in, and obligations under LICENSE AGREEMENT FOR USE OF COUNTY LAND FOR NODE SITES, COMMUNITY SERVICE CABINET SITES, ANCHOR SITES, AND FOR USE OF COUNTY RIGHTS OF WAY FOR UNDERGROUND FIBER OPTIC TRANSMISSION LINES, from the CBC to the CDT, as set forth in the attached Agreement, and directs the Board Chairperson to sign said Agreement on behalf of the County.

PASSED AND ADOPTED on this ____ day of _____ 2025, by the Inyo County Board of Supervisors, County of Inyo, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Scott Marcelin, Chairperson
Inyo County Board of Supervisors

ATTEST:

NATE GREENBERG
Clerk of the Board

By: _____
Darcy Ellis, Assistant

REQUEST FOR CONSENT OF PARTIAL ASSIGNMENT:

LICENSE AGREEMENT FOR USE OF COUNTY LAND FOR NODE SITES, COMMUNITY SERVICE CABINET SITES, ANCHOR SITES, AND FOR USE OF COUNTY RIGHTS OF WAY FOR UNDERGROUND FIBER OPTIC TRANSMISSION LINES

1. Background.

- a. California Broadband Cooperative, Inc. ("CBC" or "Assignor") owns and operates a fiber optic communications backbone between Reno, NV and Barstow, CA known as "Digital 395," a portion of which is located within Inyo County.
- b. Inyo County in 2011 granted a license enabling CBC's use of County land and County rights of way ("*License Agreement for Use of County Land for Node Sites, Community Service Cabinet Sites, Anchor Sites, and for Use of County Rights of Way for Underground Fiber Optic Transmission Lines*," executed by CBC and the County on November 22, 2011, a true and correct copy of which is attached hereto as Exhibit 2 to the California State Form STD 213 attached hereto as Attachment A ("License Agreement")).
- c. On October 31, 2024, the State of California Department of Technology ("State" or "Assignee") purchased from CBC ("Purchase") the Digital 395 fiber optic backbone ("Backbone").
- d. As a consequence of the State's acquisition of the Digital 395 backbone ("Backbone"), the State requires certain rights to use County land and rights-of-way that were granted to CBC under the License Agreement.
- e. To continue operating its distribution network ("CBC Distribution Network"), CBC requires its retention of certain ongoing rights set forth in the License Agreement.
- f. Assignor desires to partially assign its right, title and interest in, and obligations under, the License Agreement, as amended as set forth below, to Assignee, and Assignee desires to accept such partial assignment and assume such obligations, all on the terms and conditions set forth below.
- g. All provisions of the partially assigned License Agreement will remain in full force and effect as to the License Agreement rights partially assigned to the Assignee, with the exception of the amendments set forth below which shall be applicable to the License Agreement as partially assigned to the Assignee.
- h. Section 44 of the License Agreement provides in relevant part that Licensee "shall not sublease, assign, transfer, mortgage, or otherwise convey this Agreement, or any of its rights and interests hereunder, including its license rights and interests granted by this Agreement, without the prior written consent of County."

In accordance with the foregoing, CBC requests the consent of the County to effect a partial assignment of the License Agreement to the State subject to certain amendments as set forth below.

2. Scope of Assignment.

CBC requests the County's consent to the assignment by CBC to the State as part of the Purchase those rights under the License Agreement (and associated obligations) necessary or helpful to the State's ongoing operation, maintenance, upgrade or expansion of the Backbone. CBC proposes to retain those rights under the License Agreement (and associated obligations) necessary or helpful to CBC's ongoing operation, maintenance, upgrade or expansion of the CBC Distribution Network.

- a. *License Rights Assigned to State.* CBC proposes to assign to the State the following License rights relating to the Backbone:

- i. Exclusive License for Node Sites (License Agreement Section 1; Exhibit A, Exhibits B-2, B-3), to the extent described in paragraph 2(c) below and designated in Attachment B hereto.
 - ii. Non-Exclusive License for Underground Fiber Optic Transmission Lines (License Agreement Section 4), to the extent described in paragraph 2(c) below and designated in Attachment B attached hereto.
 - iii. Temporary Exclusive License for Construction Laydowns, Staging Areas and Depots (License Agreement Section 5), to the extent described in paragraph 2(c) below and designated in Attachment B hereto.
- b. License Rights Retained by CBC. CBC will retain the following License rights following the Purchase relating to the CBC Distribution Network:
 - i. Exclusive License for Node Sites (License Agreement Section 1; Exhibit A, Exhibit B-1), to the extent described in paragraph 2(c) below.
 - ii. Exclusive License for Community Service Cabinet Sites (License Agreement Section 2).
 - iii. Non-Exclusive License for Anchor Sites (License Agreement Section 3).
 - iv. Non-Exclusive License for Underground Fiber Optic Transmission Lines (License Agreement Section 4), to the extent described in paragraph 2(c).
 - v. Temporary Exclusive License for Construction Laydowns, Staging Areas and Depots (License Agreement Section 5), to the extent described in paragraph 2(c).
- c. Allocation of Certain License Rights. With respect to the “Exclusive License for Node Sites” described in Section 1 of the License Agreement, CBC proposes to assign such rights to the State only to the extent they relate to the Independence Node and Olancha Node described in Exhibit A and Exhibits B-2 (Independence Node) and B-3 (Olancha Node). With respect to the “Non-Exclusive License for Underground Fiber Optic Transmission Lines” described in Section 4 of the License Agreement, and the “Temporary Exclusive License for Construction Laydowns, Staging Areas and Depots” described in Section 5 of the License Agreement, CBC proposes to assign such rights to the State only to the extent they relate to certain of the “Transmission Line Corridors” (as such term is used in the License Agreement) making up the Backbone and to retain such rights as they relate to the CBC Distribution Network currently installed or that may be installed in the future. Attachment B identifies the Transmission Line Corridors making up the Backbone for which these License Agreement rights are proposed to be assigned to CDT.

3. Amendments.

CBC further requests that the License Agreement, as partially assigned to the State, be amended as follows:

State Form STD 213	California State Form STD 213 in the form attached hereto as Attachment A shall be executed and attached to the face of the License Agreement.
Section 35. Indemnification	In Subsection a., insert: “To the extent permitted by law,” following “In General” and prior to “Licensee shall defend, indemnify...”
Section 37. Licensee Maintenance of Insurance	Insert a new Subsection k: “Self-Insurance. Licensee may fulfill its obligations under this Section 37 by providing County with a letter of self-insurance.”

Section 40(b). Assessment of Penalties	Section 40(b) shall not apply to the State. The text of such Section shall be deleted and replaced with the following: “[Intentionally deleted.]”
Section 49. Non-Appropriation of Funds	A new Section 49 shall be added with the following text inserted: “If the term of this Agreement extends into fiscal years subsequent to that in which it is approved, such continuation of this Agreement is contingent on the appropriation of funds for such purpose by the California State Legislature. If funds to affect such continued payment are not appropriated, Licensor agrees to terminate any affected License, terminate any services supplied to Licensee under this Agreement, and relieve Licensee of any further obligation with respect thereto.
Section 50. Payment Provisions	A new Section 50 shall be added with the following text inserted: “All payments made pursuant to this Agreement shall be made in accordance with the payment provisions attached as Exhibit J to California State Form STD 213.”
Exhibit J to State Form STD 213	Payment provisions shall be attached as Exhibit J to California State Form STD 213.
Exhibits F and G to the License Agreement	Exhibit F to the License Agreement shall be deleted and replaced with the following: “[Intentionally deleted.]”. Exhibit G to the License Agreement shall be amended and restated to reflect only those Transmission Line Corridors making up the Backbone designated in Attachment B for allocation to CDT.

4. Effect of Partial Assignment and Amendments.

After giving effect to the partial assignment of the License Agreement to the State and the amendment thereof as so assigned as set forth above, the License Agreement would apply to CBC and the State as follows:

- a. **CBC**. As retained by CBC, the License Agreement and all of the terms and provisions thereof would continue to apply to CBC, except that (i) Section 1 would apply to CBC only with respect to the Big Pine Node described in Exhibit A and Exhibit B-1, and (ii) Sections 4 and 5 would apply to CBC only with respect to the CBC Distribution Network.
- b. **State**. As assigned to the State, the License Agreement and all of the terms and provisions thereof, as amended in the manner described above, would apply to the State, except that (i) Section 1 would apply to the State only with respect to the Independence Node and Olancho Node described in Exhibit A and Exhibit B-2 and B-3, (ii) Sections 2 and 3 would not apply to the State, and such Sections, and any cross-references to the rights and obligations provided only under such Sections, would be disregarded and of no force or effect as to the State, and (iii) Sections 4 and 5 would apply to the State only with respect to the Transmission Line Corridors making up the Backbone designated for assignment to the State on Attachment B.

- c. **Independence of CBC and State Rights and Obligations.** The rights and obligations of the State under the License Agreement as amended and partially assigned to the State, and the rights and obligations of CBC under the License Agreement as partially retained by CBC, shall be wholly independent, as if each of CBC and the State had entered into its own license agreement with the County. Without limiting the foregoing, each of the State and CBC may, with the agreement of the County, alter, extend or modify in any respect any of its respective rights and obligations under the License Agreement without notice to or consultation with the other.

5. Contacts

California Broadband Cooperative, Inc (Assignor):	Scott Armstrong 873 N. Main Street, Suite 223 Bishop, CA 93514 sarmstrong@inyocounty.us
California Department of Technology (Assignee)	Mark Monroe PO BOX 1810 Rancho Cordova, CA 95741 (916) 956-6768 Mark.monroe@state.ca.gov

Approval:

Inyo County, California (the "County") consents to the partial assignment of the License Agreement as set forth above, as amended as set forth above.

The County represents and warrants to the State that, (i) except as may be identified above there are no amendments, modifications or other agreements supplementing, modifying or in any way affecting the express terms and conditions of the License Agreement, (ii) the License Agreement is in full force and effect, and (iii) no event of default or breach of the License Agreement exists, and no fact or circumstance exists which, with the giving of notice or the passage of time, would constitute an event of default or breach under the License Agreement by either the County or, to the best of the County's knowledge, CBC.

As a means of satisfying the documentary requirements of the State of California, the County agrees to execute and deliver to the State a Form STD 213 in the form attached hereto as Attachment A, and agrees that such Form STD 213 (collectively with the attachment pages appended thereto and included within Attachment A) may be attached to the face of the License Agreement as partially assigned to the State and as amended as set forth above, and shall become a part thereof.

This assignment shall be of no force or effect until the following conditions precedent have been satisfied (a) the County shall have consented to this assignment (whether by signing this assignment consent or providing other form of written consent to this assignment), and (b) the County shall have completed and submitted to CDT the following forms: (1) Byrd Anti-Lobbying Amendment Form, (2) Federal Debarment Certification Form, (3) California Civil Rights Laws Attachment Form, and (4) STD 1000 Generative Artificial Intelligence Reporting and Fact Sheet Form.

INYO COUNTY, CALIFORNIA

BY: _____

TITLE: _____

DATE: _____

Attachment A:
State Form STD 213

[Completed STD 213 to be inserted here]

[Exhibits to STD 213 continue on following pages]

**LICENSE AGREEMENT FOR USE OF COUNTY LAND FOR NODE SITES,
COMMUNITY SERVICE CABINET SITES, ANCHOR SITES, AND FOR USE OF
COUNTY RIGHTS OF WAY FOR UNDERGROUND FIBER OPTIC
TRANSMISSION LINES**

1. OBJECTIVE

The attached **License Agreement for Use of County Land for Node Sites, Community Service Cabinet Sites, Anchor Sites, and for Use of County Rights of Way for Underground Fiber Optic Transmission Lines**, dated as of November 22, 2011 (the "License Agreement"), as amended and partially assigned by the "Partial Assignment and Amendment" described below, is by and between the County of Inyo, California, as licensor (the "County") and California Department of Technology, as licensee ("CDT").

The County originally entered into the License Agreement with California Broadband Cooperative, Inc., a California corporation ("CBC") as the County's licensee. Pursuant to a certain Asset Purchase Agreement between CDT and CBC, CDT purchased from CBC a certain fiber optic broadband backbone and related assets (the "Purchase"). The assets acquired by CDT through the Purchase include, to the extent of the "Partial Assignment and Amendment" described below, CBC's rights and obligations under the License Agreement.

CBC requested and obtained the County's agreement to allow for the partial assignment to CDT of CBC's rights and obligations under the License Agreement, and the amendment of the License Agreement as partially assigned to CDT, as follows (collectively, the "Partial Assignment and Amendment"):

- a. **Partial Assignment**. As partially assigned to CDT, the License Agreement and all of the terms and provisions thereof (as amended in the manner described below), apply to CDT, except that:
 - i. Section 1 applies to CDT only with respect to the Independence and Olancho nodes described in Exhibit A and Exhibits B-1 and B-2.
 - ii. Sections 2 and 3 do not apply to CDT and such Sections, and any cross-references to the rights and obligations provided only under such Sections, shall be disregarded and of no force or effect as to CDT, and
 - iii. Sections 4 and 5 apply to CDT only with respect to the Transmission Line Corridors making up the Backbone as designated on the restated Exhibit G attached hereto and incorporated herein.

- b. **Amendment.** The License Agreement, as partially assigned to CDT, has been amended as follows:

State Form STD 213	The County has acknowledged and agreed that this California State Form STD 213 shall be executed and attached to the face of the License Agreement and become a part thereof.
Section 35. Indemnification	Section 35 is amended in Subsection a. by the insertion of "To the extent permitted by law," following "In General" and prior to "Licensee shall defend, indemnify..."
Section 37. Licensee Maintenance of Insurance	Section 37 is amended by the insertion of a new Subsection k: " Self-Insurance. Licensee may fulfill its obligations under this Section 37 by providing County with a letter of self-insurance."
Section 40(b). Assessment of Penalties	Section 40(b) shall not apply to the State. The text of such Section shall be deleted and replaced with the following: "[Intentionally deleted.]"
Section 49. Non-Appropriation of Funds	A new Section 49 shall be added with the following text inserted: "If the term of this Agreement extends into fiscal years subsequent to that in which it is approved, such continuation of this Agreement is contingent on the appropriation of funds for such purpose by the California State Legislature. If funds to affect such continued payment are not appropriated, Licensor agrees to terminate any affected License, terminate any services supplied to Licensee under this Agreement, and relieve Licensee of any further obligation with respect thereto."
Section 50. Payment Provisions	A new Section 50 shall be added with the following text inserted: "All payments made pursuant to this Agreement shall be made in accordance with the payment provisions attached as Exhibit J to California State Form STD 213."

Exhibit J to State Form STD 213	Payment provisions shall be attached as Exhibit J to California State Form STD 213.
Exhibits F and G to the License Agreement	Exhibit F to the License Agreement shall be deleted and replaced with the following: ["Intentionally deleted."]. Exhibit G to the License Agreement shall be amended and restated to reflect only those Transmission Line Corridors making up the Backbone designated in Attachment B for allocation to CDT.

- c. **Effectiveness of Partial Assignment and Amendment.** The Partial Assignment and Amendment became effective upon the consummation of the Purchase.

2. PURPOSES OF AMENDMENT

This Amendment memorializes the Partial Assignment and Amendment of the License Agreement as described above.

3. AMENDMENT TO AGREEMENT; EFFECT OF AMENDMENT ON AGREEMENT

The Partial Assignment and Amendment as described above shall be deemed to be part of the License Agreement, and any reference in the License Agreement to "this Agreement" shall mean and be a reference to the License Agreement as amended and partially assigned to CDT by the Partial Assignment and Amendment as described above unless the context requires otherwise. Any terms or provisions of the License Agreement that are neither made inapplicable to CDT nor amended by the Partial Assignment and Amendment are unchanged and remain applicable to the License Agreement as partially assigned to CDT and amended by the Partial Assignment and Amendment as described above.

Amended and Restated Exhibit G

[Transmission Corridor Lines applicable to CDT to be depicted here.]

Exhibit J to State Form STD 213:

Payment Provisions

1. Payments will be made by CDT no later than 45 days after receipt of an undisputed invoice in arrears in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et seq.
2. Invoices shall be submitted in triplicate or electronically.
3. County will submit its invoice to CDT using ONE of the following options referencing the Contract Number or Agency Order Number:
 - a. Send via U.S. Mail in **TRIPLICATE** to:
California Department of Technology

707 3rd Street, 2nd Floor North

West Sacramento, CA 95605

Attn: MMBI Contract Administrator

Email: Kawika.Nunenkamp@state.ca.gov
 - OR**
 - b. Send electronically to: mmbi.pmo@state.ca.gov
4. These provisions are subject to Section 49 related to termination for non-appropriation of funds.

Exhibit 2 to State Form STD 213

License Agreement

(Prior to Giving Effect to Partial Assignment and Amendment)

Attachment B:

Transmission Line Corridors

(Allocation of CDT Rights Under License Agreement Sections 4 and 5)

RESOLUTION NO. 2011- 45

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO,
STATE OF CALIFORNIA, APPROVING A LICENSE AGREEMENT WITH
CALIFORNIA BROADBAND COOPERATIVE, INC. FOR USE OF COUNTY LAND
FOR NODE SITES AND ANCHOR SITES, AND FOR USE OF COUNTY RIGHTS OF
WAY FOR UNDERGROUND FIBER OPTIC TRANSMISSION LINES**

WHEREAS, much of Inyo County has either no access or limited access to high-speed broadband, and even those areas that have such access do not have the higher speeds and broadband capacities available in more populated areas; and

WHEREAS, California Broadband Cooperative, a California nonprofit corporation (CBC), was awarded Federal grant funding under the National Telecommunications and Information Administration's Broadband Technology Opportunities Program, and State grant funding under the California Advanced Services Fund for the Project, to construct and install a 583-mile fiber optic "middle mile" broadband communications network between Reno, Nevada and Barstow, California to provide broadband services in the Eastern Sierra Regions of California and Nevada (referred to herein as "the Project"); and

WHEREAS, as a condition of the grant funding, the Project is to be operated as an open-access system, meaning that legally qualified persons or entities will be allowed to acquire services from the Project at or above T-1 service levels at a competitive price for their consumption or for the provision of commercial services to others; and

WHEREAS, the Project is in the nature of a public-private partnership and, among other things, the three key counties of Mono, Inyo, and Kern have permanent seats on CBC's Board of Directors to assure on-going local government representation in setting policy for the Project; and

WHEREAS, pursuant to Inyo County Resolution 2010-22, incorporated herein by this reference, the County has made findings of public benefits from the Project, expressed its conceptual support, and conditionally committed financial and administrative support for the Project; and

WHEREAS, many other state and local agencies have made similar in-kind contributions in support of the Project, without which this Project would not be feasible; and

WHEREAS, CBC is a public utility corporation and has obtained a Certificate of Public Convenience and Necessity ("CPCN") from the State of Nevada authorizing it to provide telecommunications services in that state, and CBC has applied for a CPCN in the State of California and expects to have that certificate issued by the CPUC, which will authorize it to provide telecommunications services in the State of California; and

WHEREAS, CBC desires to use certain County rights of way to install underground fiber optic transmission lines and appurtenances and to use certain parcels owned or leased by the County (County Property) to construct, install, repair and maintain node sites, and anchor sites in support

of underground fiber optic transmission lines for the purpose of transmitting high-speed, high-capacity broadband communications service in accordance with the terms and conditions of the grant funding and the CPCNs; and

WHEREAS, Government Code section 25526.6 authorizes the County to grant a license for use of County real property to any public utility corporation in the manner and on such terms and conditions as the Board determines, upon a finding by the Board that the conveyance is in the public interest and that the interest in land conveyed will not substantially conflict or interfere with the use of the property by the County; and

WHEREAS, Inyo County is willing to grant CBC the right to use such County Property in accordance with the terms, covenants and conditions of the License Agreement For Use of County Land for Node Sites, Community Service Cabinet Sites, and Anchor Sites, and For Use of County Rights of Way for Undergrounding Fiber Optic Transmission Lines (“the License Agreement”) attached hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS, the Project has been analyzed under the California Environmental Quality Act (CEQA) by the California Public Utilities Commission (CPUC) as the lead agency, and by the federal Department of Commerce’s National Telecommunications and Information Administration (NTIA) as lead agency under the National Environmental Policy Act (NEPA), which agencies jointly prepared an Environmental Assessment/Initial Study, which is incorporated herein by this reference; and

WHEREAS, on November 10, 2011, the CPUC approved a Mitigated Negative Declaration for the Project, which is incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED by the Inyo County Board of Supervisors that the County is a responsible agency under CEQA with respect to the Project and, as such, has read and considered the analysis of environmental impacts and the Mitigated Negative Declaration prepared by the California Public Utilities Commission as lead agency under CEQA (see 14 CCR § 15096).

BE IT FURTHER RESOLVED that the use of the Staging Area in Big Pine as well as Fall Road and Shop Street in Olancho for underground cables, are not substantial changes to the Project as evaluated in the Mitigated Negative Declaration and would not induce significant environmental effects or substantially increase the severity of previously identified effects.

BE IT FURTHER RESOLVED that the mitigation measures attached hereto as Exhibit B are feasible, reduce any potential impacts of the project to less than significant and are hereby adopted; and that the Mitigation Monitoring and Reporting Plan attached hereto as Exhibit B is hereby adopted to the extent applicable within Inyo County.

BE IT FURTHER RESOLVED that the Inyo County Board of Supervisors finds that the proposed license fee waivers and other in-kind contributions to the Project to be provided by the County in the License Agreement attached hereto as Exhibit A, and that the consideration to be received by the County from CBC through the License Agreement, support public purposes of

the County by, among other things, facilitating the Project, which will bring new and improved infrastructure for high-speed broadband telecommunications to residents and visitors of the County. The Board is informed and believes that without such contributions and support by the County and by other local agencies, this Project would not be feasible.

BE IT FURTHER RESOLVED that the County hereby waives any charges for staff time and permits associated with the Project's construction and for any temporary use of County property during construction.

BE IT FURTHER RESOLVED that pursuant to Government Code section 25526.6, the Board finds that the conveyances of interests in County real property contained in the License Agreement are in the public interest and that such interests conveyed to CBC will not substantially conflict or interfere with use of that property by the County.

BE IT FURTHER RESOLVED that based on the foregoing, the Board approves County entry into the License Agreement and directs the Board Chairperson to sign said Agreement on behalf of the County.

BE IT FURTHER RESOLVED that Planning Department staff are directed to prepare, post, and file a Notice of Determination under CEQA with respect to the County's approval of the License Agreement set forth herein.


PASSED AND ADOPTED on this 15th day of November, 2011, by the Inyo County Board of Supervisors, County of Inyo, by the following roll call vote:

AYES: Supervisors Arcularius, Cash, Pucci, Fortney and Cervantes

NOES: -0-

ABSTAIN: -0-

ABSENT: -0-



Susan Cash, Chairperson
Inyo County Board of Supervisors

ATTEST:

KEVIN CARUNCHIO
Clerk of the Board

By: 

Pat Gunsolley, Assistant

**LICENSE AGREEMENT
FOR USE OF COUNTY LAND FOR NODE SITES, COMMUNITY SERVICE CABINET
SITES, ANCHOR SITES, AND FOR USE OF COUNTY RIGHTS OF WAY FOR
UNDERGROUND FIBER OPTIC TRANSMISSION LINES**

(County of Inyo – California Broadband Cooperative, Inc.)

Table of Contents

RECITALS	5
AGREEMENT	6
1. Grant of Exclusive License for Node Sites	6
2. Grant of Exclusive License for Community Service Cabinet Sites	6
3. Grant of Non-Exclusive License for Anchor Sites:	6
4. Grant of Non-Exclusive License Underground Fiber Optic Transmission Lines	7
5. Grant of Temporary Exclusive License for Construction Laydowns, Staging Areas and Depots:	7
6. Definitions	7
a. Licenses mean collectively	7
b. License Areas	7
c. Installation	7
d. Node Site Equipment	8
e. CSC Site Equipment	8
f. Anchor Site Equipment	8
g. Site Equipment	8
h. Underground Facilities	8
i. System	8
j. Public Roads	8
7. Term	8
a. Term	8
b. Extension of Term to Remove Hazardous Materials	8
8. Licensee Fees	8
a. Node Sites	8
b. CSC Sites -	9
c. Transmission Line Corridors	9
d. Laydowns	9
e. Staging Areas and Depots -	9
f. Definition- License Fees	9
g. Payment of License Fees	9
h. CPI Adjustments	9
i. Late Payments	10
j. Public Roads	10
9. Purpose	10
a. In General	10
b. Specific Use of Node Sites, CSC Sites and Anchor Sites	10
c. Specific Use of Transmission Line Corridors -	10
d. Specific Use of Laydowns, Staging Areas and Depots	10
e. No Nuisance	11
f. Open-Access System	11
10. Annual financial Reporting Required by Grant Funding	11
11. Physical Condition of License Areas; Title to License Areas	11
12. Approval of Plans	11

a.	Approval of Plans for Node Sites, CSC Sites, Anchor Sites and Depots	10
b.	Approval of Plans for Underground Facilities	10
13.	Permitting:	12
14.	Construction Time Lines – Commencement and Completion:	12
15.	Duties upon Completion of Construction	13
a.	As-Built Plans	13
b.	Conformity to State Law for State Public Roads	13
16.	Prevailing Wages:	13
17.	Force Majeure:	13
18.	Surety Bond:	13
a.	Bond Content	13
b.	General Requirements	14
c.	Taking of Bond not Exclusive Remedy	14
19.	Road Modifications	14
20.	Road Crossings:	14
21.	Bridges:	14
22.	Repair, Maintenance, and Replacement of System	14
a.	In General	14
b.	Fencing and Gates on Node Sites	15
c.	Debris	15
d.	Erosion or Damage to Public Roads	15
e.	County Maintenance Waiver	15
f.	Failure by Licensee to Repair and Maintain	15
g.	Failure by Licensee to Protect Public Roads	16
23.	Utilities and Services; Modification of Utilities	16
a.	In General	16
b.	Constructive Abandonment of FF&E	16
c.	FF&E as Security	16
24.	Taxes and Assessments	17
25.	Licensee’s Facilities, Fixtures and Equipment	17
a.	In General	17
b.	Constructive Abandonment of FF&E	17
c.	FF&E as Security	15
26.	No Interference	17
a.	By Licensee	17
b.	By County	17
27.	Removal or Abandonment of Site Equipment - Procedures	17
a.	Application to Director	17
b.	Contents of Application	17
c.	Application for Permit	18
d.	Completion of Work	18
e.	Removal of Hazardous Materials	18
f.	Quitclaim Deed	18
28.	Removal or Abandonment Compliance for Site Equipment	18
a.	Additional Orders	18
b.	Failure by Licensee to Comply	18
c.	Director Decision to Abandon in Place or Remove	18
29.	Removal or Abandonment of Underground Facilities – Procedures	18

a.	Application to Public Works Department	18
b.	Contents of Application	18
c.	Application for Permit.....	19
d.	Completion of Work.....	19
e.	Removal of Hazardous Materials.....	19
f.	Quitclaim Deed	19
30.	Removal or Abandonment Compliance for Underground Facilities	19
a.	Additional Orders.....	19
b.	Failure by Licensee to Comply	19
c.	Public Works Department Decision to Abandon in Place or Remove.....	19
31.	Damage and Destruction.....	19
32.	Condemnation.....	20
33.	Right of Inspection.....	20
34.	Hazardous Materials	20
a.	No Hazardous Materials.....	20
b.	Clean Up of Hazardous Materials	20
c.	Failure by Licensee to Clean Up	20
d.	Receipt of Notice of Violation	20
35.	Indemnification	21
a.	In General.....	21
b.	Environmental	21
c.	Survival of Indemnification Obligations.....	21
36.	Release and Waiver; Waiver of Civil Code Section 1542.....	21
a.	Release and Waiver.....	21
b.	Waiver of Civil Code Section 1542	21
37.	Licensee Maintenance of Insurance.....	22
38.	Liens and Encumbrances	24
39.	Breach by Licensee.....	24
a.	In General.....	24
b.	Specific Breaches	24
c.	Breach of Bylaws/Public	24
40.	Remedies of County.....	25
a.	Termination or Continuance of Agreement	25
b.	Assessment of Penalties	25
c.	County Right to Cure	25
d.	Remedies Not Exclusive	25
41.	No Waiver of Breach	25
42.	Force Majeure	25
a.	Definition	25
b.	Consequences	25
43.	Quiet Possession	26
44.	Assignment and Subletting	26
a.	No Assignment or Subletting	26
b.	Failure to Obtain Consent	26
c.	No Waiver or Limitation on Consent.....	26
d.	Processing Fee.....	26
e.	Licensee in Compliance	26
f.	Hypothecation to Creditor.....	26

g.	New Bond Required	26
45.	Notices	27
46.	Authorized Agent of County	27
47.	Agreement Preempted or Superseded: Franchise Ordinance Controlling	27
a.	Preempted or Superseded	27
b.	Validity of Remainder	27
48.	Miscellaneous Provisions	28
a.	Negation of Partnership	28
b.	Conflict of Interest	28
c.	Nondiscrimination	28
d.	Incorporation of Prior Agreements	28
e.	Remedies not Exclusive	28
f.	Severability	29
g.	Governing Law; Venue	29
h.	Compliance with Laws	29
i.	Successors	29
j.	No Third Party Beneficiaries	29
k.	Covenants and Conditions	29
l.	Modification	29
m.	Authorization	29
n.	Construction	29
o.	Recitals	29
p.	Captions	29
q.	Exhibits	29
r.	Time of Essence	29

**LICENSE AGREEMENT
FOR USE OF COUNTY LAND FOR NODE SITES, COMMUNITY SERVICE CABINET
SITES, ANCHOR SITES, AND FOR USE OF COUNTY RIGHTS OF WAY FOR
UNDERGROUND FIBER OPTIC TRANSMISSION LINES**

(County of Inyo – California Broadband Cooperative, Inc.)

THIS LICENSE AGREEMENT (this “**Agreement**”), is executed at Independence, California, on November 22, 2011 (“**Execution Date**”), by and between the **COUNTY OF INYO**, a political subdivision of the State of California (“**County**”), as **Licensor**, and **CALIFORNIA BROADBAND COOPERATIVE, INC.**, a California non-profit corporation (“**Licensee**”). County and Licensee are referred to individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

- A. County owns land in various locations throughout Inyo County (“**Property**”).
- B. County owns fee title to, or holds recorded or prescriptive easements in, or otherwise maintains certain public roads as part of the County road system, throughout Inyo County (“**Rights of Way**”).
- C. Licensee has been awarded Federal grant funding under the National Telecommunications and Information Administration’s Broadband Technology Opportunities Program (“**BTOP**”) to construct and install a 583-mile fiber optic “middle mile” broadband communications network between Reno, Nevada and Barstow, California to provide broadband services in the Eastern Sierra Regions of California and Nevada (“**Project**”). Licensee has also been awarded State of California grant funding under the California Advanced Services Fund (“**CASF**”) for the Project. The Project is a BTOP and CASF-funded (collectively “**Grant Funding**”) public-private partnership governed by bylaws (“**Bylaws**”), under the terms of which the three key Counties of Mono, Inyo and Kern have permanent seats on Licensee’s Board of Directors (“**Board of Directors**”) to assure on-going local government representation in setting policy for the Project.
- D. A condition of the Grant Funding, and a condition of this Agreement and the grants contained herein, is that the Project be operated as an open-access system, meaning that legally qualified persons or entities will be allowed to acquire services from the Project at or above T-1 service levels at a competitive price for their consumption or for the provision of commercial services to others.
- E. Licensee has obtained a Certificate of Public Convenience and Necessity (“**CPCN**”) from the State of Nevada authorizing Licensee to provide telecommunications services in that State. Licensee has applied for a CPCN in the State of California and expects to have that certificate issued by the CPUC, which will authorize it to provide telecommunications services in the State of California. As such, Licensee will be operating in both states as a telephone corporation pursuant to the terms and conditions of the CPCNs.

F. Licensee desires to use portions of the Property to construct, install, repair and maintain node sites and anchor sites in support of underground fiber optic transmission lines for the purpose of transmitting high-speed, high-capacity broadband communications service in accordance with the terms and conditions of the Grant Funding and the CPCNs.

G. County is willing to grant Licensee the right to use portions of the Property for node sites and anchor sites in accordance with the terms, covenants and conditions of this Agreement.

H. Licensee desires to use certain Rights of Way to install underground fiber optic transmission lines and appurtenances for the primary purpose of transmitting high-speed, high-capacity broadband communications service in accordance with the terms and conditions of the Grant Funding and the CPCNs.

I. County is willing to grant Licensee the concurrent right to use certain Rights of Way for the installation of underground fiber optic transmission lines and appurtenances in accordance with the terms, covenants and conditions of this Agreement.

J. It is the desire of County to utilize portions of the Property and certain Rights of Way for the benefit of the general public by Licensee's development of the Project and use by Licensee in providing high-speed, high-capacity broadband communications service in accordance with the terms and conditions of the Grant Funding and the CPCNs.

AGREEMENT

1. **Grant of Exclusive License for Node Sites:** County grants an exclusive license to Licensee, and Licensee accepts the license from County ("**Node Sites License**"), for use of and access to node sites, 24/7, on which Licensee will install Node Site Equipment in support of the System ("**Node Sites**"). Each Node Site is approximately 1,600 square feet, or an approximate 35' by 45' parcel of land. The Node Sites are approximately 60 to 80 miles apart. The Node Sites are generally described in **Exhibit "A"** and the Node Sites and the access routes to the Node Sites are shown on the Site Maps attached as **Exhibit "B-1, B-2 & B-3."** A typical Node Site layout is shown on **Exhibit "C."**

2. **Grant of Exclusive License for Community Service Cabinet Sites:** County grants an exclusive license to Licensee, and Licensee accepts the license from County ("**CSC Sites License**"), for use of and access to Community Service Cabinet ("**CSC**") sites, 24/7, on which Licensee will install CSC Site Equipment in support of the System ("**CSC Sites**"). Each CSC Site is approximately 100 square feet, or an approximate 10'x10' parcel of land. The CSC Sites are generally described in **Exhibit "A-1."** A typical CSC Site layout is shown on **Exhibit "C-1."**

3. **Grant of Non-Exclusive License for Anchor Sites:** County grants a non-exclusive license to Licensee, for no fee, and Licensee accepts the license from County ("**Anchor Sites License**"), for use of and access to its Anchor Site Equipment located either in vaults near County-owned or operated public facility buildings, or inside such public facility buildings, acting as public

facility anchor sites in support of the System (“**Anchor Sites**”). If the Anchor Sites are inside public facility buildings, access shall be during the normal business hours of the building or, in the case of an emergency, upon 24 hours prior written notice to County. The Anchor Sites are generally described in **Exhibit “D”** and the Anchor Sites and the access routes over and across County’s Public Roads and Property to the Anchor Sites are shown on the Site Maps attached as **Exhibit “E.”** County acknowledges and agrees that the Anchor Sites described in **Exhibit “D”** are those that, as of the Execution Date, have been approved by NTIA under the Grant Funding, and as the list changes with approval by the NTIA under the Grant Funding, **Exhibit “D”** shall be likewise revised. However, if the location or number of Anchor Sites within the County change, and after seeking direction from the County’s Board of Supervisors, County believes that the changes in location or number of Anchor Sites impacts the benefit of the Project to County, County reserves the right to negotiate with Licensee to amend the list to the reasonable satisfaction of County, with both Parties using good faith efforts to reach mutual agreement, and if not, to seek redress with NTIA.

4. Grant of Non-Exclusive License Underground Fiber Optic Transmission Lines:

County grants a non-exclusive license to Licensee, and Licensee accepts the license from County (“**Transmission Line Corridors License**”), 24/7, for underground fiber optic transmission line corridors within the Rights of Way, either connecting between the Nodes Sites or connecting to the Anchor Sites (“**Transmission Line Corridors**”). The Transmission Line Corridors are generally described in **Exhibit “F”** and shown on the Site Maps attached as **Exhibit “G.”** Licensee expressly acknowledges and agrees that the Transmission Line Corridors License is non-exclusive to Licensee, and that County retains concurrent rights to use the Transmission Line Corridors and to grant concurrent use rights to third parties, subject to County’s compliance with the no interference protections in **Section 26.b**. Licensee shall also have access over and across County’s Public Roads and Property as necessary to access the Transmission Line Corridors.

5. Grant of Temporary Exclusive License for Construction Laydowns, Staging Areas and Depots: Subject to the terms of encroachment permits issued by the Public Works Department as provided in **Section 12**, County grants a temporary exclusive license to Licensee, and Licensee accepts the license from County (“**Construction Areas License**”) to use the Transmission Line Corridors as “**Laydowns**” for the temporary storage of small amounts of construction materials for the Transmission Lines, as shown on the Site Maps attached as **Exhibit “G.”** Licensee may also use the parcels shown on **Exhibit “H”** as “**Staging Areas**” for the temporary storage of larger amounts of construction materials for a segment of the Transmission Lines, and “**Depots**” operating as manned, fixed, secured sites to take delivery of large amounts of construction materials for the Transmission Lines. Licensee shall have temporary use of such Staging Areas, Laydowns and Depots (collectively “**Construction Areas**”) during the course of its construction of the Project. If County leases any of the property that encompasses one of the Laydowns, Staging Areas or Depots listed on Exhibit H, County’s grant of a license to Licensee shall be conditioned upon Licensee also obtaining the express written permission of County’s landlord for such property.

6. Definitions:

- a. **Licenses** mean collectively the Node Sites License, the Anchor Site License, the Transmission Line Corridors License and the Construction Areas License.
- b. **License Areas** mean collectively the Node Sites, the Anchor Sites, the Transmission Line Corridors and the Construction Areas.
- c. **Installation** means the actual construction, erection or laying of the means of transmission for operation of the System.

d. **Node Site Equipment** means an approximate 12'x26' building on an approximate 14'x27' concrete pad, back-up generator, propane tank, tower and related appurtenances, and the communications equipment, including vaults, conduit, fiber optic cabling, base stations, antennas, poles, dishes or masts, power systems, wiring and accessories installed on a Node Site by Licensee to operate the Node Site for the System. The Node Site shall be secured with a 6' high County-approved fence, shall contain only equipment belonging to Licensee, shall be used only for the Project and shall be maintained as provided in **Section 22**.

e. **CSC Site Equipment** means an approximate 4'x8' cabinet on an approximate 6'x8' concrete pad, communications equipment, conduit, fiber optic cabling, wiring, power systems and accessories installed on a CSC Site by Licensee to operate the CSC Site for the System. The CSC Site shall contain only equipment belonging to Licensee, shall be used only for the Project and shall be maintained as provided in **Section 22**.

f. **Anchor Site Equipment** means the ports, termination racks or similar equipment, located either in vaults near public facility buildings, or inside public facility buildings, installed on an Anchor Site by Licensee to operate the Anchor Site for the System.

g. **Site Equipment** means collectively the Node Site Equipment, the CSC Equipment and the Anchor Site Equipment.

h. **Underground Facilities** mean the underground transmission lines installed in Transmission Lines Corridors within Rights of Way, of an approximate 6' width, containing only conduit, vaults and fiber optic cabling, to transmit high-speed, high-capacity broadband communications service in accordance with the terms and conditions of the Grant Funding and CPCNs. The Transmission Lines Corridors shall contain only equipment belonging to Licensee, shall be used only for the Project and shall be maintained as provided in **Section 22**.

i. **System** means the entire communications system installed, operated, repaired and maintained on the Node Sites, the CSC Sites and the Anchor Sites, and within the Transmission Line Corridors, under the terms of the Approvals granted by the Governmental Authorities, as defined and provided in **Section 12**.

j. **Public Roads** mean the public highways, streets, roads, ways, alleys and places as they now or hereafter exist within County, and that are subject to the jurisdiction of County, whether owned by County in fee, held by County under a recorded or prescriptive easement or otherwise part of the County road system.

7. Term:

a. **Term** - The term of this Agreement ("**Term**") shall commence on the Execution Date and terminate 20 years thereafter, unless sooner terminated as provided herein.

b. **Extension of Term to Remove Hazardous Materials** - If any Hazardous Materials are found on the License Areas, County may, in its sole discretion, require Licensee to remain in possession of the License Areas beyond the Term until the County determines that such Hazardous Materials have been cleaned up and are no longer present, in accordance with **Section 34**. Hazardous Materials, as used in this Agreement, shall be defined as stated in **Exhibit "I."**

8. Licensee Fees:

a. **Node Sites** - As consideration for the Licensee to use the Node Sites during the Term, commencing on the Execution Date and on each annual anniversary of the Execution Date during the Term, Licensee shall pay to County the amount of \$2,131 for each Node Site, subject to annual adjustment as provided in **Section 8.h** ("**Node Sites License Fee**"). However, County shall waive the Node Sites License Fee during the Term, conditioned on

Licensee's full compliance with all terms, covenants and conditions of this Agreement during the Term.

b. **CSC Sites** - As consideration for the Licensee to use the CSC Sites during the Term, commencing on the Execution Date and on each annual anniversary of the Execution Date during the Term, Licensee shall pay to County the amount of \$500 for each CSC Site, subject to annual adjustment as provided in **Section 8.h** ("**CSC Sites License Fee**"). However, County shall waive the CSC Sites License Fee during the Term, conditioned on Licensee's full compliance with all terms, covenants and conditions of this Agreement during the Term.

c. **Transmission Line Corridors** - As consideration for the Licensee to use Rights of Way for Transmission Line Corridors during the Term, either connecting between the Nodes Sites and the CSC Sites or connecting from the Transmission Line Corridors to the Anchor Sites, commencing on the Execution Date and on each annual anniversary of the Execution Date during the Term, Licensee shall pay to County \$95.96 per acre of Transmission Line Corridors, subject to annual adjustment as provided in **Section 8.h** ("**Transmission Line Corridors License Fee**"). An acre of Transmission Line Corridor shall be calculated on the basis of a 6' wide License Area for Licensee's installation and operation of its conduit, vaults and fiber optic cabling. Every 7,260' of Transmission Line Corridor, or portion thereof, shall constitute an acre for purposes of determining the Transmission Line Corridors License Fee. However, County shall waive the Transmission Line Corridors License Fee during the Term, conditioned on Licensee's full compliance with all terms, covenants and conditions of this Agreement during the Term.

d. **Laydowns** - To the extent Laydowns are located entirely within the Transmission Line Corridors and are used solely for the purpose of temporary storage of small amounts of construction materials for the Transmission Lines, there shall be no fee, in addition to that provided in **Section 8.c**, for such use.

e. **Staging Areas and Depots** - The fee for Licensee's use of the Staging Areas, which shall be used solely for the temporary storage of larger amounts of construction materials for a segment of the Transmission Lines, and Depots, which shall be used solely as manned, fixed, secured sites to take delivery of large amounts of construction materials for the Transmission Lines, shall also be \$95.96 per acre ("**Construction Areas License Fee**"). However, County shall waive the Construction Areas License Fee during the Term, conditioned on Licensee's full compliance with all terms, covenants and conditions of this Agreement during the Term.

f. **Definition- License Fees** - The Node Sites License Fee, the CSC Sites License Fee, the Construction Areas License Fee and the Transmission Line Corridors License Fee are collectively referred to as the "**License Fees**."

g. **Payment of License Fees** - Licensee shall pay to County the License Fees on or before the Execution Date and on each annual anniversary of the Execution Date during the Term, in lawful money of the United States without deduction or offset, to the County of Inyo, Treasurer-Tax Collector, P.O. Drawer O, Independence, CA 93526, or to such persons and at such places as may be designated from time to time by County. The License Fees shall be paid annually during the entire Term, including the year of granting the Licenses. The License Fees shall be paid on all portions of the System that have not been removed or abandoned in place as provided in **Sections 27, 28, 29 and 30**, as applicable.

h. **CPI Adjustments** - The License Fees shall be adjusted annually, on each annual anniversary of the Execution Date during the Term, according to the following procedure: The Consumer Price Index - All Urban Consumers - Los Angeles-Riverside-

Orange County (“**Index**”) as published by the United States Department of Labor’s Bureau of Labor Statistics (“**Bureau**”) shall be the basis for adjustments of the License Fees. August, 2011 shall be used as the “**Base Month Index**” for the entire Term. County shall review the Index annually and compare it with the Base Month Index. If there has been an increase in the Index, the License Fees for the succeeding year shall be increased by an amount equal to the Base Fee multiplied by the percentage of the increase over the Base Month Index. In no event shall the License Fees be adjusted downward to an amount less than the previous year’s License Fees. If the Bureau discontinues the publication of the Index, or publishes the Index less frequently, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.

i. **Late Payments** - License Fees that are paid late, that is after April 1, shall be subject to a late charge penalty of 15% of the amount due for each year or portion thereof that the License Fees are in arrears. This amount is not interest and therefore shall not be prorated.

j. **Non-Binding Effect of License Fees for any Extension of Term** – Licensee acknowledges and agrees that, in the event of any mutually agreed upon extension of the Term, the License Fees negotiated and waived for the Term, as provided in this **Section 8**, shall have no binding or guiding effect on the amount of any License Fees negotiated for any extension of the Term.

9. **Purpose:**

a. **In General** - This Agreement is made for the sole purpose of allowing Licensee to construct, operate, repair and maintain the System, in accordance with the terms and conditions of the Grant Funding and the CPCNs. Licensee shall not use or permit the License Areas to be used for any other purpose without the prior written consent of County, which may be granted or withheld in County’s sole discretion.

b. **Specific Use of Node Sites, CSC Sites and Anchor Sites** - Specifically, Licensee shall be allowed to use the Node Sites, the CSC Sites and the Anchor Sites only for the purpose of installing, operating, repairing, maintaining, replacing and removing the Site Equipment, used solely for the Project, being the transmission of high-speed, high-capacity broadband communications services in accordance with the terms and conditions of the Grant Funding and the CPCNs. The Node Sites, the CSC Sites and the Anchor Sites shall contain only Site Equipment owned by Licensee, and the Site Equipment shall not be used for any purpose other than for the Project.

c. **Specific Use of Transmission Line Corridors** - Specifically, Licensee shall be allowed to use the Transmission Line Corridors only for the purpose of Laydowns, and for the purpose of installing, operating, repairing, maintaining, replacing and removing the Underground Facilities in the Rights of Way, either connecting between the Nodes Sites and the CSC Sites or connecting from the Transmission Line Corridors to the Anchor Sites, and shall be used solely for the Project, being the transmission of high-speed, high-capacity broadband communications services in accordance with the terms and conditions of the Grant Funding and the CPCNs. The Transmission Line Corridors shall contain only Underground Facilities owned by Licensee, and the Underground Facilities shall not be used for any purpose other than for the Project.

d. **Specific Use of Laydowns, Staging Areas and Depots** – Specifically, Licensee shall be allowed to use the Laydowns solely for the purpose of temporary storage of small amounts of construction materials for the Transmission Lines, to use the Staging Areas

solely for the purpose of temporary storage of small amounts of construction materials for the Transmission Lines and to use the Depots solely as manned, fixed, secured sites to take delivery of large amounts of construction materials for the Transmission Lines. There shall be no construction activities performed on the Laydowns, Staging Areas or Depots, Licensee acknowledging and agreeing that these areas may be used only for the specified storage purposes.

e. **No Nuisance** - Licensee shall not do or permit any act or thing to be done upon the License Areas that will obstruct or interfere with the rights of County or any others, or injure or annoy County or others. Licensee shall not cause, maintain, or permit any nuisance or waste on or about the License Areas, or allow the License Areas to be used for any unlawful purpose. Within 72 hours of receiving written notice from County that a nuisance exists, Licensee shall abate or otherwise cause the nuisance to be abated. If Licensee has not taken corrective action within 72 hours, then County may enter and abate the nuisance at the sole cost of Licensee without any liability to County. Licensee shall not allow any offensive matter, refuse or substance constituting an unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health, to remain on the License Areas or within a distance of 50 feet thereof, and shall prevent any accumulation thereof from occurring.

f. **Open-Access System** - The Project shall be operated as an open-access system, meaning that legally qualified persons or entities shall be allowed to acquire services from the Project at or above T-1 service levels at a competitive price for their or its consumption or for the provision of commercial services to others. As part of such open access, Licensee shall allow any and all legally-qualified "last mile" service providers to physically connect to the Project at reasonably practicable locations determined by Licensee (e.g., vaults and splice boxes). However, any such connections shall be performed only by Licensee's personnel or contractors and in a time and manner reasonably approved in advance by Licensee and in accordance with any technical specifications, supervision, and other requirements that Licensee may deem reasonably appropriate for the proper functioning and integrity of the Project. If Licensee fails to maintain an open-access system, County may terminate this Agreement.

10. **Annual Financial Reporting Required by Grant Funding:** Licensee shall provide copies to the County Administrative Officer of any audits required to be performed by the Grant Funding.

11. **Physical Condition of License Areas; Title to License Areas:** Licensee has inspected the License Areas and knows the extent and physical condition thereof and accepts same in its present condition, subject to and including all defects, latent and/or patent. County does not warrant or represent the License Areas to be safe, healthful, or suited for the Project, and Licensee acknowledges and agrees that it has relied on its own property inspections. Licensee is aware that there may be unrecorded oil or gas pipeline, access or utility easements, or other unrecorded encumbrances or clouds on title that may affect the License Areas. County does not warrant or represent the title to the License Areas, and Licensee acknowledges and agrees that it has relied on its own title inspections.

12. **Approval of Plans:**

a. **Approval of Plans for Node Sites, CSC Sites, Anchor Sites and Depots -** Before commencing any Installation of Site Equipment on any Node Site, CSC Site, Anchor Site or Depot, whether the initial Installation or subsequent modifications to Site Equipment, Licensee shall

prepare and submit three sets of plans and specifications ("**Director Plans**") for the Installation of the Site Equipment on the Node Site, CSC Site, Anchor Site or Depot, including connection to utilities, for review and approval of the Director. The Director Plans are in addition to any plan approvals that are required by the County Planning, the County Building Inspection Division or any other applicable Governmental Authorities having jurisdiction over the construction. Within 30 days after County's receipt of the Director Plans, Licensee shall be notified of approval, disapproval, or recommended modification of the Director Plans. County shall use its best efforts to meet or beat this deadline. Licensee shall then have 45 days in which to resubmit the appropriately revised Director Plans to the Director or appeal in writing to the County Administrative Officer of the County of Inyo ("**CAO**") for approval or disapproval of the Director Plans. The CAO's decision shall be final.

b. **Approval of Plans For Underground Facilities** - Before commencing any Installation of Underground Facilities within a certain Transmission Line Corridor, whether the initial Installation or subsequent modifications to Underground Facilities, Licensee shall prepare and submit three sets of plans and specifications ("**Public Works Department Plans**") for the Installation of the Underground Facilities within the affected Transmission Line Corridor, for review and approval of the Inyo County Public Works Department ("**Public Works Department**"). The Public Works Department Plans are in addition to any plan approvals that are required by the Planning Department or any other applicable Governmental Authorities having jurisdiction over the construction. Within 30 days after County's receipt of the Public Works Department Plans, Licensee shall be notified of approval, disapproval, or recommended modification of the Public Works Department Plans. County shall use its best efforts to meet or beat this deadline. Licensee shall then have 45 days in which to resubmit the appropriately revised Public Works Department Plans to the Public Works Department or appeal in writing to the County Administrative Officer ("**CAO**") for approval or disapproval of the Public Works Department Plans. The CAO's decision shall be final.

13. **Permitting:** No Installation of any portion of the System, whether the initial Installation of the System or the subsequent modification, repair or maintenance of the System, which disturbs the surface of any Node Site, Right of Way or Public Road, which affects any Anchor Site, or which obstructs any public use, shall be commenced until (i) Licensee has first obtained all necessary licenses, permits and other governmental approvals ("**Approvals**") required by all applicable local, state and federal authorities ("**Governmental Authorities**") under all applicable laws, rules and regulations ("**Applicable Laws**") for Licensee's use of a Node Site, an Anchor Site, a Right of Way or a Public Road, and for Licensee's Installation and use of the Site Equipment and Underground Facilities, including without limitation the Federal Communications Commission, the CPUC, the Federal Aviation Administration, and the County Public Works Department, (ii) Licensee has first obtain an encroachment permit from the Public Works Department for work within any Right of Way or Public Road and, if cell towers are proposed, a conditional use permit, if required, and (iii) Licensee has addressed all environmental aspects of the Project, all subject to no administrative or judicial appeals, unless Licensee has been given written authorization to proceed during the pendency of an appeal, including the posting of any required bonds. All Installations of the System shall be performed in accordance with Applicable Laws, including all Applicable Laws of County and with the least possible hindrance to the use of the Node Sites and Anchor Sites for public uses and use of the Rights of Way and Public Roads for purposes of travel.

14. **Construction Time Lines – Commencement and Completion:** Licensee shall diligently and in good faith commence the Installation of the System within 120 days from the date of final approval of the Plans as provided in **Section 12** and issuance of the Approvals as provided in **Section 13** ("**Commencement Date**"), and shall diligently and in good faith complete the

construction, subject only to Force Majeure, within two years from the Commencement Date (“**Completion Date**”). Licensee shall provide to Director of Public Works (**the “Director”**) and the Public Works Department a quarterly report on the status of construction of the Project. If Licensee fails to commence Installation of the System by the Commencement Date, or fails to complete construction by the Completion Date, County shall give a 45-day written notice to Licensee, requiring Licensee either (i) to commence or complete construction, as applicable, or (ii) to explain to the sole satisfaction of the Director the reason for the delay. If Licensee satisfies neither condition within the 45-day period, County may, after expiration of the 45-day period, terminate this Agreement as provided in **Sections 39 and 40** and either (i) take over Installation of the System or (ii) demolish the in-construction System improvements, with all costs of construction or demolition reimbursed by Licensee to County within 30 days after demand.

15. Duties upon Completion of Construction:

a. **As-Built Plans** - Within 30 days after completion of the Installation of the System by Licensee under this Agreement, Licensee shall file with the Board or the officer designated by the Board, a map showing in detail, (i) as to the Transmission Corridor Lines, the length and details of the Underground Facilities and the location of the same with its beginning and terminus in the Public Road both with reference to the surface and with reference to the property lines along the Public Road, and (ii) as to Node Sites and the Anchor Sites, as-built plans for the Site Equipment.

b. **Conformity to State Law for State Public Roads** - All portions of the System constructed and maintained upon any Public Road which becomes or has become a state highway within any portion of the License Areas shall be constructed and maintained in conformity with all the laws of the State of California (“**State**”) relating to the control and maintenance of any such State highway and all rules and regulations prescribed by the Department of Engineering or other offices of the State which may be authorized by Applicable Laws to exercise power and control over such State highway.

16. Prevailing Wages: Pursuant to Labor Code Section 1720.2, the Installation and modification of the System may be “public works” for the limited purposes of Article 2 (commencing with Section 1770) of Chapter 1, Part 7 of the Labor Code. If applicable, Licensee shall comply with all provisions of that Article and to defend (upon written request of County) and indemnify County from and against all claims, costs, causes of action, attorney fees, damages of liability from the failure of Licensee or Licensee's contractors to comply with Article 2 of Chapter 1, Part 7 of the Labor Code.

17. Force Majeure: Licensee’s construction time lines for commencement and completion of the Installation of the System shall be extended if Licensee’s performance is prevented by Force Majeure events, as defined and provided in **Section 42**. Licensee’s request for such extension of time shall be presented to the Director within five days immediately following the happening of a Force Majeure event, and the decision of the Director as to the sufficiency of the cause shown in support of such request, and as to the period of time of extension granted, shall be final.

18. Surety Bond:

a. **Bond Content** - On or before Licensee obtains the required encroachment permits and/or building permits for construction and installation of Licensee’s Node Sites, CSC Sites, or Transmission Lines on any County Property, Licensee shall file with County certain surety bonds that guarantee the proper and complete performance of the construction

work on all County property and full payment to subcontractors who are employed on County property. Such Bonds are required to be obtained by Licensee's prime construction contractors under the terms of the Grant Funding. County shall be named as a joint obligee under the Bonds for such construction and installation work on County Property. All such Bonds shall be issued by a surety company authorized to do business and in good standing in the State of California. The penal sum of such bonds shall be for at least the full amount of the prime contractor's awarded contract sum for work on County's Property.

b. General Requirements - The Bond shall be acceptable to County in content and in form and shall insure Licensee's faithful performance of the terms, covenants and conditions of this Agreement which relate to the Installation of the System on the License Areas.

c. Taking of Bond not Exclusive Remedy - Licensee acknowledges and agrees that in the event of the taking of the Bond by County, that action by County shall be in addition to any other remedies provided to County in this Agreement or under Applicable Laws. The Bond shall be kept on file with the Board throughout the Term. Any substitution of the Bond with another qualified bond shall be preceded by 60 days prior written notice to the Risk Manager of the County.

19. Road Modifications: County reserves the right, through the Public Works Department, to (i) change the grade, alignment, or width of any Public Road under which an Underground Facility is located or which is prescribed as the location for any Underground Facility and (ii) extend, place, lay or construct an installation of any kind or nature, including the construction of any subway or viaduct over, in, upon or under any Public Road, whether or not it is within the License Areas. If the Public Works Department desires to exercise any of these powers, the Public Works Department shall give 15 days prior written notice of its intention to do so, and Licensee, at its sole cost, within the 15-day period shall commence, and within a reasonable time shall complete, a change of location of all Underground Facilities made by it so as to permit and conform to such change or installation desired to be made by County.

20. Road Crossings: If the Underground Facilities cover pipelines and it is necessary to lay pipe across or under any portion of the pavement, it shall be done by a tunnel or bore unless the Public Works Department directs otherwise. The Public Works Department retains the power to refuse permission for the laying of pipe across or under any paved Public Road if it believes that the work cannot be done without permanent damage to the Public Road.

21. Bridges: If the Public Works Department or any Governmental Agency shall construct, install, reconstruct or repair any bridge or artificial support in or underlying any Public Road in which an Underground Facility is located or which is prescribed as the location for any Underground Facility, and if the cost thereof shall be increased in order to provide for the Installation, operation, repair or maintenance of the Underground Facility as a result of the location of the bridge or other artificial support, Licensee shall pay to County or such Governmental Agency doing such work, the full amount of the increase in cost, upon completion of such work.

22. Repair, Maintenance, and Replacement of System:

a. In General - During the Term, Licensee shall, at its sole cost, repair and maintain the System and the License Areas in good working order and repair and in a safe, sanitary and clean condition and in compliance with the terms, covenants and conditions of

this Agreement and all Applicable Laws, and specifically including the requirements of encroachment permits issued by the Public Works Department, including for work within an adjacent shoulder of a Public Road. Upon compliance with **Section 12**, Licensee may replace any Site Equipment, provided that the footprint of the Site Equipment does not increase.

b. Fencing and Gates on Node Sites - Licensee shall maintain and secure the perimeter of the Node Sites with a 6' high County-approved fence and locked gate, with access available to County at all times with a key provided to County. The fences and gates shall be maintained in good working order and repair and in a safe, sanitary and clean condition. Licensee shall maintain and secure the Transmission Line Corridors at all times, and in particular during construction, so as to prevent trespass, accident or injury by members of the public.

c. Debris - Licensee shall remove or trim and properly dispose of vegetation that may grow or collect on the License Areas, and shall remove and properly dispose of any rubbish or materials that may collect on the License Areas.

d. Erosion or Damage to Public Roads -

i. If the Installation, operation, repair or maintenance of the Underground Facilities, for any reason, causes erosion or damage to Public Roads or adjacent shoulders, or causes flooding across Public Roads, Licensee shall, to the extent required by Applicable Laws, immediately investigate and remediate the damage at its sole cost, including compliance with the encroachment permit requirements as set forth in **Section 22.a**. Licensee shall also immediately determine the source of the damage and cause repair and restoration at its sole cost. For purposes of this Agreement, "erosion" means the displacement of all naturally occurring or manmade surfaces on or adjacent to Rights of Way, to include the subterranean removal of earth resulting in sink holes or pot holes. For the purposes of this Agreement, "damage" means injury or harm that reduces value or usefulness whether or not due to the negligence, willful act or other fault of any person or entity.

ii. All actions to investigate and remediate erosion and damage, and to repair or restore the Underground Facilities as provided in **Section 22.d.i**, shall be the sole responsibility of Licensee and shall be conducted by Licensee or its employees, agents, contractors, subcontractors, or suppliers in conformance with all Applicable Laws and at Licensee's sole cost. If Licensee fails to take any action required by this **Section 22.d**, County may, but shall not be obligated to, take all actions it deems appropriate with respect to the erosion, at Licensee's sole cost. Upon written demand by County, Licensee shall reimburse County for all County's expenses in connection with County's actions, including without limitation all direct and indirect costs relating to investigation, remediation and removal.

e. County Maintenance Waiver - No provision of this Agreement shall be construed as to impose upon County any duty or obligation to construct, repair or maintain any portion of the System or the License Areas, to any particular standard.

f. Failure by Licensee to Repair and Maintain - Repair and maintenance of the System and License Areas shall be to the reasonable satisfaction of the Director, as to the Node Sites and the Anchor Sites, and in strict accordance with the encroachment permit requirements issued by the Public Works Department, as to the Transmission Line Corridors, Rights of Way and Public Roads. If Licensee fails to fulfill any duty imposed under **Section 22.a** within a reasonable period of time, County may, but is not required to, perform those duties at Licensee's sole cost. Licensee shall promptly cooperate with County if County undertakes to perform any such duties. No action by County taken pursuant to this **Section**

22.f shall constitute a waiver of any of Licensee's obligations under **Section 22.a**, or of County's right to terminate this Agreement as provided in **Section 22.g**. Licensee's obligations under this **Section 22.f** shall survive the expiration or termination of this Agreement.

g. Failure by Licensee to Protect Public Roads - If Licensee fails to comply with any instructions of the Public Works Department with respect to the location or Installation of any Underground Facility in or around Public Roads, or the repair of any damage to Public Roads done by Licensee in the construction, repair or maintenance thereof, within 30 days after the service of written notice upon the Licensee, requiring compliance therewith, County may terminate this Agreement.

23. Utilities and Services; Modification of Utilities: Licensee shall pay, during the Term, for all utilities used by Licensee in connection with its Installation of the System on the License Areas. The term "utilities" for the purposes of this Agreement includes, without limitation gas, electricity, water, sewer, telephone service, and trash and refuse disposal services. Licensee shall not bring utilities to a License Area, upgrade or modify any existing utilities or install new utilities on a License Area without the prior written approval of the Plans by Director of the Public Works Department, as applicable, as provided in **Section 12**.

24. Taxes and Assessments: Licensee shall pay all taxes, fees, charges, and assessments levied or assessed by any Governmental Agency upon any interest acquired by Licensee under this Agreement. Licensee is aware that certain possessory interests may be created by entering into this Agreement and that such interests will be subject to the payment of property taxes levied on such interest. Licensee is also aware that the construction of the System may trigger the payment of property taxes levied on the System.

25. Licensee's Facilities, Fixtures and Equipment:

a. In General - In addition to the System, Licensee may install additional facilities, fixtures and equipment (collectively "FF&E") on the License Areas, to properly operate its System, at its sole cost. In addition to Licensee's obligations under **Sections 25, 26, 27 and 28**, as applicable, at the expiration or termination of this Agreement, Licensee shall remove its FF&E, and repair any damage to the License Areas as a result of removal, at its sole cost.

b. Constructive Abandonment of FF&E - Any FF&E belonging to Licensee and left on the License Areas at the expiration or termination of this Agreement shall be kept for a reasonable time by County, but in no event longer than 30 days after County gives Licensee written notice to remove the FF&E from the License Areas. After the 30-day period, if not so removed, the FF&E may be treated by County as abandoned and declared to be County-owned property, and County may, at Licensee's sole cost, repair any damage to the License Areas as a result of removal. The costs charged to Licensee may include, without limitation, consideration for the additional time Licensee or its FF&E occupied the License Areas beyond the deadlines and disallowed County's full utilization of the License Areas as the owner of the property.

c. FF&E as Security - If, at the time of expiration or termination of this Agreement, Licensee is in default of any of the terms, covenants, or conditions of this Agreement, including the payment of License Fees or any other sums due under this Agreement, Licensee shall not remove from the License Areas any of its FF&E, and such personal property shall remain in the License Areas as security for the cure of such default, until such time as the default is fully cured by Licensee and any costs incurred by County, including attorneys' fees, are

paid in full by Licensee to County. However, County acknowledges and agrees that all FF&E is subject to a primary security interest in favor of the United States Government pursuant to the terms of the Grant Funding.

26. No Interference:

a. By Licensee - Licensee shall install, operate, repair and maintain its communications equipment, antennae and appurtenances in accordance with current engineering standards. If County informs Licensee or Licensee otherwise become aware that Licensee's operations or radio communications conducted under this Agreement in any way interfere with County's operations or radio communications or those of third parties who have agreements with County that pre-dated the Execution Date ("**Protected Third Parties**"), Licensee shall, as directed by County, immediately alter, replace, or relocate its interfering equipment and correct such problem(s) at Licensee's sole cost. If, in County's reasonable opinion, County's operations or radio communications or those of Protected Third Parties are negatively affected by Licensee's operations, equipment, or communications, and Licensee has not immediately altered, replaced, or relocated its interfering equipment, County may power down Licensee's equipment and, at Licensee's sole cost, take all reasonable actions which County determines are necessary to abate the nuisance. However, Licensee shall be allowed if necessary to place a temporary communications facility on the Property during such powering down. Licensee shall not conduct any broadcast or transmission on the airwaves which constitutes a nuisance to County, any tenant of County, or any other qualified Federal Communication Commission user of the airwaves. Licensee agrees, within 72 hours from receiving written notice from County that a nuisance exists, to abate or otherwise cause the nuisance to be cured. If Licensee does not promptly correct the nuisance, County may correct such problem and bill Licensee for the cost, and Licensee shall pay County within 30 days after receipt of the bill for the cost of said correction and reasonable supporting documentation.

b. By County - Other than modifications to agreements with Protected Third Parties, County shall not knowingly enter into agreements with other third parties ("**Unprotected Third Parties**") after the Execution Date, for use of County Property which will cause interference with the Site Equipment. In the event of such interference, County shall use its best efforts, but makes no guarantees, to ensure that the Unprotected Third Party causing the interference takes appropriate action to correct and eliminate the interference. If County fails to do so with its best efforts, the resolution shall be solely between Licensee and the Unprotected Third Party, including injunctive relief by Licensee against the Unprotected Third Party. County shall use its best efforts, but makes no guarantees, to include in any future license agreements for the transmission or reception of communication signals on County Property, that the third parties shall not interfere with the operations of pre-existing users of that County Property.

27. Removal or Abandonment of Site Equipment - Procedures:

a. Application to Director - At the expiration or termination of this Agreement, or the permanent discontinuance of the use of all or a portion of the Site Equipment, Licensee shall, within 30 days, make written application ("**Director Application**") to the Director for authority either (i) to abandon all or a portion of the Site Equipment in place or (ii) to remove all or a portion of the Site Equipment.

b. Contents of Application - The Director Application shall describe the Site Equipment desired to be abandoned and its location on the Node Site or Anchor Site, and shall

describe with reasonable accuracy the physical condition of the Site Equipment. The Director shall determine whether any proposed abandonment or removal may be effected without detriment to the public interest and under what conditions the proposed abandonment or removal may be effected. The Director shall then notify Licensee of the determinations.

c. **Application for Permit** - Within 30 days after receipt of such notice, Licensee shall apply for a permit (“**Director Permit**”) from the Director to abandon or remove the Site Equipment.

d. **Completion of Work** - Licensee shall, within 60 days after obtaining the Director Permit, commence and diligently prosecute to completion the work authorized by the Director Permit.

e. **Removal of Hazardous Materials** - All Hazardous Materials on the Node Sites or Anchor Sites used or stored by Licensee must be removed prior to the expiration or termination of this Agreement, whether or not the Site Equipment remains on the Node Sites or Anchor Sites.

f. **Quitclaim Deed** - Upon termination of Licensee’s interest in any Node Sites or Anchor Sites, Licensee shall execute, acknowledge and deliver to County for recording a quitclaim deed of its rights under this Agreement and in and to the Node Sites or Anchor Sites.

28. Removal or Abandonment Compliance for Site Equipment:

a. **Additional Orders** - If any Site Equipment to be abandoned "in place," subject to prescribed conditions by the Director, is not be abandoned in accordance with all such conditions, the Director may make additional orders, including an order that Licensee shall remove any or all such Site Equipment. Licensee shall comply with all additional orders.

b. **Failure by Licensee to Comply** - If Licensee shall fail to comply with the terms, covenants and conditions of abandonment or removal as may be required by **Section 27**, and within such time as may be prescribed by the Director, County may remove or cause to be removed such Site Equipment at Licensee's sole cost. Licensee shall pay to County the cost of such work plus the current rate of overhead

c. **Director Decision to Abandon in Place or Remove** - If, at the expiration or termination of this Agreement, or the permanent discontinuance of the use of all or a portion of the Site Equipment, Licensee shall, within 30 days thereafter, fail or refuse to make the Director Application for abandonment or removal, the Director shall make the determination as to whether the Site Equipment should be abandoned in place or removed. The Director shall then notify Licensee of the determinations. Licensee shall thereafter comply with the provisions of this **Section 28**.

29. Removal or Abandonment of Underground Facilities – Procedures:

a. **Application to Public Works Department** - At the expiration or termination of this Agreement, or the permanent discontinuance of the use of all or a portion of the Underground Facilities, Licensee shall, within 30 days, make written application (“**Public Works Department Application**”) to the Public Works Department for authority either (i) to abandon all or a portion of the Underground Facilities in place or (ii) to remove all or a portion of the Underground Facilities.

b. **Contents of Application** - The Public Works Department Application shall describe the Underground Facilities desired to be abandoned, their location with reference to Public Roads, and shall describe with reasonable accuracy the physical condition of the Underground Facilities. The Public Works Department shall determine whether any

proposed abandonment or removal may be effected without detriment to the public interest and under what conditions the proposed abandonment or removal may be effected. The Public Works Department shall then notify Licensee of the determinations.

c. **Application for Permit** - Within 30 days after receipt of such notice, Licensee shall apply for a permit ("Public Works Department Permit") from the Public Works Department to abandon or remove the Underground Facilities.

d. **Completion of Work** - Licensee shall, within 60 days after obtaining the Public Works Department Permit, commence and diligently prosecute to completion the work authorized by the Public Works Department Permit.

e. **Removal of Hazardous Materials** - All Hazardous Materials in the Transmission Line Corridors used or stored by Licensee must be removed prior to the expiration or termination of this Agreement, whether or not the Underground Facilities remain in the Transmission Line Corridors.

f. **Quitclaim Deed** - Upon termination of Licensee's interest in any Transmission Line Corridor, Licensee shall execute, acknowledge and deliver to County for recording a quitclaim deed of its rights under this Agreement and in and to the Transmission Line Corridor.

30. Removal or Abandonment Compliance for Underground Facilities:

a. **Additional Orders** - If any Underground Facilities to be abandoned "in place," subject to prescribed conditions by the Public Works Department, are not abandoned in accordance with all such conditions, the Public Works Department may make additional orders, including an order that Licensee shall remove any or all such Underground Facilities. Licensee shall comply with all additional orders.

b. **Failure by Licensee to Comply** - If Licensee shall fail to comply with the terms, covenants and conditions of abandonment or removal as may be required by **Section 29**, and within such time as may be prescribed by the Public Works Department, County may remove or cause to be removed such Underground Facilities at Licensee's sole cost. Licensee shall pay to County the cost of such work plus the current rate of overhead being charged by County for reimbursable work.

c. **Public Works Department Decision to Abandon in Place or Remove** - If, at the expiration or termination of this Agreement, or the permanent discontinuance of the use of all or a portion of the Underground Facilities, Licensee shall, within 30 days thereafter, fail or refuse to make the Public Works Department Application for abandonment or removal, the Public Works Department shall make the determination as to whether the Underground Facilities should be abandoned in place or removed. The Public Works Department shall then notify Licensee of the determinations. Licensee shall thereafter comply with the provisions of this **Section 30**.

31. Damage and Destruction: If any portion of the License Areas shall be damaged or destroyed by fire or casualty, not the fault of Licensee or any person in or about the License Areas with the express or implied consent of Licensee, the damaged License Areas shall be repaired by Licensee at its sole cost, with the use of available insurance proceeds required under **Section 37.c**, or Licensee may, at its option, terminate this Agreement and assign the available insurance proceeds to County. If Licensee elects to repair the damaged License Areas, this Agreement shall continue in full force and effect except that certain obligations of Licensee may be subject to Force Majeure as provided in **Section 42**. The provisions of California Civil Code Section 1932(2) and Section 1933(4) shall not apply to this Agreement, and Licensee waives the benefits thereof.

32. Condemnation: If any portion of the License Areas shall be taken as a result of the exercise of the power of eminent domain, this Agreement shall terminate as to the portion so taken as of the date of taking, and, in the case of a partial taking, either Party shall have the right to terminate this Agreement as to the balance of the License Areas by notice to the other Party within 30 days after such date. However, a condition to the exercise by Licensee of such right to terminate shall be that the portion of the License Areas taken shall be of such extent and nature, in Licensee's reasonable judgment, as substantially to handicap, impede or impair Licensee's use of the balance of the License Areas. In the event of any taking, the proceeds shall belong to County.

33. Right of Inspection: County shall have the right to enter upon the License Areas at all times to inspect the License Areas and Licensee's operations thereon. County reserves all rights in and to the License Areas, not inconsistent with Licensee's use of the License Areas as provided in **Section 9**, including without limitation the right of County to enter upon the License Areas for the purpose of installing, using, maintaining, renewing, and replacing such underground oil, gas, water, sewer, and other pipelines, and such underground or aboveground telephone, telegraph, and electric power conduits or lines as County may deem desirable in connection with development or use of the License Areas.

34. Hazardous Materials:

a. No Hazardous Materials - Licensee shall not permit any Hazardous Materials to be stored or brought onto the License Areas without the prior written consent of the Director, which may be granted or withheld in the Director's sole discretion. If Licensee spills any Hazardous Materials anywhere on the License Areas, Licensee shall clean up said spill, at its sole cost, and to the sole satisfaction of County. Hazardous Materials, as used in this Agreement, shall be defined as stated in **Exhibit "I."** Licensee shall have the right to store and use propane and batteries as part of its back up power systems, provided that Licensee obtains and abides by all permitting and approval provisions of this Agreement and utilizes such materials in accordance with the provisions of this Lease and all applicable laws and regulations.

b. Clean Up of Hazardous Materials - If any Governmental Authority or court which has jurisdiction demands that a cleanup plan be prepared and/or that clean up be undertaken because of any deposit, spill, discharge, or other release of any Hazardous Materials at, on, or from the License Areas at any time during Licensee's use of the License Areas, or which arises at any time as a result of any uses of the License Areas by Licensee, Licensee shall, at its sole cost, prepare and submit the required plans and all related bonds and other financial assurances and carry out all such cleanup plans in a timely manner.

c. Failure by Licensee to Clean Up - Licensee shall promptly provide all information regarding the use, generation, storage, transportation, or disposal of Hazardous Materials that is requested by County. If Licensee fails to fulfill any duty imposed under this **Section 34.c** within a reasonable period of time, County may, but is not required to, perform those duties at Licensee's sole cost. Licensee shall promptly cooperate with County if County undertakes to perform any such duties. No action by County taken pursuant to this **Section 32.c** shall constitute a waiver of Licensee's obligations under this **Section 34**. Licensee obligations under this **Section 34** shall survive the expiration or termination of this Agreement.

d. Receipt of Notice of Violation - If Licensee becomes aware of or receives notice or other communications concerning any actual, alleged, suspected, or threatened

violation of any Environmental Requirements, or liability of Licensee in connection with the License Areas or past or present activities of any person thereon, then Licensee shall deliver to County within 10 days of receipt of such notice or communication by Licensee, a written description of said violation, liability, correcting information, or actual or threatened event or condition, together with copies of any documents evidencing same. Receipt of such notice shall not create any obligation on the part of County to defend or otherwise respond to any such notification. Environmental Requirements, as used in this Agreement, shall be defined as stated in **Exhibit "I."**

35. Indemnification:

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

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

b. Environmental - In addition, Licensee shall indemnify and defend, upon request of County, County and the Indemnified Parties against any and all Claims arising out of or in any way connected with any deposit, spill, discharge, or other release of any Hazardous Materials at any time during Licensee's use of the License Areas, or which arises at any time as a result of any uses at, on, or from the License Areas, or as a result of Licensee's failure to provide any or all information, make any or all of its submissions, and take any or all steps required by any Governmental Authority or court which has jurisdiction or by any Environmental Requirements.

c. Survival of Indemnification Obligations - Licensee's obligations under this **Section 35** shall survive the expiration or termination of this Agreement.

36. Release and Waiver; Waiver of Civil Code Section 1542:

a. Release and Waiver - Licensee releases County and the Indemnified Parties from all Claims, and waives all Claims against County and the Indemnified Parties, that it may have as of the Execution Date, or may have in the future, relating to this Agreement and any acts or omissions of County or the Indemnified Parties, unless the Claim is due to the sole default, act or failure to act, negligence, or willful misconduct of County or the Indemnified Parties.

b. Waiver of Civil Code Section 1542 - Licensee waives all rights under California Civil Code 1542, and all rights arising under any similar laws, whether local, state, or federal. Section 1542 provides:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement.”

37. Licensee Maintenance of Insurance: Licensee shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Licensee, his agents, representatives, employees, or subcontractors.

a. 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, including products and completed operations, with limits of no less than **\$5,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits 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 Employers' Liability insurance with a 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. **Professional Liability** (if Design/Build), with limits no less than **\$1,000,000** per occurrence or claim, and **\$2,000,000** policy aggregate.
6. **Licensees' Pollution Legal Liability** and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than **\$1,000,000** per occurrence or claim, and **\$2,000,000** policy aggregate.

b. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. At the option of the Entity, either: the Licensee shall cause the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Entity, its officers, officials, employees, and volunteers; or the Licensee shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

c. Other Insurance Provisions

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

1. **The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL and automobile liability policies with respect to liability arising out of with respect to liability arising out of work or operations performed by or on behalf of the Licensee 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 Licensee. General liability coverage can be provided in the form of an endorsement to the Licensee's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

2. For any claims related to this project, the **Licensee's insurance coverage shall be primary** insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Licensee's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity.

d. *Builder's Risk (Course of Construction) Insurance*

Licensee may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall **name the Entity as a loss payee** as their interest may appear. If the project does not involve new or major reconstruction, at the option of the Entity, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion 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 the Entity's site.

e. *Claims Made Policies*

If any coverage required is written on a claims-made coverage form:

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, or start of work date, the Licensee must purchase extended reporting period 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 the Entity for review.

5. If the services involve lead-based paint or asbestos identification/remediation, the Licensees Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Licensees Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

f. *Acceptability of Insurers*

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the Entity.

g. *Waiver of Subrogation*

Licensee hereby agrees to waive rights of subrogation which any insurer of Licensee may acquire from Licensee by virtue of the payment of any loss. Licensee agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the Entity for all work performed by the Licensee, its employees, agents and subcontractors.

h. *Verification of Coverage*

Licensee shall furnish the Entity with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the

work beginning shall not waive the Licensee's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

i. Subcontractors

Licensee shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

j. Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

38. Liens and Encumbrances: Licensee shall keep the License Areas free from any liens and encumbrances arising out of any work performed, materials furnished, or obligations incurred by Licensee, or from any other cause. If a lien or encumbrance is recorded against the License Areas, and Licensee fails to remove the lien or encumbrance or post a bond to remove same within 15 days after its filing, County shall give a 15-day notice to Licensee, requiring Licensee to remove or bond around the lien or encumbrance within the 15-day period. If Licensee fails to do so within the 15-day period, County, at its sole discretion after expiration of the 15-day period, may obtain a bond, with all costs of the bond to be reimbursed by Licensee to County.

39. Breach by Licensee:

a. In General - Except as otherwise provided in **Section 39.b**, if Licensee breaches any term, covenant, or condition of this Agreement, Licensee shall have 10 days after written notice by County to cure a monetary breach and 30 days after written notice by County to cure a non-monetary breach. However, breach of the nuisance provisions in **Section 9.e** allows only 72 hours to cure. If Licensee fails to cure any breach within the stated time periods, County may exercise its remedies under **Section 40**.

b. Specific Breaches - In addition to other remedies available to County under this Agreement, including under **Section 40**, County shall have the specific right to terminate this Agreement, as provided in the referenced Sections, for breach by Licensee of its obligations under **Sections 9.f** (failure to maintain open-access system), **14** (failure to meet construction time lines), **22.g** (failure to protect Public Roads), **37.i** (failure to maintain insurance), **44.b** (failure to obtain consent to assignment or subletting), **48.b** (violation of conflict of interest) and **48.c** (violation of non-discrimination).

c. Breach of Bylaws/Public-Private Partnership; Loss of Grant Funding - In addition to other remedies available to County under this Agreement, including under **Section 40**, County shall have the specific right to terminate this Agreement **(i)** for breach by Licensee of its obligations under the Bylaws to retain a BTOP and CASF-funded public-private partnership under the terms of which the three key Counties of Mono, Inyo and Kern have permanent Class A Membership and a seat on the Board of Directors to assure on-going local government representation in setting policy for the Project, **(ii)** for breach by Licensee, as to provisions of the Bylaws **(A)** protecting a permanent seat on the Board of Directors by Class A Members (as defined in the Bylaws), **(B)** expressly referencing Class A Members or **(C)** requiring the Board of Directors to approve the budget of the Executive Committee (as defined by the Bylaws), if Licensee changes the County approved wording of any such provision without the written concurrence of at least one Class A Member, and or **(iii)** if Licensee loses all or any part of its Grant Funding, whether due to Licensee's breach of the Grant Funding or due to Federal budget constraints, so as to disenable Licensee to commence or complete the Project.

40. Remedies of County:

a. Termination or Continuance of Agreement - If Licensee breaches this Agreement, and fails to cure such breach in the manner provided in **Section 39**, County, at its sole option, may either terminate Licensee's right to use the License Areas, by giving written notice of termination to Licensee, and thereby terminating this Agreement, or to have this Agreement continue in full force and effect with Licensee at all times having the right to use the License Areas. If this Agreement is terminated, Licensee shall continue to pay the License Fees until it has ceased operating, and has removed all Site Equipment on all Node Sites and has removed all Underground Facilities from all Transmission Line Corridors.

b. Assessment of Penalties - As an alternative to, or in addition to, terminating this Agreement, the Board may assess a monetary penalty on Licensee for Licensee's failure to abide by the terms, covenants and conditions of this Agreement. The amount of penalty shall be assessed and determined by the Board per the schedule as follows: **(i)** up to \$5,000 for the first offense; **(ii)** up to \$10,000 for the second offense; and **(iii)** up to a maximum of \$25,000 for third and all subsequent offenses.

c. County Right to Cure - In addition to County's remedies upon Licensee's breach, upon 10 days prior written notice to Licensee by County, County may cure any breach by Licensee and, if necessary, may enter upon the License Areas for such purpose. In such event, the cost of cure, plus interest at the maximum legal rate from the date due until paid, shall become immediately due and payable by Licensee to County.

d. Remedies Not Exclusive - No right or remedy herein conferred upon or reserved to County is intended to be exclusive of any other right or remedy herein or by law, provided that each shall be cumulative and in addition to every other right or remedy given herein or now, or hereafter existing at law or in equity or by statute.

41. No Waiver of Breach: The waiver by County of any term, covenant, or condition contained in this Agreement must be in writing and shall not be deemed to be a waiver of any subsequent breach of the term, covenant or condition contained in this Agreement, and no custom or practice that may arise between the Parties during the course of this Agreement shall be construed to waive or lessen the right of County to the performance by Licensee in strict accordance with the terms of this Agreement.

42. Force Majeure:

a. Definition - Neither Party shall be held responsible or be deemed to be in default under this Agreement for any delay in performance or failure to perform any of its obligations, if such delay or failure is the result of causes beyond the control and without negligence of the Party. Such causes include, without limitation acts of nature, strikes, lockouts, riots, insurrections, civil disturbances or uprisings, sabotage, embargoes, blockages, acts of war or terrorism, acts or failure to act by any Governmental Agency (whether civil or military, domestic or foreign), governmental regulations superimposed after the fact, communication line failures, power failures, fires, explosions, floods, accidents, epidemics, earthquakes, tsunamis, severe cold, blizzards or other natural or man-made disasters ("**Force Majeure**"). Lack of funds shall not be a Force Majeure event.

b. Consequences - The Party affected by a Force Majeure event, upon giving prompt notice to the other Party, shall be excused from performance to the extent of such prevention, restriction, or interference, on a day-to-day basis until the Force Majeure event is removed, and the other Party shall likewise be excused from performance of its obligation

which relate to the performance so prevented, restricted, or interfered with. The affected Party shall use its best efforts to avoid or remove the causes of nonperformance and to minimize the consequences thereof, and both Parties shall resume performance when the Force Majeure event is removed.

43. Quiet Possession: Licensee, in keeping and performing the terms, covenants and conditions herein contained on the part of Licensee to be kept and performed, shall at all times during the term of this Agreement peaceably and quietly have, hold, and enjoy the License Areas.

44. Assignment and Subletting:

a. No Assignment or Subletting - Except as otherwise provided in **Section 44.f**, Licensee shall not sublease, assign, transfer, mortgage, or otherwise convey this Agreement, or any of its rights and interests hereunder, including its license rights and interests granted by this Agreement, without the prior written consent of County.

b. Failure to Obtain Consent - If Licensee shall sublease, assign, transfer, mortgage, or otherwise convey this Agreement, or its rights and interests hereunder, or attempt to do so in violation of this **Section 44**, then in addition to any and all other rights and remedies available to it, County may, by written notice to Licensee, either declare such sublease, assignment, transfer, mortgage, or other conveyance void, or terminate this Agreement and all rights and interests of Licensee and all other persons hereunder.

c. No Waiver or Limitation on Consent - Any consent to any different or subsequent sublease, assignment, transfer, mortgage, or conveyance shall not be deemed or construed as consent to any different or subsequent sublease, assignment, transfer, mortgage, or conveyance. This clause shall not be construed to limit any right or remedy which County may become entitled to as a matter of law or become entitled to by reason of Licensee's actions or failures to act.

d. Processing Fee - Licensee shall pay to County, upon County's request, a processing fee in the amount of \$1,200 for processing each consent to assign, transfer, mortgage, or any other conveyance. The fee shall not be refundable and shall be paid prior to County's review of Licensee's request for consent. The fee may be waived by the Director if, in his/her opinion, the simplicity of processing such request for consent does not warrant the fee. Refusal to pay the fee is grounds for the denial of the request for consent.

e. Licensee in Compliance - As a condition of County's consent to any conveyance of this Agreement, Licensee must be in compliance with all terms, covenants, and conditions of this Agreement, including without limitation the payment of all Licensee Fees and other monies due to County.

f. Hypothecation to Creditor - Notwithstanding **Section 44.a**, Licensee may hypothecate its license interest under this Agreement, with the prior written consent of the Board, and in the event of foreclosure, the creditor may, with the prior written consent of the Board, be assigned this Agreement provided that **(i)** the System is properly maintained; **(ii)** all terms, covenants and conditions of this Agreement and other County requirements are being adhered to; **(iii)** the creditor agrees in writing to be bound by the terms of this Agreement and not to assign or transfer this Agreement without the approval of the Board; and **(iv)** the creditor pays to County the required processing fee to process the assignment.

g. New Bond Required - In the event of transfer or assignment for any cause, the Board shall have the right to substitute for the Bond a new bond conditioned upon the assignee or transferee fully observing, fulfilling and performing the terms, covenants and

conditions of this Agreement, and upon the filing of the Bond with and the approval thereof by the Board, to exonerate and excuse further liability upon the original Bond.

45. Notices: All notices herein provided to be given, or which may be given, by either Party to the other shall be deemed to have been fully given when made in writing and deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, and addressed as follows:

To Licensee: California Broadband Cooperative, Inc.
1101 Nimitz Avenue
Vallejo, CA 94592
Attention: Chief Executive Officer

To County: County of Inyo
Attn: County Administrator
P.O. Drawer N
Independence, CA 93526

And to: County of Inyo
Public Works Department
P. O. Drawer Q
Independence, CA 93526

And to: County of Inyo
County Counsel's Office
P.O. Drawer M
Independence, CA 93526

The address to which the notices shall be mailed to either Party may be changed by written notice given by such Party to the other, but nothing shall preclude the giving of any such notice by personal service.

46. Authorized Agent of County: The Director is the duly authorized agent of County for purposes of this Agreement, and as to any obligations assumed by Licensee, they shall be performed to the reasonable satisfaction of the Director, unless another Department, such as the Public Works Department, or another standard is specified in this Agreement.

47. Agreement Preempted or Superseded:

a. Preempted or Superseded - Any provision, clause or section of this Agreement, or the application thereof, which is, or becomes, inconsistent or in conflict with any of the laws of the United States of America or the State of California shall be deemed to be preempted and superseded.

b. Validity of Remainder - Any provision, clause or section of this Agreement, or the application thereof, which is preempted or superseded shall not preempt, supersede or in any other way invalidate the other provisions, clauses or sections of this Agreement which can be given a reasonable effect without the preempted or superseded provision, clause, or section, and to this end, the provisions, clauses, and sections of this Agreement are hereby declared to be severable.

48. **Miscellaneous Provisions:**

a. **Negation of Partnership** - County shall not become or be deemed a partner or joint venturer with Licensee or associate in any relationship with Licensee other than that of landlord and tenant by reason of the provisions of this Agreement. Licensee shall not for any purpose be considered an agent, officer, or employee of County.

b. **Conflict of Interest** - The Parties have read and are aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees. All Parties agree that they are unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist as of the Execution Date, County may terminate this Agreement by giving written notice to Licensee. County shall comply with the requirements of Government Code Section 87100 et seq. during the term of this Agreement.

c. **Nondiscrimination** -

(1) Licensee, in the use of the License Areas and in the operations to be **conducted under this Agreement, shall not discriminate or permit discrimination** against any person or class of persons by reason of race, color, creed, religion, ancestry, sex, or national origin in any manner prohibited by federal, state, or local laws or policies.

(2) Licensee shall furnish its accommodations and services on a fair, equal, and nondiscriminatory basis to all Users, and Licensee shall charge only fair, reasonable, and nondiscriminatory prices for its services. However, Licensee may make reasonable and nondiscriminatory rebates, discounts, or other similar price reductions to volume service Users to the extent permitted by Applicable Laws.

(3) Licensee shall make its accommodations and services available to the public on fair and reasonable terms without discrimination on the basis of race, color, creed, religion, ancestry, sex, or national origin.

(4) Licensee shall not discriminate nor allow discrimination, either directly or indirectly, in hiring or employing persons to work on the Project.

(5) Licensee shall include the language in **subsections (1) through (4)** in any agreement by which Licensee assigns or transfers any interest in the License Areas or this Agreement, or grants a right or privilege to any person, firm, or corporation to use the License Areas or to render accommodations and services to the public on the License Areas.

(6) Non-compliance with **subsections (1) through (4)** shall constitute a material breach of this Agreement, and in addition to any other remedies provided by Applicable Laws or this Agreement, County may terminate this Agreement without liability therefor, may seek an injunction to enforce **subsections (1) through (4)**, and may charge Licensee the sum of \$25.00 per day for each incident of a failure to comply.

d. **Incorporation of Prior Agreements** - This Agreement contains all agreements of the Parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.

e. **Remedies not Exclusive** - The use by either Party of any remedy specified herein for the enforcement of this Agreement is not exclusive and shall not deprive such Party of, or limit the application of, any other remedy provided by law, at equity, or otherwise.

f. **Severability** - If any part, term, portion, or provision of this Agreement is decided finally to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the Parties intended to enter into in the first instance.

g. **Governing Law; Venue** - The Parties agree that the provisions of this Agreement shall be construed pursuant to the laws of the State of California. If either Licensee or County initiates an action to enforce the terms of this Agreement or declare rights hereunder, including actions on any bonds and/or surety agreements, the venue thereof shall be the County of Inyo, State of California, it being understood that this Agreement is entered into, and will be performed, within the County of Inyo.

h. **Compliance with Laws** - Licensee shall, at its sole cost, promptly comply with all Applicable Laws, including Environmental Requirements, which may in any way apply to the use, operation, repair, maintenance, occupation of, or operations or construction on, the License Areas.

i. **Successors** - Subject to **Section 44**, all terms, covenants, and conditions of this Agreement shall extend to, be binding upon, and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective Parties.

j. **No Third Party Beneficiaries** - This Agreement is made for the sole benefit of the Parties and their respective heirs, executors, administrators, successors, and assigns, and no other persons shall have any right of action hereon.

k. **Covenants and Conditions** - Each provision of this Agreement performable by Licensee shall be deemed both a covenant and a condition.

l. **Modification** - This Agreement may be modified or amended only by a written document signed by both Parties.

m. **Authorization** - Each individual executing this Agreement on behalf of either Party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of that Party, and that this Agreement is binding upon both Parties in accordance with its terms.

n. **Construction** - The Parties acknowledge that each Party and its counsel have reviewed and revised this Agreement, and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

o. **Recitals** - Each of the recitals, whether or not contained in the body of the Agreement, is deemed to be a reflection of the intent of the Parties, and is relied upon by the Parties in agreeing to the provisions of this Agreement and in interpreting its provisions.

p. **Captions** - Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement.


q. **Exhibits** - All exhibits attached to this Agreement are incorporated into this Agreement by reference.

r. **Time of Essence** - Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.


The Parties have executed this Agreement on the Execution Date.

APPROVED AS TO FORM:

Office of County Counsel

By 
County Counsel

COUNTY OF INYO

By 
Chairman, Board of Supervisors
"County"

APPROVED AS TO CONTENT:

By 
County Administrative Officer

**CALIFORNIA BROADBAND
COOPERATIVE, INC.**

By 
Authorized Licensee Representative
"Licensee"

Intentionally left blank.

Exhibit "A"

General Description of Node Sites

Node Summary

Block ID and Site Type	Project Name / Description	Landowner	Project Address	Lat / Long
I-106 N001 Node Shelter	Big Pine Node Big Pine County Roads Yard	Inyo County	150 Dewey Street Big Pine CA 93513	37-9-50.57 118-17-28.16
I-111 N001 Node Shelter	Independence Node County Maintenance Yard	Inyo County	750 S. Clay Street Independence CA 93526	36-47-50.43 118-11-32.31
I-117 N001 Node Shelter	Olancho Node Olancho Fire Department	Inyo County	689 Shop Street Olancho CA 93549	36-16-20.60 118-0-25.53

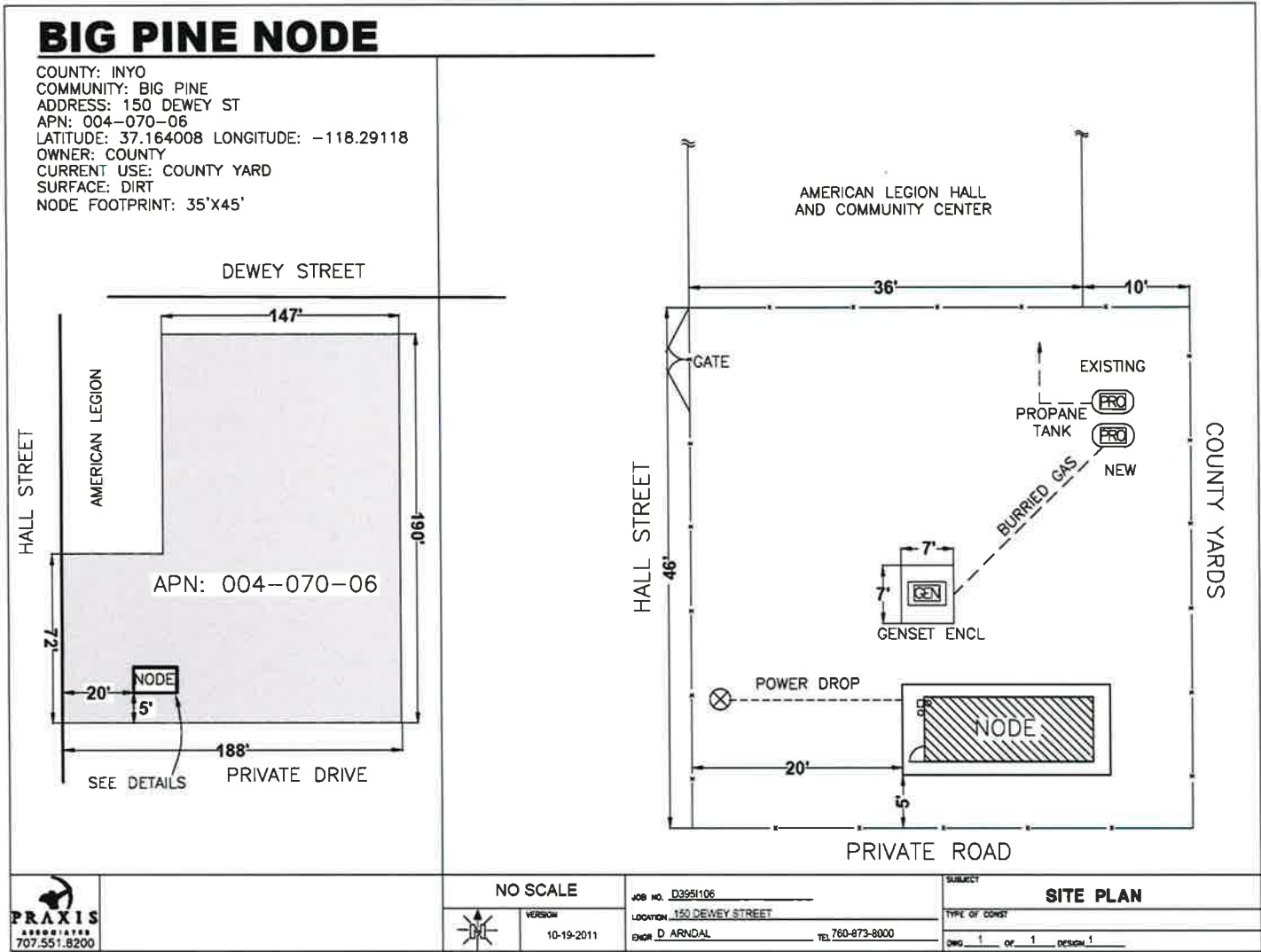
Exhibit “A-1”

General Description of CSC Sites

None

Exhibit "B-1" – Site Maps Showing Node Sites

Node: I-106-N001



PAGE FORMAT 8.5x11 EPR 11-9-11



LEGEND

----- COUNTY OWNED PROPERTY
1.73 ACRES

SET 2x2 AT CORNERS

NOTES

PROPOSED NODE: 1806 SQ-FT, 0.04 Ac.

FND. 3" I.P. LS 7894
PER RS 05-007. BK 16 PAGE 35

Plans Prepared by:
INYO COUNTY PUBLIC WORKS
 168 N. Edwards, P.O. Drawer Q
 Independence, CA 93526
 (760) 878-0201

Drawn by: P. Hancock	Date: 10/11	Checked By: J. JASON	Date: 10/11	Date: OCTOBER 2011	Drawing Name: BNDY CLAY-COURT.dwg	SHEET 1 OF 1
-------------------------	----------------	-------------------------	----------------	-----------------------	--------------------------------------	--------------

**PROPERTY MAP FOR
PROPOSED PRAXIS NODE
INDEPENDENCE, CA**

SHEET 1 OF 1

GRAPHIC SCALE



(IN FEET)
1 inch = 80 ft.

Exhibit "B -3" – Site Maps Showing Node Sites

Node: I-117-N001

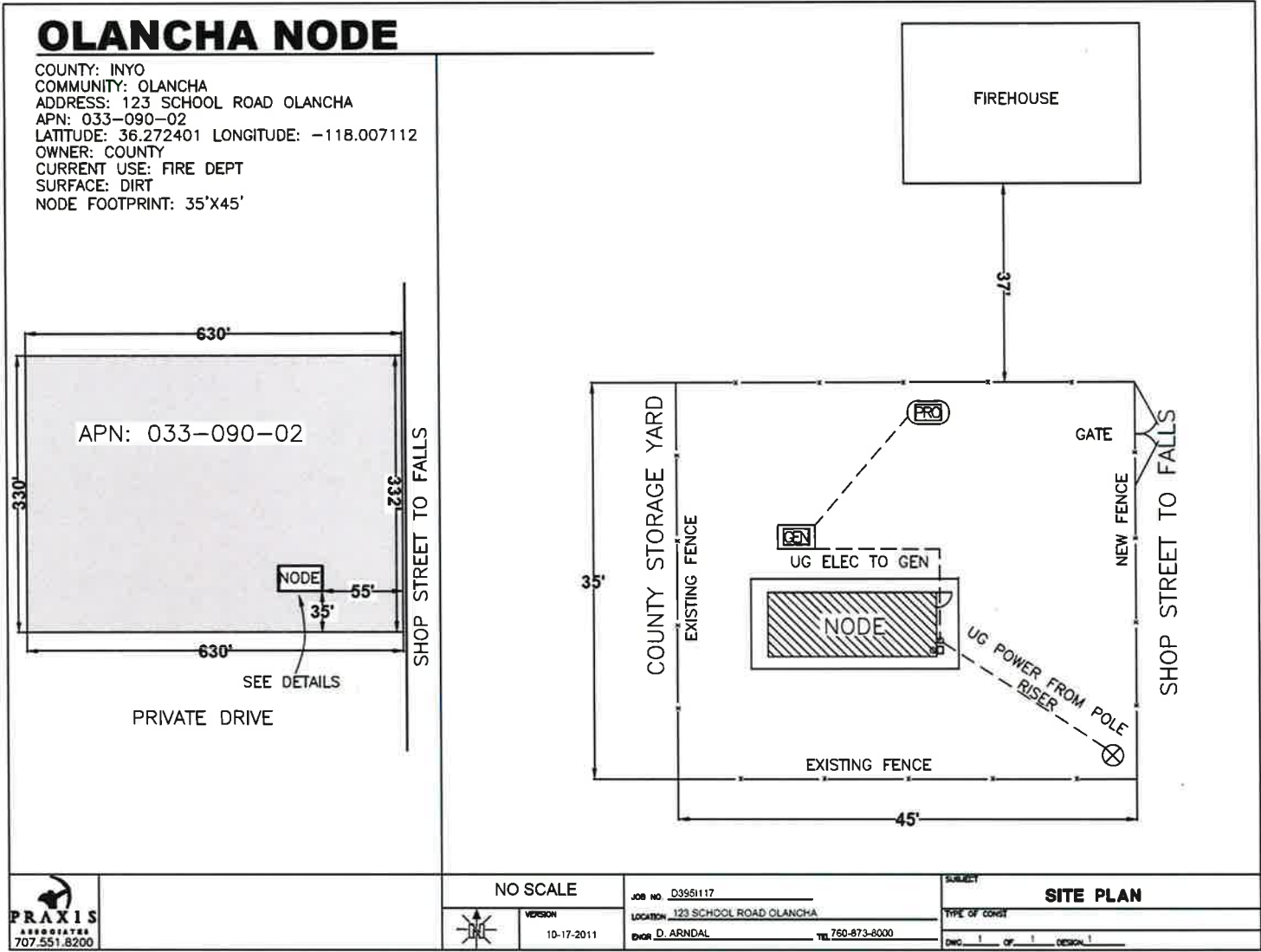


Exhibit "C"

Typical Node Site Layout

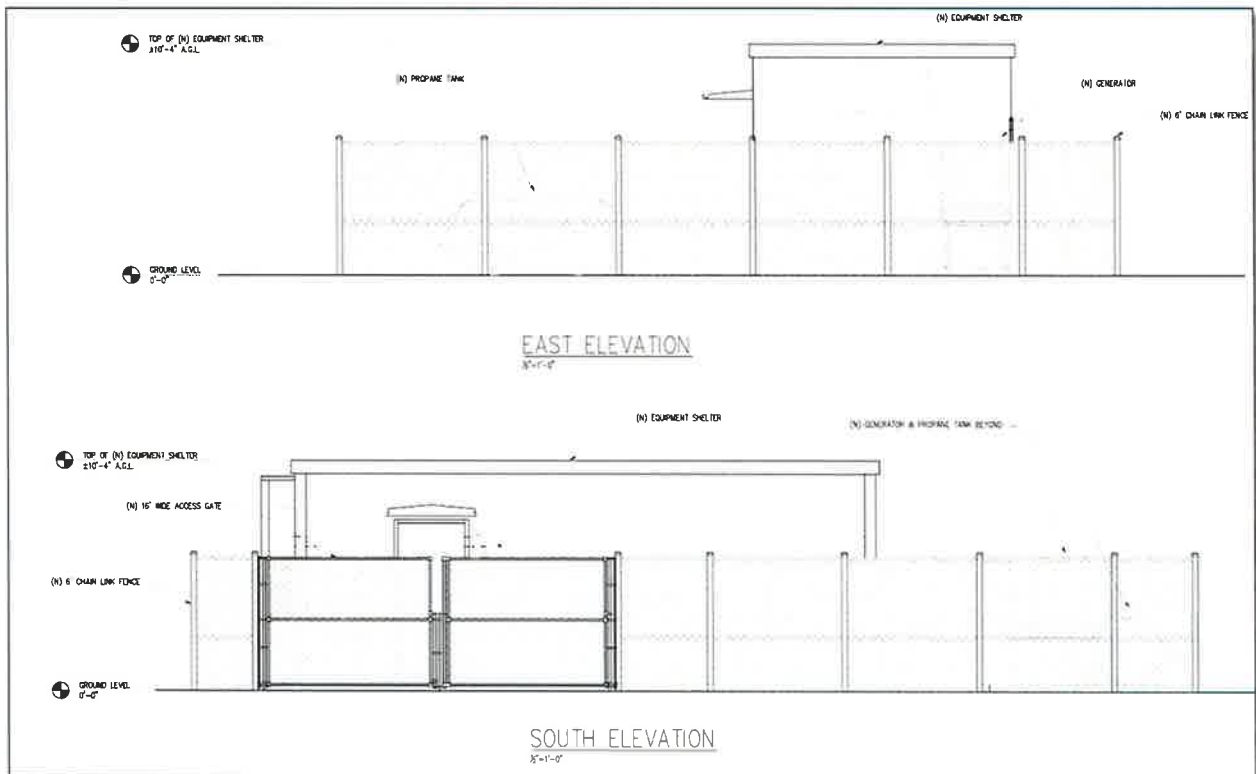
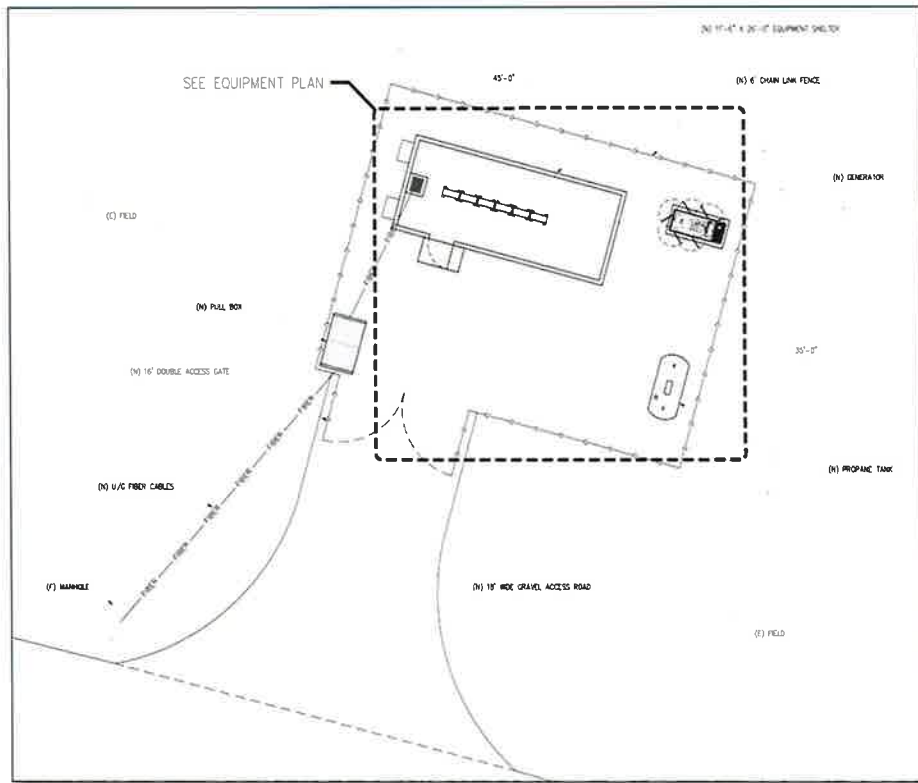


Exhibit "C-1"

Typical CDC Site Layout

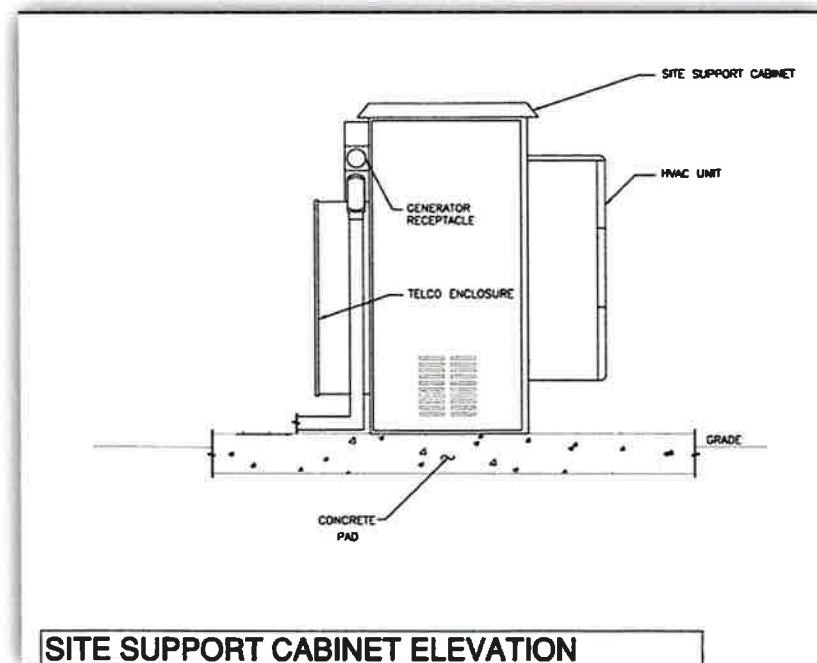
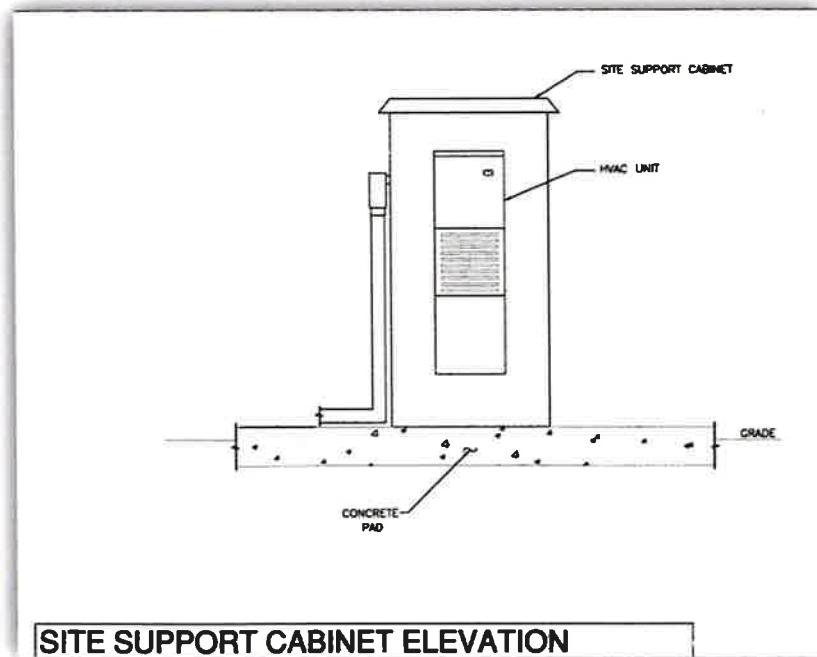


Exhibit “D”

General Description of Anchor Sites

See Attached

Anchor Tenants

Tenant Owner / Description	Address	Tenant Category
Kern Community College District	4090 W Line St	Community College
Cerro Coso Community College-Bishop Campus	Bishop	
Inyo County Free Libraries	110 Main St.	Library
Big Pine Library	Big Pine	
Inyo County Free Libraries	210 Academy Ave.	Library
Bishop Library	Bishop	
Inyo County Free Libraries	168 N Edwards St.	Library
Independence Central Library	Independence	
Inyo County Free Libraries	S Washington St.	Library
Lone Pine Branch Library	Lone Pine	
Horizon West Healthcare	151 Pioneer Ln	Medical or Healthcare Provider
Bishop Care Center	Bishop	
Inyo County Health & Human Services	857 N Third St.	Medical or Healthcare Provider
Bishop Wellness Center	Bishop	
Inyo County	155 E Market St.	Medical or Healthcare Provider
Health & Human Services Fiscal	Independence	
	126 W Washington St.	Medical or Healthcare Provider
Lone Pine Wellness Center	Lone Pine	
	150 Pioneer Ln	Medical or Healthcare Provider
Northern Inyo Hospital	Bishop	
	162 E Line St.	Medical or Healthcare Provider
Pioneer Home Health Care	Bishop	
Southern Inyo Healthcare District	501 East Locust St.	Medical or Healthcare Provider
Southern Inyo Hospital	Lone Pine	
City of Big Pine	180 N Main St.	Other Community Support Organization
Big Pine Community Center	Big Pine	
City of Big Pine	180 Dewey St.	Other Community Support Organization
Big Pine Senior Center	Big Pine	
City of Bishop	688 N Main St.	Other Community Support Organization
Bishop City Park	Bishop	
City of Bishop	506 Park Ave.	Other Community Support Organization
Bishop Senior Center	Bishop	
Friends of Eastern California Museums	155 N Grant St.	Other Community Support Organization
Eastern California Museum	Independence	
	800 N Edwards St.	Other Community Support Organization
Independence Airport	Independence	
City of Independence	Edwards St.	Other Community Support Organization
Independence Senior Center	Independence	

Tenant Owner / Description	Address	Tenant Category
	1425 Hwy 395	Other Community Support Organization
Lone Pine Airport	Lone Pine	
City of Lone Pine	138 N Jackson St.	Other Community Support Organization
Lone Pine Senior Center	Lone Pine	
	223 E Locust St.	Other Community Support Organization
Mount Whitney Preschool	Lone Pine	
Progress House, Inc.	536 N 2nd St.	Other Community Support Organization
Progress House	Bishop	
City of Independence	169 N Edwards St.	Other Government Facility
Annex Building	Independence	
Inyo County Health & Human Services	162-J Grove St.	Other Government Facility
Behavioral Health and Social Services	Bishop	
Inyo County Office of Education	Sugarloaf Rd.	Other Government Facility
Bernasconi Education Center	Big Pine	
	825 S Main St.	Other Government Facility
Big Pine Paiute Tribal Offices	Big Pine	
Inyo County	150 W Dewey St.	Other Government Facility
Big Pine Road Yard	Big Pine	
	500 S Main St.	Other Government Facility
Big Pine Unified School District	Big Pine	
	703 Airport Rd.	Other Government Facility
Bishop Airport	Bishop	
City of Bishop	377 W Line St.	Other Government Facility
Bishop City Hall/Offices	Bishop	
County of Inyo	207 W South St.	Other Government Facility
Bishop County Services	Bishop	
Inyo County	3236 W Line St.	Other Government Facility
Bishop District Yard 1	Bishop	
	301 N Fowler St.	Other Government Facility
Bishop Joint Union High School District	Bishop	
	50 Tu Su Ln	Other Government Facility
Bishop Paiute Tribal Office	Bishop	
Inyo County	701 S Main St.	Other Government Facility
Bishop Road Shop	Bishop	
Inyo County Sheriff's Department	301 W Line St.	Other Government Facility
Bishop Sub-Station	Bishop	
County of Inyo	301 W Line St.	Other Government Facility
Bishop Superior Court	Bishop	
	800 W Elm St.	Other Government Facility
Bishop Union Elementary School District	Bishop	

Tenant Owner / Description	Address	Tenant Category
City of Bishop	163 May St.	Other Government Facility
Bishop Water/Council	Bishop	
City of Bishop	175 N Warren St.	Other Government Facility
Bishop Well #1	Bishop	
City of Bishop	1005 N Main St	Other Government Facility
Bishop Well #2	Bishop	
City of Bishop	Sunland Dr	Other Government Facility
Bishop Well #3	Bishop	
City of Bishop	3800 W Line St.	Other Government Facility
Bishop Well #4	Bishop	
BLM	787 N Main St.	Other Government Facility
Bureau of Land Management	Bishop	
CalTrans	500 S Main St.	Other Government Facility
CalTrans	Bishop	
CDF	407 W Line St.	Other Government Facility
CDF Bishop Field Office	Bishop	
Inyo County	162 Grove St.	Other Government Facility
Child Welfare Services	Bishop	
City of Bishop	151 S Warren St.	Other Government Facility
City Yard	Bishop	
City of Independence	170 N Edwards St.	Other Government Facility
Courthouse 1/2	Independence	
City of Independence	171 N Edwards St.	Other Government Facility
Courthouse 3	Independence	
DMV	1115 W Line St.	Other Government Facility
Department of Motor Vehicles	Bishop	
Inyo County Parks & Recreation	5007 S Main St.	Other Government Facility
Diaz Lake Facility	Lone Pine	
Inyo County	230 W Line St.	Other Government Facility
Eastern Sierra Child Support	Bishop	
Inyo County Health & Human Services	920 N Main St.	Other Government Facility
Employment and Eligibility	Bishop	
First 5 Association of California	568 W Line St.	Other Government Facility
First 5	Bishop	
	407 W Line St.	Other Government Facility
Fish & Game	Bishop	
Department of Fish and Game	Fish Springs Rd.	Other Government Facility
Fish & Game - Fish Springs Hatchery	Big Pine	
	100 Frontage Rd.	Other Government Facility
Fort Independence Tribal Office	Independence	

Tenant Owner / Description	Address	Tenant Category
Inyo County	914 N Main St.	Other Government Facility
HHS One Stop	Bishop	
Inyo County Sheriff's Department	162 E Line St.	Other Government Facility
I.N.E.T Inyo Narcotics Inforcement Team	Bishop	
Inyo County	135A S Jackson St.	Other Government Facility
Independence Motor Pool	Independence	
Inyo County	750 S Clay St.	Other Government Facility
Independence Road Shop	Independence	
County of Inyo	224 N Edwards St.	Other Government Facility
Inyo County Administration Building	Independence	
Inyo County	163 May St.	Other Government Facility
Inyo County Administration Offices	Bishop	
Inyo County	230 W Line St.	Other Government Facility
Inyo County District Attorney	Bishop	
Inyo County Health and Human Services	163 May St.	Other Government Facility
Inyo County HHS Director	Bishop	
	555 S Clay St.	Other Government Facility
Inyo County Office of Education	Independence	
Inyo County	914 N Main St.	Other Government Facility
Inyo County Probation	Bishop	
Inyo County Health & Human Services	162-C Grove St.	Other Government Facility
Inyo Mono Area Agency on Aging	Bishop	
City of Bishop	201 Johnston Dr.	Other Government Facility
Lift Station	Bishop	
	1103 S Main St.	Other Government Facility
Lone Pine Paiute Shoshone Tribal Offices	Lone Pine	
Inyo County Health & Human Services	380 N Mt Whitney Rd.	Other Government Facility
Lone Pine Public Health Offices	Lone Pine	
County of Inyo	162 Lone Pine Ave.	Other Government Facility
Lone Pine Road Shop	Lone Pine	
City of Lone Pine	138 N Jackson St.	Other Government Facility
Lone Pine Town Hall	Lone Pine	
	301 S Hay St.	Other Government Facility
Lone Pine Unified School District	Lone Pine	
LADWP	240 W South St.	Other Government Facility
Los Angeles Dept. Water & Power-Construction Office	Bishop	
LADWP	111 Sulfate Rd.	Other Government Facility
Los Angeles Dept. Water & Power-Construction Office	Keeler	

Tenant Owner / Description	Address	Tenant Category
LADWP Los Angeles Dept. Water & Power-Construction Office	201 S Webster Independence	Other Government Facility
LADWP Los Angeles Dept. Water & Power-Power Office	340 W South St. Bishop	Other Government Facility
LADWP Los Angeles Dept. Water & Power-Power Office	704 S Main St. Lone Pine	Other Government Facility
LADWP Los Angeles Water & Power Dept	300 Mandich St. Bishop	Other Government Facility
Owens Valley Unified School District	202 S Clay St. Independence	Other Government Facility
Round Valley Joint Elementary School District	300 N Round Valley Rd Bishop	Other Government Facility
City of Bishop Sewer plant	980 Poleta Rd. Bishop	Other Government Facility
U.S. National Park Service The Manzanar National Historic Site	5001 Hwy 395 Independence	Other Government Facility
US Department of Forestry City of Independence Water Dept.	Hwy 395 & Hwy 136 Lone Pine 135 Jackson St. Independence	Other Government Facility
University of California White Mountain Ranger Station Department of Public Health WIC	798 N Main St. Bishop 568 W Line St. Bishop	Other Government Facility
University of California WMRS Owens Valley Laboratory	3000 E. Line St. Bishop	Other Government Facility
University of California UC Davis Agricultural Center Cooperative Extension	207 W South St. Bishop	Other Institution of Higher Education
County of Inyo Bishop Fire Dept.	209 W Line St. Bishop	Public Safety Entity
City of Bishop Bishop Police Department	207 W Line St. Bishop	Public Safety Entity
California Highway patrol	496 S Main St. Bishop	Public Safety Entity
Fire Training Center	California 168 Bishop	Public Safety Entity
US Forest Service Independence Helitack Base Fire Station	760 N Edwards St. Independence	Public Safety Entity

Tenant Owner / Description	Address	Tenant Category
Inyo County	550 S Clay St.	Public Safety Entity
Inyo County Jail/Sheriff's Office	Independence	
Inyo County	350 Airport Rd.	Public Safety Entity
Inyo County Search & Rescue - Posse Hut	Bishop	
Inyo County	726 N main St.	Public Safety Entity
Inyo County Sheriff Lone Pine Sub-Station	Lone Pine	
Inyo County	201 Mazourka Rd.	Public Safety Entity
Junvenile Institution	Independence	
US Department of Forestry	130 N Jackson St.	Public Safety Entity
Mount Whitney Fire Station	Lone Pine	
Inyo County	Highway 395	Public Safety Entity
Sheriff's Dept.	Big Pine	
US Forest Service	873 N Main St.	Public Safety Entity
USDA Forest Service - Law Enforcement	Bishop	
Inyo County Office of Education	E Locust St.	School (k-12)
Alabama Hills Community Day School	Lone Pine	
Big Pine Unified School District	500 S Main St.	School (k-12)
Big Pine Elementary School	Big Pine	
Big Pine Unified School District	500 S Main St.	School (k-12)
Big Pine High School	Big Pine	
Big Pine Unified School District	500 S Main St.	School (k-12)
Big Pine Middle School	Big Pine	
Bishop Union High School District	301 N Fowler St.	School (k-12)
Bishop High School	Bishop	
Bishop Union High School District	4090 W Line St	School (k-12)
Bishop Independent Study	Bishop	
Bishop Union Elementary School District	800 W Elm St.	School (k-12)
Bishop Union Elementary Community Day School II	Bishop	
Bishop Union Elementary School District	800 W Elm St.	School (k-12)
Elm Street Elementary	Bishop	
Bishop Union Elementary School District	201 N Home St.	School (k-12)
Home Street Middle School	Bishop	
Inyo County Office of Education District	166 Grandview Ln.	School (k-12)
Jill Kinmont Boothe School	Bishop	
Lone Pine Unified School District	301 S Hay St.	School (k-12)
Lo-Inyo Elementary Community Day School	Lone Pine	
Lone Pine Unified School District	223 E Locust St.	School (k-12)
Lo-Inyo Elementary School	Lone Pine	
Lone Pine Unified School District	301 S Hay St.	School (k-12)
Lone Pine Adult School	Lone Pine	

Tenant Owner / Description	Address	Tenant Category
Lone Pine Unified School District	538 S Main St.	School (k-12)
Lone Pine High School	Lone Pine	
Inyo County Office of Education	555 S Clay St.	School (k-12)
Opportunity School	Independence	
Owens Valley Unified School District	202 S Clay St.	School (k-12)
Owens Valley Community Day School	Independence	
Owens Valley Unified School District	204 S Clay St.	School (k-12)
Owens Valley Elementary School	Independence	
Owens Valley Unified School District	203 S Clay St.	School (k-12)
Owens Valley High School	Independence	
Bishop Union High School District	2001 Sugar Loaf Rd.	School (k-12)
Palisade Glacier High School	Big Pine	
Inyo County Office of Education District	160 Grandview Ln.	School (k-12)
Phoenix Community Day School	Bishop	
Bishop Union Elementary School District	800 W Pine St.	School (k-12)
Pine Street Elementary	Bishop	
Round Valley Joint Elementary School District	301 N Round Valley Rd	School (k-12)
Round Valley Elementary	Bishop	
Lone Pine Unified School District	293 E Locust St.	School (k-12)
Sierra Alternative Learning Academy	Lone Pine	

Exhibit “E”

Site Maps Showing Routes to Anchor Sites

To be supplied by Licensee for County approval at a later date.

Exhibit "F"

General Description of Transmission Line Corridors

ROW Block Sections - Inyo County

BLOCK	Section	Mileage Owned	Specific Roads Owned
I-101	R001	7.83	Casa Diablo Mine Road; Casa Diablo Road; Jean Blanc Road
I-103	R001	4.93	Jean Blanc Road; Joe Smith Road; Silver Canyon Road; Laws Poleta Road E. Line St.
I-104	R001	2.74	Laws Poleta Road; E. Line St.; Airport Rd.
I-105	R001	0.50	Poleta Road; Eastside Road
I-108	R001	18.92	Fish Spring Road; Tenemaha Road; Coliseum Road; Independence Rd.
I-111	R001	0.91	E. Inyo St.; N. Clay St. Mazourka Canyon Rd.
I-112	R001	4.00	Mazourka Canyon Road
I-113	R001	3.51	Lone Pine Narrow Gauge Road
I-114	R001	7.92	Owenyo Lone Pine Rd; Dolomite Loop
I-121	R001	1.70	Airport Road

10

Exhibit “G”

Site Maps Showing Transmission Line Corridors

(See Attached)

Exhibit "H"

Staging Areas

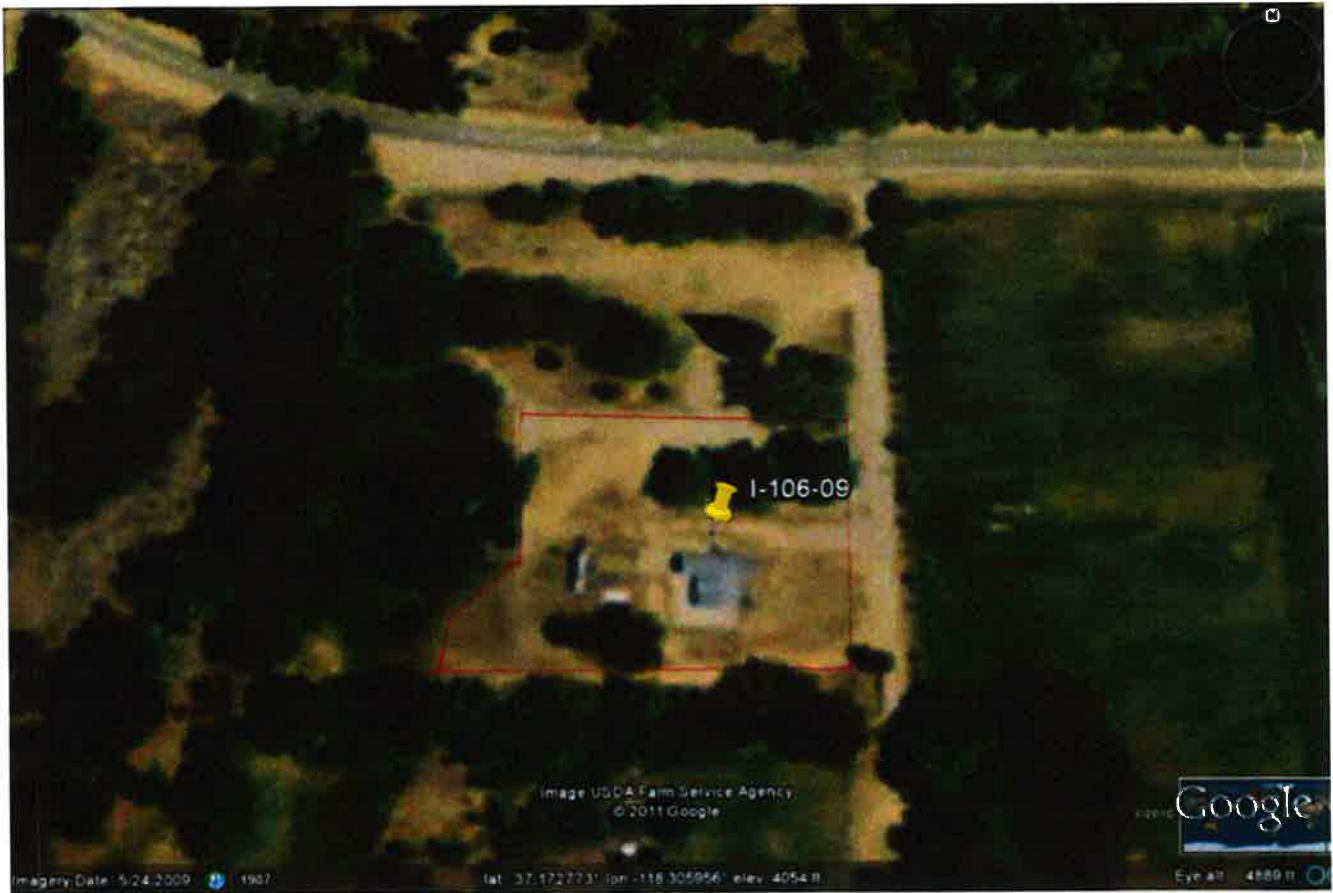
Staging Areas - Inyo County

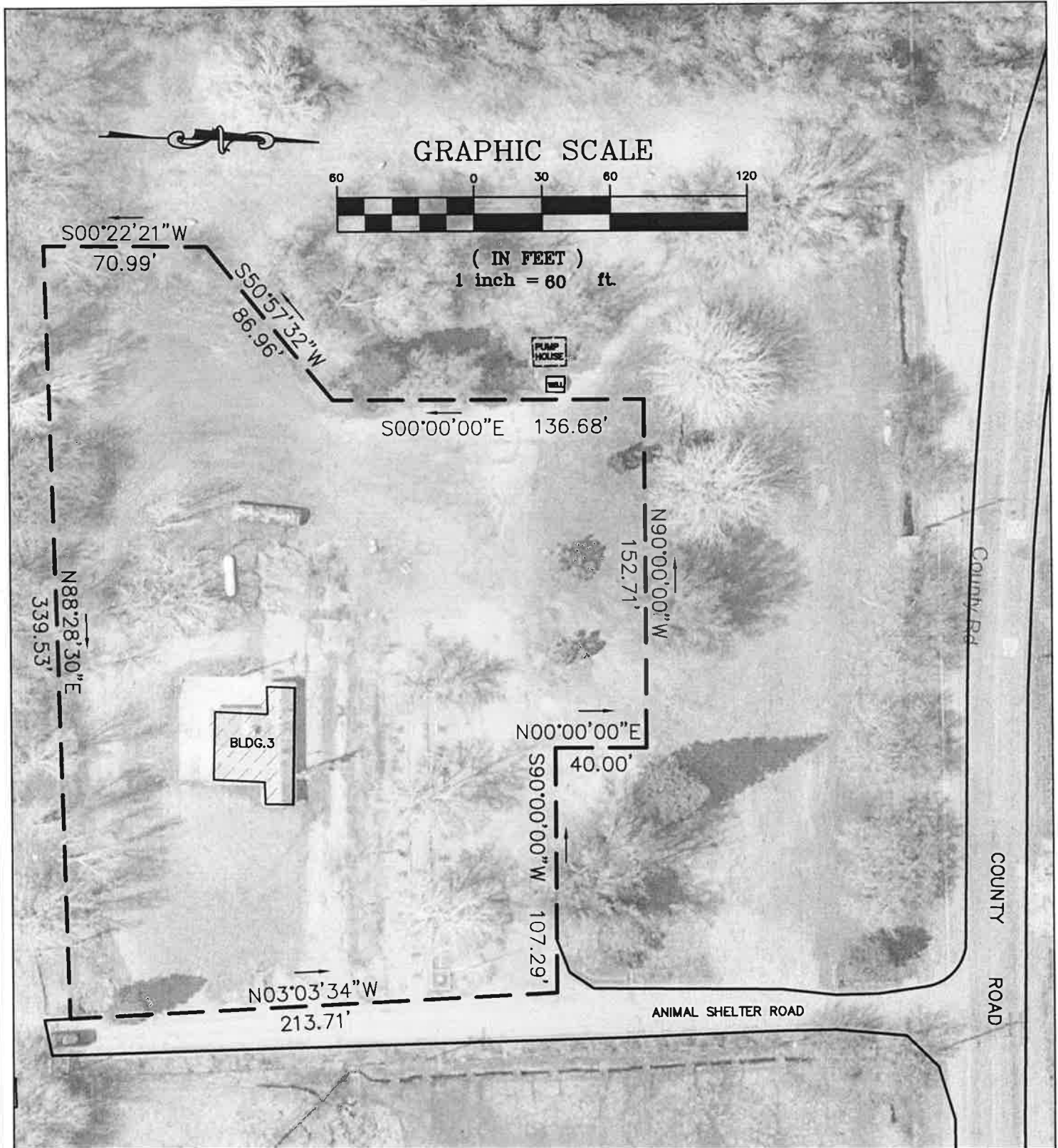
BLOCK	Staging Area ID	Staging Type	Location Dimensions	Latitude / Longitude	Proposed Use
I-106	S009	Depot	1001 County Road, Big Pine CA 93513	37.172773	Materials Depot
			260' x 213' x 340' x 255'	-118.305956	

Exhibit "H -1"

Staging Area Maps

Staging Area: I-106-S009





LEGEND

— — — — —
PROPOSED LEASE LINE

**PROPOSED LEASE
AREA = 1.62 Ac.,
±70,390 SQ-FT**

Plans Prepared by:

INYO COUNTY PUBLIC WORKS
168 N. Edwards, P.O. Drawer Q
Independence, CA 93526
(760) 878-0201

**INYO COUNTY PROPERTY
AT FORMER BIG PINE
CARE FACILITY**

Date:
November 2011

Drawn By:
P. Hancoc

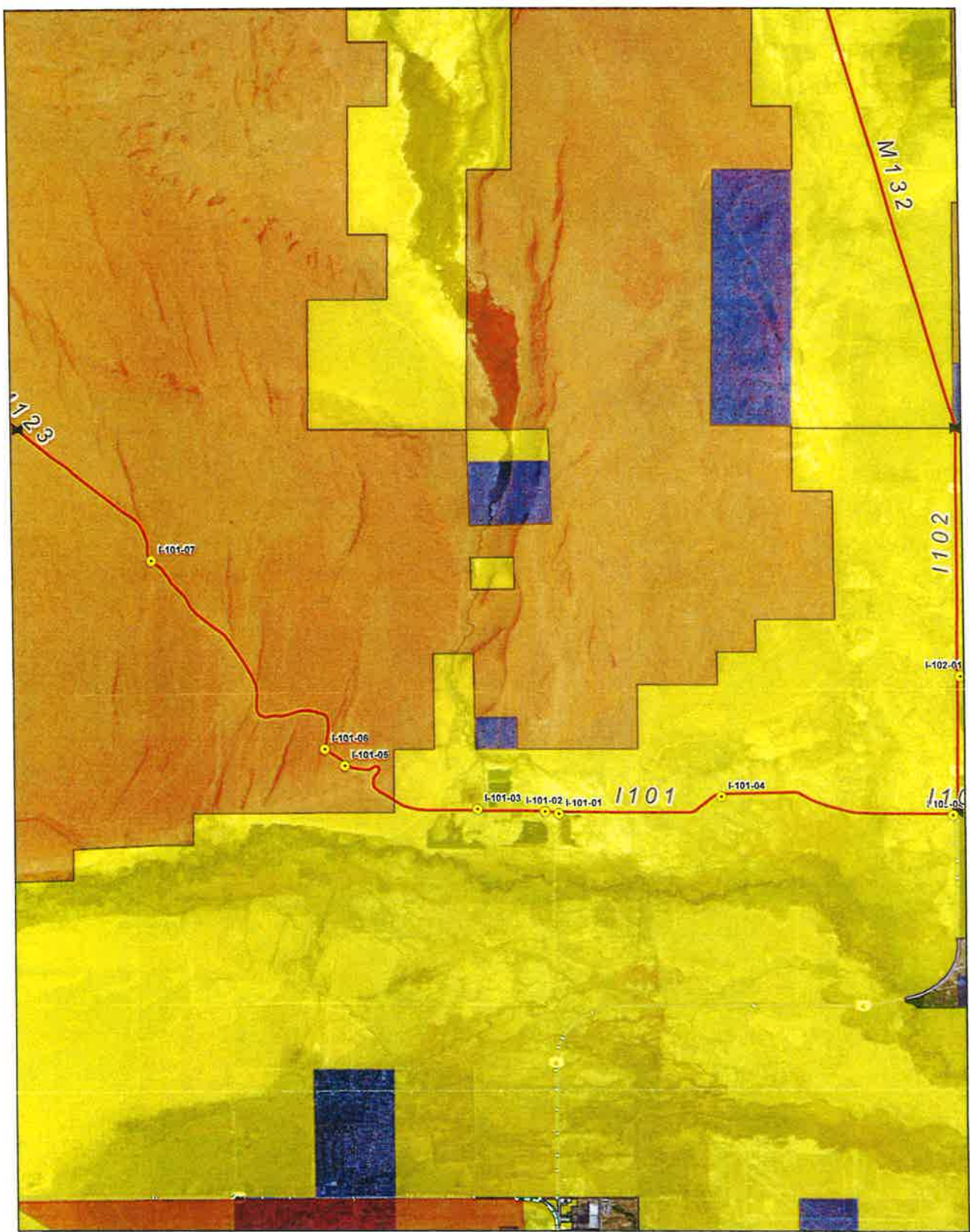
Exhibit "I"

Definition of Environmental Terms

For the purpose of this Agreement, the following terms and words shall have the meaning given below:

1. **Environmental Requirements.** All applicable present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, and similar items of any governmental agency, department, commission, board, bureau, or instrumentality of the United States of America, California, or its political or municipal subdivisions, and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human life or the environment.
2. **Hazardous Materials.** All flammables, explosives, radioactive materials, asbestos, polychlorinated biphenyls (PCBs), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous waste, toxic substances or related materials, petroleum products, and any substances declared to be hazardous or toxic under any present or future Environmental Requirements or which requires investigation or remediation under any present or future federal, state, or local law, statute, regulation, environmental requirement, order, or rule.

Digital 395 Project - I101



Legend

- D395 Fiber Alignment
- D395 Distribution
- D395 Block End Points
- D395 Anchors
- D395 Nodes

D395 Staging Areas

Use Type

- Depot
- Laydown
- Staging Area
- Bureau of Indian Affairs
- Bureau Land Management
- Bureau of Reclamation
- Department of Defense
- Fish & Wildlife Service

- US Forest Service
- National Park Service
- Other (NASA, DOE, DOT, DOP)
- CA Dept Fish & Game
- CA Dept Parks and Recreation
- County-City-Regional
- Los Angeles Dept. Water & Power Lands
- State Lands—State Lands Commission
- State Lands

0 1,750 3,500 7,000 Feet

Scale: 1:2,500

Date: 9/20/2011

Digital 395 Project - I102



Legend

- D395 Fiber Alignment
- D395 Distribution
- ✱ D395 Block End Points
- D395 Anchors
- ★ D395 Nodes

D395 Staging Areas

Use Type

- Depot
- Laydown
- ▲ Staging Area
- Bureau of Indian Affairs
- Bureau Land Management
- Bureau of Reclamation
- Department of Defense
- Fish & Wildlife Service

- US Forest Service
- National Park Service
- Other (NASA, DOE, DOT, DOP)
- CA Dept Fish & Game
- CA Dept Parks and Recreation
- County-City-Regional
- Los Angeles Dept. Water & Power Lands
- State Lands—State Lands Commission
- State Lands

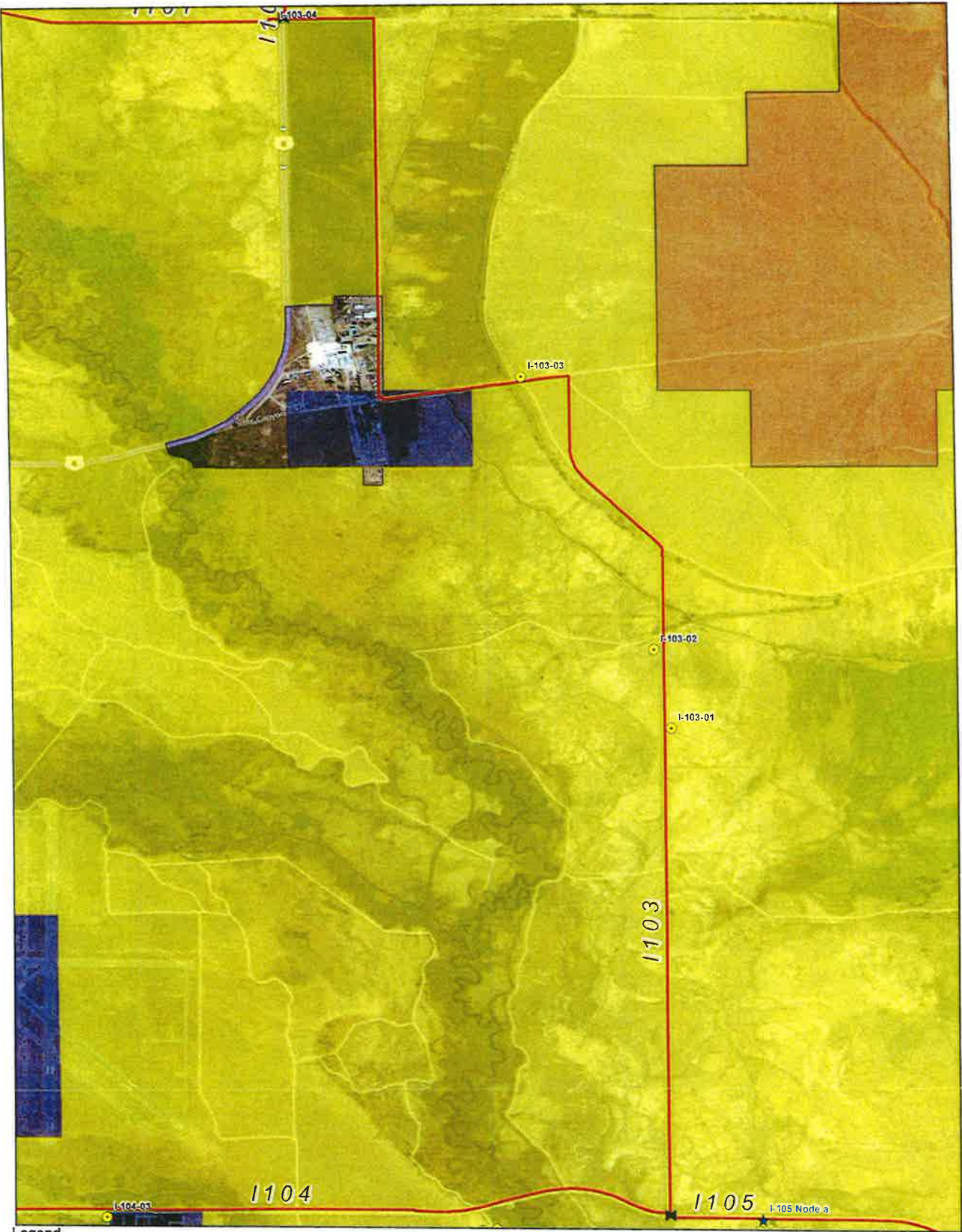


0 600 1,200 2,400 Feet

Scale: 1:2,500

Date: 9/20/2011

Digital 395 Project - I103



Legend

- D395 Fiber Alignment
- D395 Distribution
- D395 Block End Points
- D395 Anchors
- D395 Nodes

D395 Staging Areas

Use Type

- Depot
- Laydown
- Staging Area
- Bureau of Indian Affairs
- Bureau Land Management
- Bureau of Reclamation
- Department of Defense
- Fish & Wildlife Service

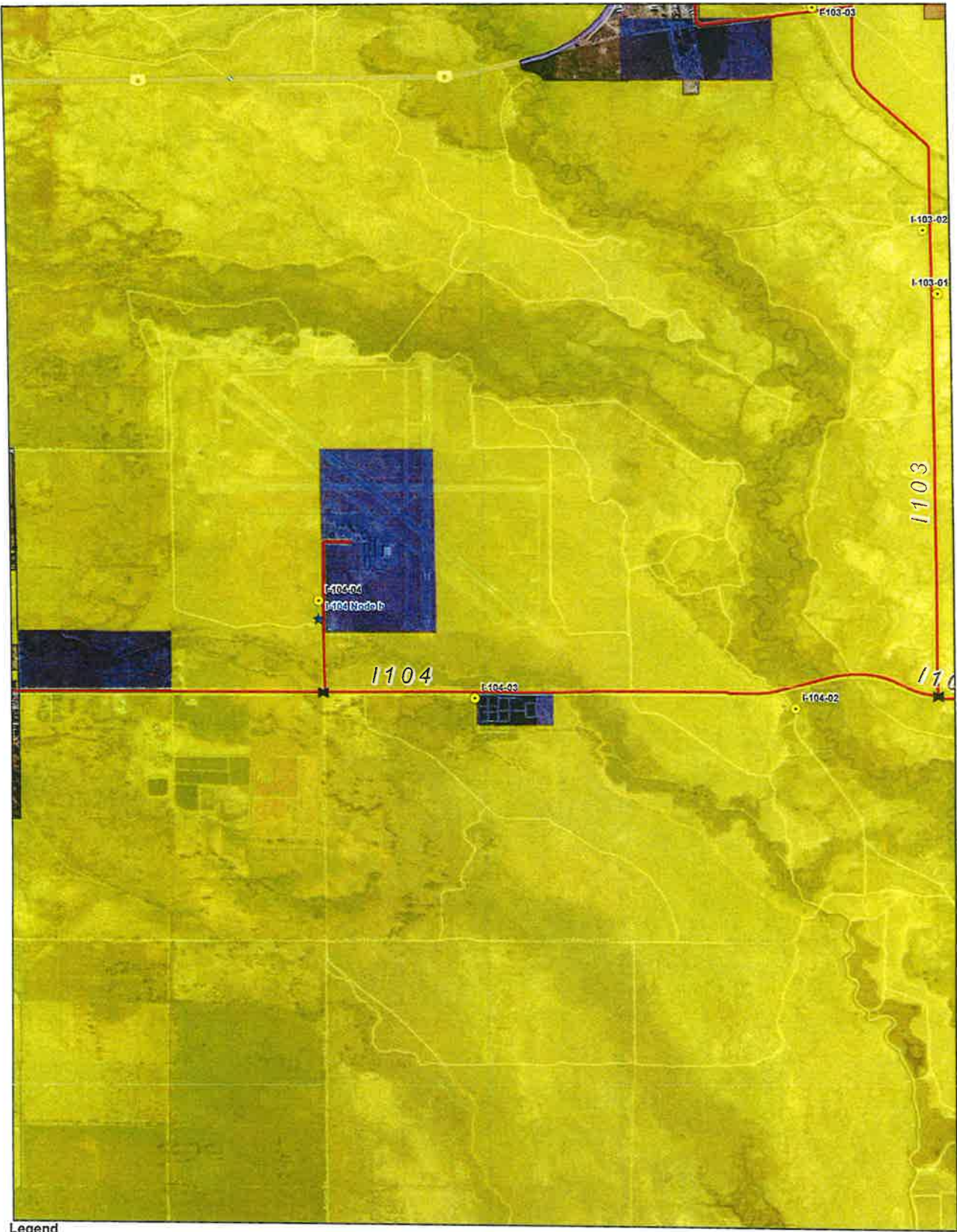
- US Forest Service
- National Park Service
- Other (NASA, DOE, DOT, DOP)
- CA Dept Fish & Game
- CA Dept Parks and Recreation
- County-City-Regional
- Los Angeles Dept. Water & Power Lands
- State Lands--State Lands Commission
- State Lands

0 750 1,500 3,000 Feet

Scale: 1:2,500

Date: 9/20/2011

Digital 395 Project - I104 & I121



Legend

— D395 Fiber Alignment

— D395 Distribution

✱ D395 Block End Points

• D395 Anchors

★ D395 Nodes

D395 Staging Areas

Use Type

- Depot
- Laydown
- Staging Area
- Bureau of Indian Affairs
- Bureau Land Management
- Bureau of Reclamation
- Department of Defense
- Fish & Wildlife Service

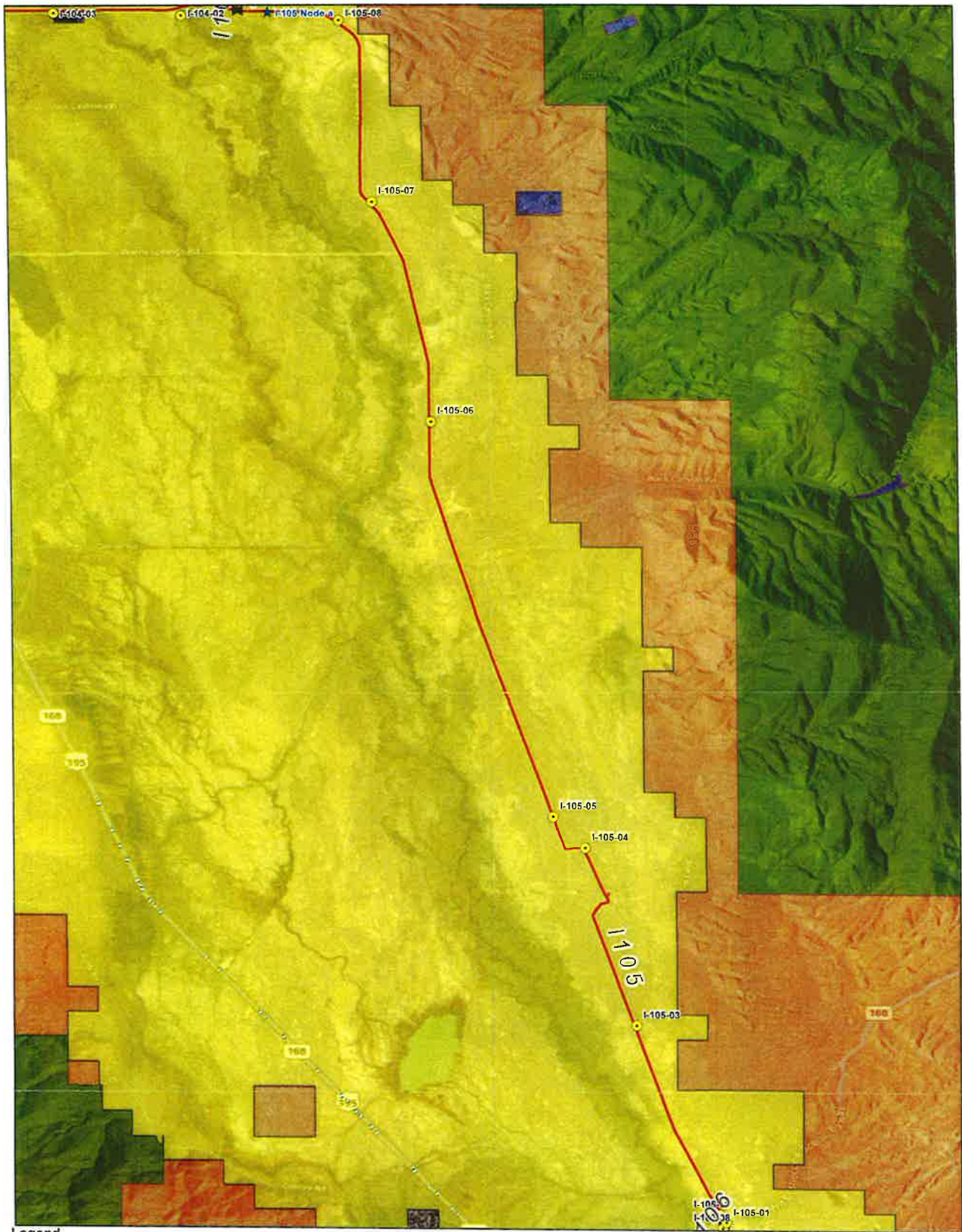
- US Forest Service
- National Park Service
- Other (NASA, DOE, DOT, DOP)
- CA Dept Fish & Game
- CA Dept Parks and Recreation
- County-City-Regional
- Los Angeles Dept. Water & Power Lands
- State Lands—State Lands Commission
- State Lands

0 900 1,800 3,600 Feet

Scale: 1:2,500

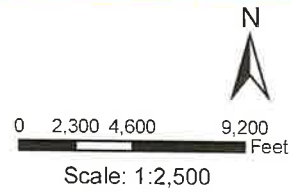
Date: 9/20/2011

Digital 395 Project - I105



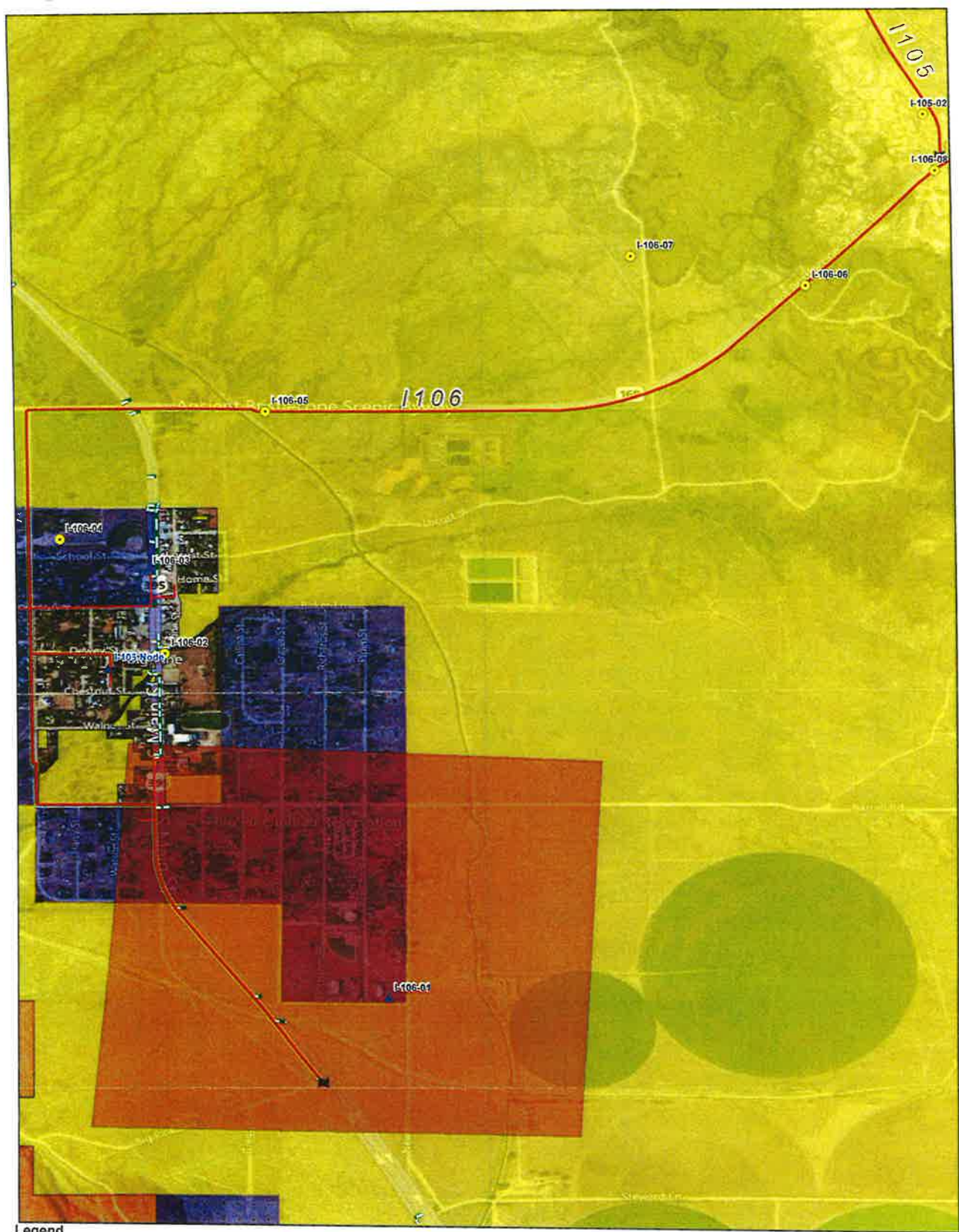
Legend

- | | | |
|--|--|---|
| <ul style="list-style-type: none">D395 Fiber AlignmentD395 DistributionD395 Block End PointsD395 AnchorsD395 Nodes | <p>D395 Staging Areas</p> <p>Use Type</p> <ul style="list-style-type: none">DepotLaydownStaging AreaBureau of Indian AffairsBureau Land ManagementBureau of ReclamationDepartment of DefenseFish & Wildlife Service | <ul style="list-style-type: none">US Forest ServiceNational Park ServiceOther (NASA, DOE, DOT, DOP)CA Dept Fish & GameCA Dept Parks and RecreationCounty-City-RegionalLos Angeles Dept. Water & Power LandsState Lands--State Lands CommissionState Lands |
|--|--|---|



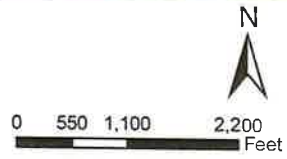
Date: 9/20/2011

Digital 395 Project - I106



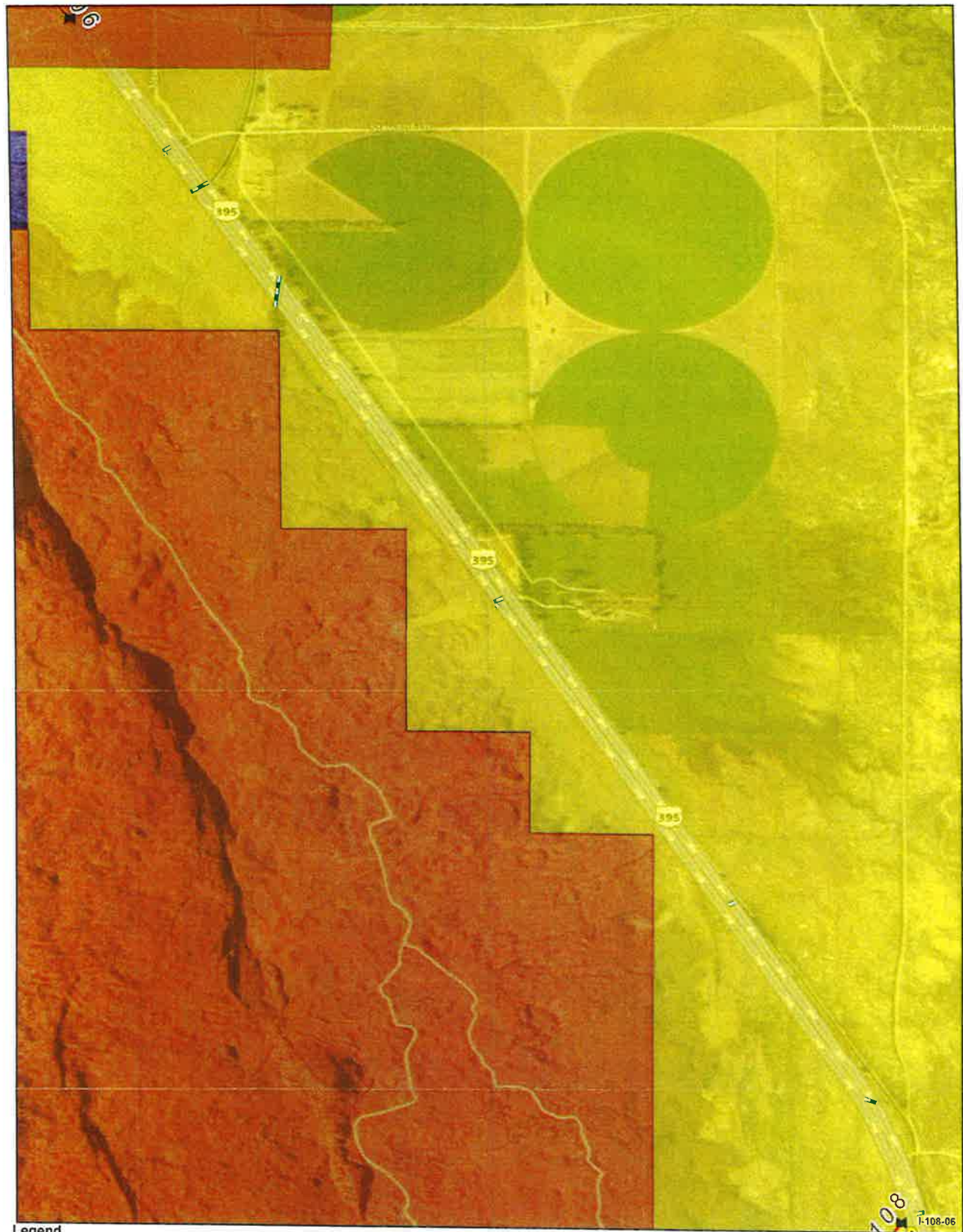
Legend

- | | | |
|--|---|---|
| <ul style="list-style-type: none">D395 Fiber AlignmentD395 DistributionD395 Block End PointsD395 AnchorsD395 Nodes | D395 Staging Areas
Use Type <ul style="list-style-type: none">DepotLaydownStaging AreaBureau of Indian AffairsBureau Land ManagementBureau of ReclamationDepartment of DefenseFish & Wildlife Service | <ul style="list-style-type: none">US Forest ServiceNational Park ServiceOther (NASA, DOE, DOT, DOP)CA Dept Fish & GameCA Dept Parks and RecreationCounty-City-RegionalLos Angeles Dept, Water & Power LandsState Lands--State Lands CommissionState Lands |
|--|---|---|



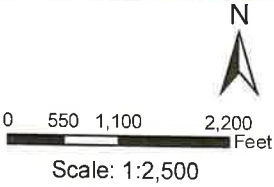
Date: 9/20/2011

Digital 395 Project - I107



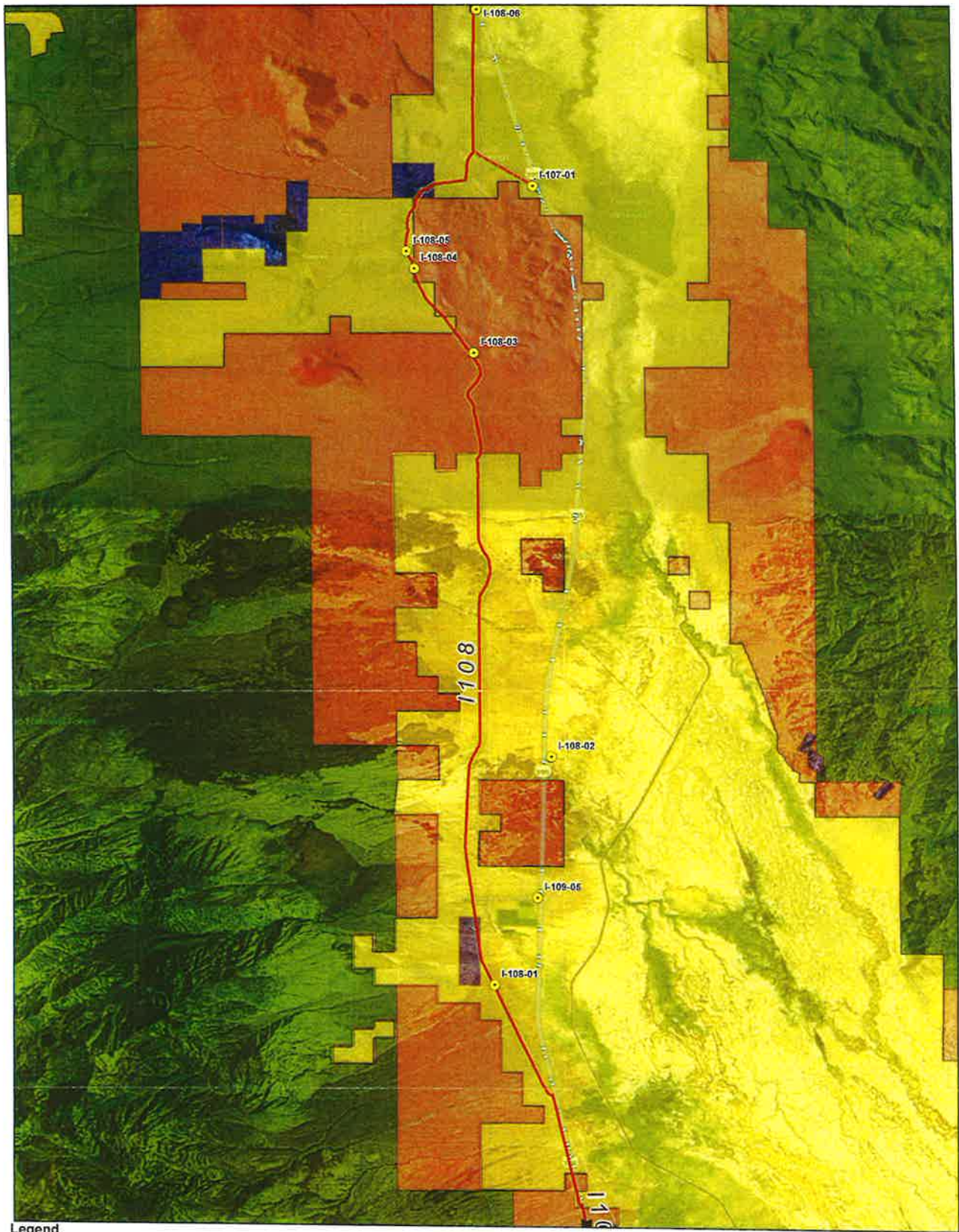
Legend

- | | | |
|--|---|---|
| <ul style="list-style-type: none">D395 Fiber AlignmentD395 DistributionD395 Block End PointsD395 AnchorsD395 Nodes | D395 Staging Areas
Use Type <ul style="list-style-type: none">DepotLaydownStaging AreaBureau of Indian AffairsBureau Land ManagementBureau of ReclamationDepartment of DefenseFish & Wildlife Service | <ul style="list-style-type: none">US Forest ServiceNational Park ServiceOther (NASA, DOE, DOT, DOP)CA Dept Fish & GameCA Dept Parks and RecreationCounty-City-RegionalLos Angeles Dept. Water & Power LandsState Lands--State Lands CommissionState Lands |
|--|---|---|



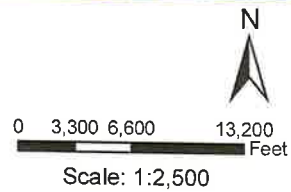
Date: 9/20/2011

Digital 395 Project - I108



Legend

- | | | |
|--|--|--|
| <ul style="list-style-type: none">D395 Fiber AlignmentD395 DistributionD395 Block End PointsD395 AnchorsD395 Nodes | <p>D395 Staging Areas</p> <p>Use Type</p> <ul style="list-style-type: none">DepotLaydownStaging AreaBureau of Indian AffairsBureau Land ManagementBureau of ReclamationDepartment of DefenseFish & Wildlife Service | <ul style="list-style-type: none">US Forest ServiceNational Park ServiceOther (NASA, DOE, DOT, DOP)CA Dept Fish & GameCA Dept Parks and RecreationCounty-City-RegionalLos Angeles Dept. Water & Power LandsState Lands—State Lands CommissionState Lands |
|--|--|--|



Date: 9/20/2011

Digital 395 Project - I111



Legend

D395 Fiber Alignment

D395 Distribution

D395 Block End Points

D395 Anchors

D395 Nodes

D395 Staging Areas

Use Type

- Depot
- Laydown
- Staging Area
- Bureau of Indian Affairs
- Bureau Land Management
- Bureau of Reclamation
- Department of Defense
- Fish & Wildlife Service

- US Forest Service
- National Park Service
- Other (NASA, DOE, DOT, DOP)
- CA Dept Fish & Game
- CA Dept Parks and Recreation
- County-City-Regional
- Los Angeles Dept. Water & Power Lands
- State Lands--State Lands Commission
- State Lands

0 195 390 780

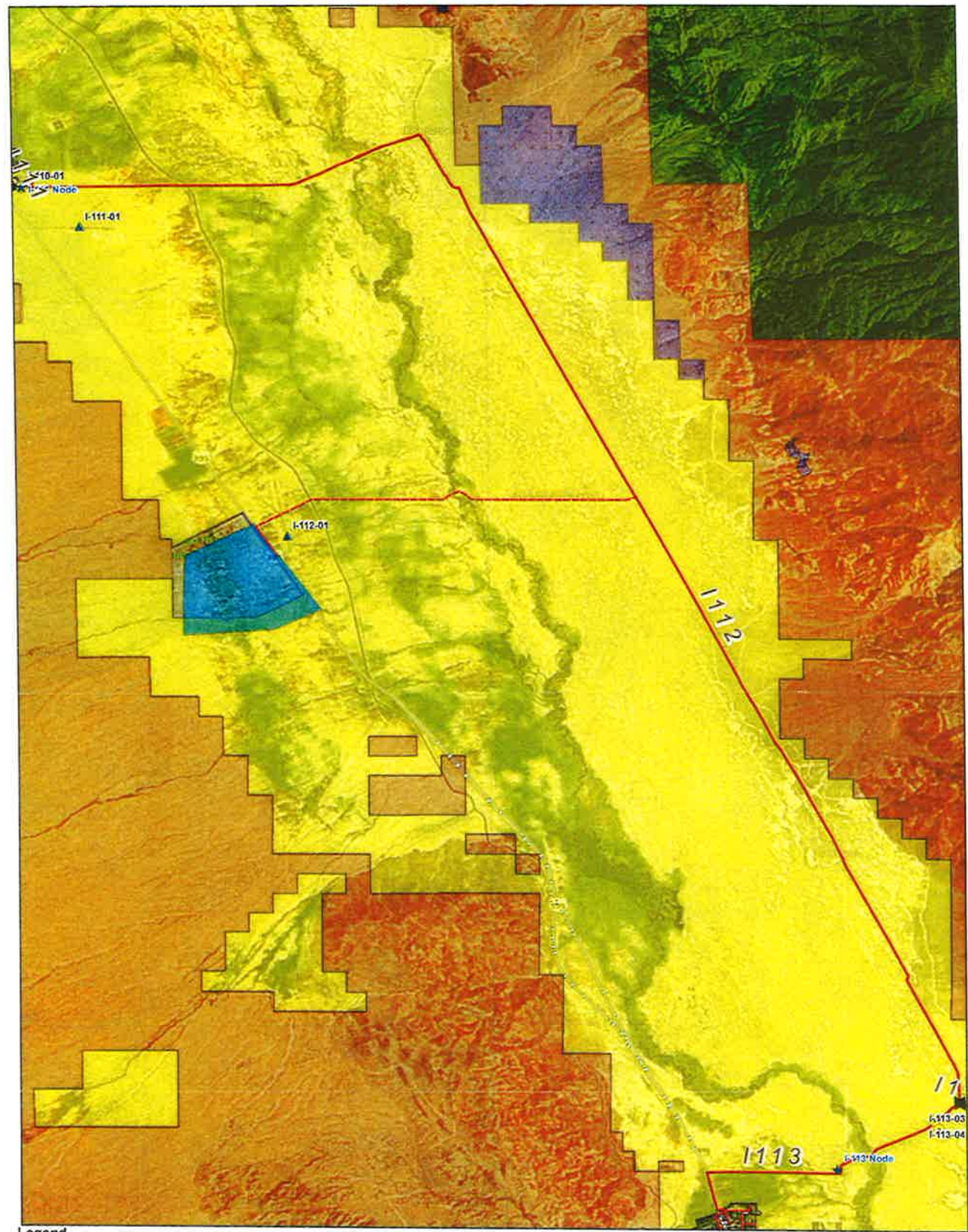
Feet

Scale: 1:2,500

N

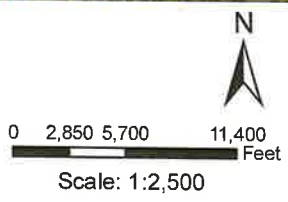
Date: 9/20/2011

Digital 395 Project - I112



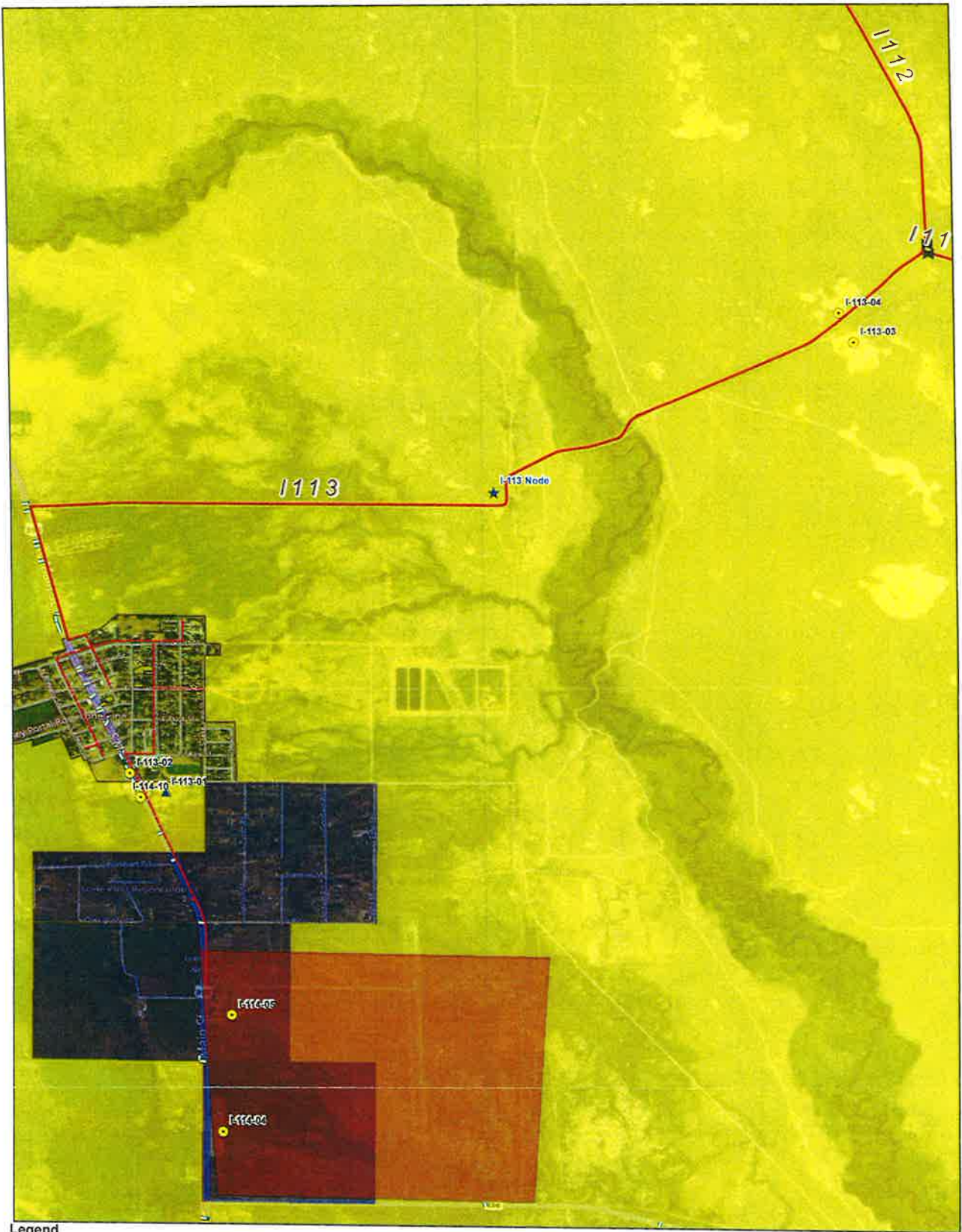
Legend

- | | | |
|--|--|---|
| <ul style="list-style-type: none">D395 Fiber AlignmentD395 DistributionD395 Block End PointsD395 AnchorsD395 Nodes | <p>D395 Staging Areas</p> <p>Use Type</p> <ul style="list-style-type: none">DepotLaydownStaging AreaBureau of Indian AffairsBureau Land ManagementBureau of ReclamationDepartment of DefenseFish & Wildlife Service | <ul style="list-style-type: none">US Forest ServiceNational Park ServiceOther (NASA, DOE, DOT, DOP)CA Dept Fish & GameCA Dept Parks and RecreationCounty-City-RegionalLos Angeles Dept. Water & Power LandsState Lands--State Lands CommissionState Lands |
|--|--|---|



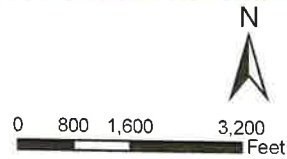
Date: 9/20/2011

Digital 395 Project - I113



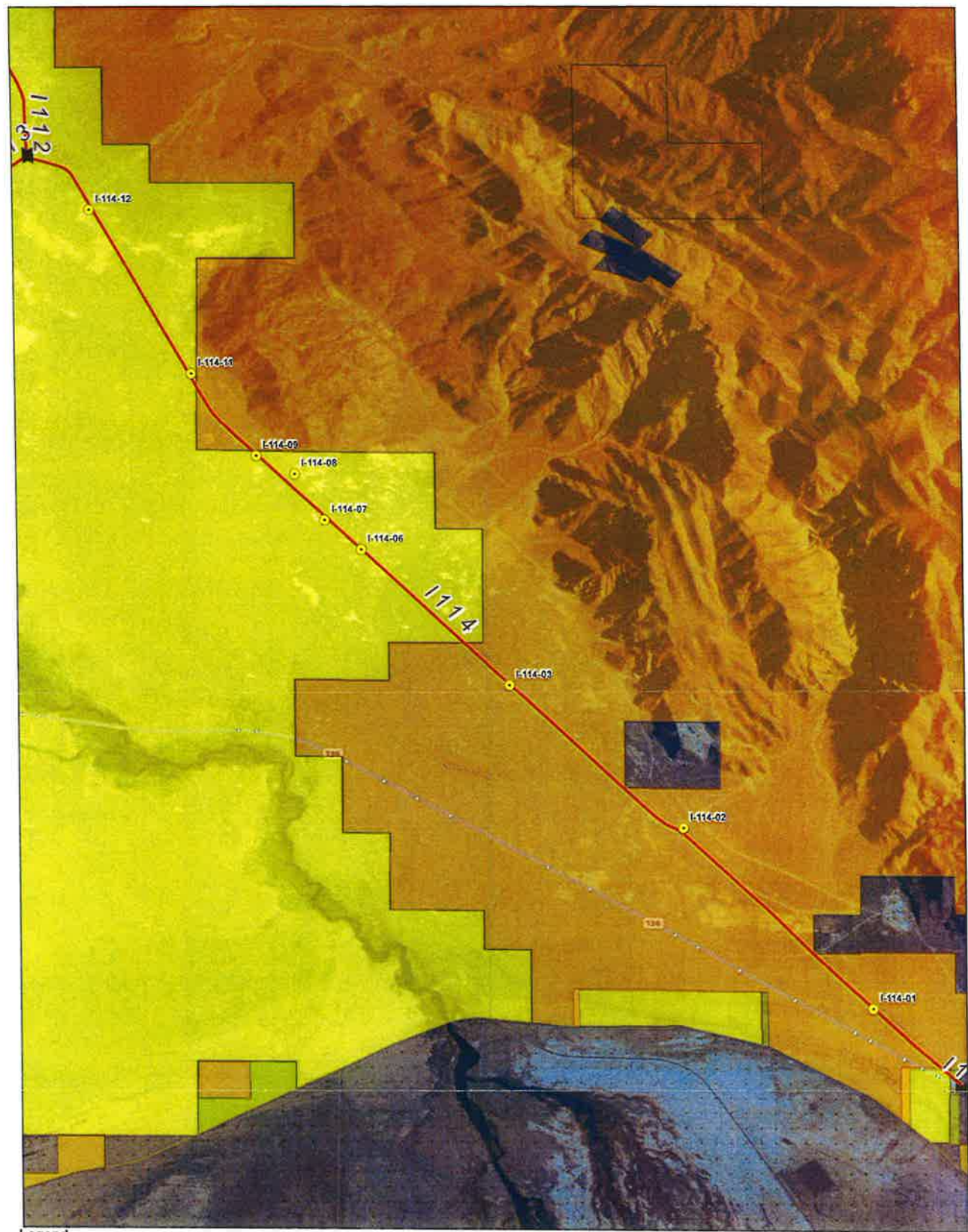
Legend

- | | | |
|--|---|---|
| <ul style="list-style-type: none">D395 Fiber AlignmentD395 DistributionD395 Block End PointsD395 AnchorsD395 Nodes | D395 Staging Areas
Use Type <ul style="list-style-type: none">DepotLaydownStaging AreaBureau of Indian AffairsBureau Land ManagementBureau of ReclamationDepartment of DefenseFish & Wildlife Service | <ul style="list-style-type: none">US Forest ServiceNational Park ServiceOther (NASA, DOE, DOT, DOP)CA Dept Fish & GameCA Dept Parks and RecreationCounty-City-RegionalLos Angeles Dept. Water & Power LandsState Lands--State Lands CommissionState Lands |
|--|---|---|



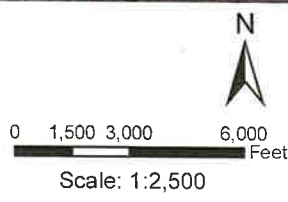
Date: 9/20/2011

Digital 395 Project - I114



Legend

- | | | |
|--|--|--|
| <ul style="list-style-type: none">D395 Fiber AlignmentD395 DistributionD395 Block End PointsD395 AnchorsD395 Nodes | <p>D395 Staging Areas</p> <p>Use Type</p> <ul style="list-style-type: none">DepotLaydownStaging AreaBureau of Indian AffairsBureau Land ManagementBureau of ReclamationDepartment of DefenseFish & Wildlife Service | <ul style="list-style-type: none">US Forest ServiceNational Park ServiceOther (NASA, DOE, DOT, DOP)CA Dept Fish & GameCA Dept Parks and RecreationCounty-City-RegionalLos Angeles DepL Water & Power LandsState Lands--State Lands CommissionState Lands |
|--|--|--|



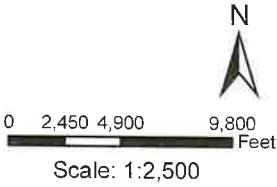
Date: 9/20/2011

Digital 395 Project - I117



Legend

- | | | |
|--|--|---|
| <ul style="list-style-type: none">D395 Fiber AlignmentD395 DistributionD395 Block End PointsD395 AnchorsD395 Nodes | <p>D395 Staging Areas</p> <p>Use Type</p> <ul style="list-style-type: none">DepotLaydownStaging AreaBureau of Indian AffairsBureau Land ManagementBureau of ReclamationDepartment of DefenseFish & Wildlife Service | <ul style="list-style-type: none">US Forest ServiceNational Park ServiceOther (NASA, DOE, DOT, DOP)CA Dept Fish & GameCA Dept Parks and RecreationCounty-City-RegionalLos Angeles Dept. Water & Power LandsState Lands--State Lands CommissionState Lands |
|--|--|---|



Date: 9/20/2011

EXHIBIT B

APPENDIX B – MITIGATION MONITORING AND REPORTING PLAN (MMRP)

THIS PAGE INTENTIONALLY LEFT BLANK

DRAFT MITIGATION MONITORING AND REPORTING PLAN (MMRP)

This Draft Mitigation Monitoring and Reporting Program (MMRP) has been developed in accordance with requirements of the California Environmental Quality Act (CEQA) for the Digital 395 Middle Mile Project. When adopting a Mitigated Negative Declaration containing mitigation measures, an agency must adopt a program for reporting or monitoring mitigations measures identified in the document as a condition of approval (CEQA guidelines Section 15091(d) and 15097).

The Mitigation Monitoring and Reporting Program includes:

- Identification of the person or agency responsible for implementing the mitigation;
- Brief description of the monitoring methods;
- Timing of monitoring activities; and
- Explanation of how compliance with the mitigation will be verified and documented (such as the type of report that documents what type of monitoring occurred and the results of that monitoring).

In an effort to avoid and minimize the potential for project related impacts, Applicant Proposed Measures (APMs) also are provided as a part of the Proposed Project and are included as part of the MMRP. The APMs and Mitigation Measures (MMs) are listed according to resource area. Specific avoidance, minimization, and mitigation measures with respect to special status species will be modified in cooperation with the appropriate agencies. The Proposed Project will incorporate these environmental protection measures as part of the project and shall be carried forward and implemented in accordance with project activities.

Appendix B – Mitigation Monitoring and Reporting Plan (MMRP)
CBC Digital 395 Middle Mile Project

MITIGATION MONITORING AND REPORTING PROGRAM APPLICANT PROPOSED MEASURES California Broadband Cooperative - Digital 395 Middle Mile Project			
Measure to be Implemented	Implementation Timing	Responsible Party	Timing of verification
WATER RESOURCES			
<p>APM-W-1: To avoid impacts to streams, the conduit will be installed using HDD at stream crossings. HDD uses a bentonite/water mixture that is pumped down the drill stem to run the drill head, lubricate the drill pipe, maintain the borehole, and remove bore cuttings. Bentonite is a fine clay that, mixed with water, provides the lubricant and operating fluid for the HDD process. Directional drilling eliminates disturbance to streams; however, if a fracture of the rock (substrate) occurs during HDD (frac-out), drilling fluids have the potential to be released into the stream. To protect stream resources in the event of a frac-out, the CBC will prepare and implement a HDD Contingency and Resource Protection Plan. Resource protection measures in the plan shall include:</p> <ul style="list-style-type: none"> ▪ During drilling operations, visual inspection along the bore path of the alignment shall take place at all times. In addition, at stream crossings with flowing water the stream shall be monitored upstream and downstream of the crossing; ▪ Specification of on-site equipment required to clean up and contain a drilling fluid release; ▪ Designation of responsibilities and reporting procedures in the event of a drilling fluid release; and/or ▪ Specific response procedures in the event of a drilling fluid release. 	Included in Project specifications; prior to and during construction activities.	Construction Monitor to identify stream crossings. Engineering Inspector to verify HDD method is implemented and that BMPs in the HDD Contingency and Resource Protection Plan are implemented.	HDD method documentation following HDD implementation.
<p>APM-W-2: To minimize the potential that waterbodies crossed by or adjacent to the Project route would be degraded by leaks and spills from fuels and lubricants used in Project equipment, the CBC will prepare a Spill Prevention and Pollution Plan (SPPP) and will implement the Best Management Practices (BMPs) specified in the plan in order to avoid introducing pollutants to waterbodies. The SPPP will include:</p>	Included in Project plans and specifications; prior to and during construction activities.	The Engineering Inspector will be responsible for the daily inspection of SPPP implementation and BMP effectiveness, and if necessary provide input and recommendations for increased effectiveness.	BMPs of an approved SPPP will be installed prior to the start of construction for that day.

Appendix B – Mitigation Monitoring and Reporting Plan (MMRP)
CBC Digital 395 Middle Mile Project

MITIGATION MONITORING AND REPORTING PROGRAM APPLICANT PROPOSED MEASURES California Broadband Cooperative - Digital 395 Middle Mile Project			
Measure to be Implemented	Implementation Timing	Responsible Party	Timing of verification
<ul style="list-style-type: none"> Measures to ensure that petroleum products are not discharged into drainages or bodies of water; A description of potentially hazardous and non-hazardous materials that could accidentally be spilled during construction (fuels, equipment lubricant, human waste and chemical toilets, and bentonite), potential spill sources, potential spill causes, proper storage and transport methods, spill containment, spill recovery, agency notification, and responsible parties; Hazardous substances shall be stored in staging areas that are located at least 100 feet from ephemeral and intermittent streams and 300 feet from perennial streams, lakes and wetlands. Refueling and vehicle maintenance shall be performed at least 100 feet from ephemeral and intermittent streams and 300 feet from perennial streams, lakes and wetlands (i.e., hazardous substances, refueling, and vehicle maintenance will occur outside of Riparian Conservation Areas); and Sedimentation fences, certified weed-free hay bales, sand bags, water bars, and baffles will be used as additional sources of protection for waters and ditches. 			
APM-W-3: To minimize the potential that waterbodies crossed by or adjacent to the Proposed Project route would be degraded by pollutants and sediment erosion associated with Project construction the CBC will prepare and implement a Storm Water Pollution Prevention Plan (SWPPP). The SWPPP addresses, at a minimum: <ul style="list-style-type: none"> Identification of potential sources of pollutants and toxic materials; Identification of Best Management Practices (BMPs) for stormwater contact minimization, construction material distribution and access, 	Included in Project plans and specifications; prior to and during construction activities.	The Engineering Inspector will be responsible for the daily inspection of SWPPP implementation and BMP effectiveness, and if necessary provide input and recommendations for increased effectiveness.	BMPs of an approved SWPPP will be installed prior to the start of construction for that day.

Appendix B – Mitigation Monitoring and Reporting Plan (MMRP)
CBC Digital 395 Middle Mile Project

MITIGATION MONITORING AND REPORTING PROGRAM APPLICANT PROPOSED MEASURES California Broadband Cooperative - Digital 395 Middle Mile Project			
Measure to be Implemented	Implementation Timing	Responsible Party	Timing of verification
<p>equipment storage, vehicle maintenance and cleaning areas;</p> <ul style="list-style-type: none"> Erosion and sediment control measures for wet- and dry-season activities; Temporary and permanent erosion control techniques, sediment control on public roads, wind erosion, and non-stormwater management techniques; and Waste management/disposal methods. 			
BIOLOGICAL RESOURCES			
<p>APM-Bio-1: The Applicant shall designate one or more Project Biologists. Project Biologist refers to the qualified, authorized, or approved person assigned to monitor measures identified in the MMRP and to document compliance with these measures. The biologist must be qualified in the respective field of biology and must be acceptable to the appropriate jurisdictional agency. The Project Biologist also will oversee other biologists, including biological monitors.</p> <p>Within the range of the desert tortoise, at least one designated Project Biologist shall meet the current USFWS Authorized Biologist qualifications criteria, demonstrate familiarity with protocols and guidelines for the desert tortoise, be approved by the USFWS, obtain training such as that offered through the Desert Tortoise Conservation Center in Las Vegas; and possess a California ESA Memorandum of Understanding pursuant to Section 2081(a) for desert tortoise.</p>	Throughout active construction and until final compliance report completed and accepted	To be designated by the Applicant.	Throughout active construction and at reporting intervals.
<ul style="list-style-type: none"> Project Biologist(s) or Biological Monitor(s) shall inspect work sites daily, and shall be on-site as needed according to APMs and MMs in this MMRP. Project Biologists and Biological Monitors shall be familiar with sensitive species and the minimization measures for this Proposed Project. The Project Biologist(s) shall be responsible for overseeing and training 			

Appendix B – Mitigation Monitoring and Reporting Plan (MMRP)
CBC Digital 395 Middle Mile Project

MITIGATION MONITORING AND REPORTING PROGRAM APPLICANT PROPOSED MEASURES California Broadband Cooperative - Digital 395 Middle Mile Project			
Measure to be Implemented	Implementation Timing	Responsible Party	Timing of verification
<p>Biological Monitors; advise the Applicant and Contractor on compliance with biological mitigation measures; notify the Applicant of non-compliance with biological resources conditions; respond directly to inquiries of the lead agencies or resource agencies regarding biological resource issues; maintain written records of tasks related to compliance and reporting for biological resource measures; prepare monthly, annual, and final compliance reports; establish and enforce speed limits at project work areas; and maintain the ability for regular, direct communication with representatives of CDFG, USFWS, BLM, and USFS, including notifying these agencies of dead or injured special status species and reporting special status species observations.</p>			
<ul style="list-style-type: none"> ▪ Daily logs. The Project Biologist(s) and Biological Monitor(s) shall maintain written records of daily activities, observations, and communications with the Applicant or construction personnel in a bound log book. These log books shall be made available for review to the lead agencies, CDFG, BLM, USFS, and USFWS at any time during or following project implementation. 	Throughout active construction and until final compliance report completed and accepted	To be designated by the Applicant.	Throughout active construction and at reporting intervals
<ul style="list-style-type: none"> ▪ Stop Work Authority. The Project Biologist(s) and Biological Monitor(s) shall have written authority to require a halt to activities in any area when determined that there would be an unauthorized adverse impact to biological resources if the activities continued. 	Throughout active construction and until final compliance report completed and accepted	To be designated by the Applicant.	Throughout active construction and at reporting intervals
<p>APM-Bio-2: Project Biologist(s) or Biological Monitor(s) shall clearly mark sensitive biological resource areas and inspect these areas at appropriate intervals for compliance with mitigation measures; inspect active construction areas for trench closure and any needed</p>	Throughout active construction and until final compliance report completed and accepted	To be designated by the Applicant.	Throughout active construction and at reporting intervals

Appendix B – Mitigation Monitoring and Reporting Plan (MMRP)
CBC Digital 395 Middle Mile Project

MITIGATION MONITORING AND REPORTING PROGRAM APPLICANT PROPOSED MEASURES California Broadband Cooperative - Digital 395 Middle Mile Project			
Measure to be Implemented	Implementation Timing	Responsible Party	Timing of verification
installation of structures that prevent wildlife entrapment or allow escape at the end of each work day and during periods of construction inactivity; inspect areas where animals may have become trapped prior to construction commencing each day; monitor vehicle speeds in and around work areas for conformance with posted speed limits; direct construction personnel on appropriate buffer areas around work sites to minimize wildlife disturbance; periodically inspect areas with high vehicle activity (e.g., equipment and materials staging areas, construction personnel parking lots) for animals in harm's way.			
APM-Bio-3: The Contractor shall undertake the following measures to manage construction sites and related facilities to avoid or minimize impacts to biological resources:			
<ul style="list-style-type: none"> ▪ Limit Disturbance Areas. The boundaries of areas to be disturbed (including staging areas, access roads, and sites for temporary placement of spoils) shall be clearly delineated with stakes and flagging prior to construction activities in consultation with the Project Biologist. Spoils and topsoil shall be stockpiled in areas already disturbed or to be disturbed by construction, so that stockpile sites do not add to total disturbance footprint. Disturbances, project vehicles, and equipment shall be confined to the designated work areas. Parking areas, staging and disposal site locations shall similarly be located in areas without native vegetation or special-status species habitat. 	Prior to and during construction	The Contractor shall identify and clearly mark in the field areas of disturbance.	This shall be ongoing as the Proposed Project progresses along the alignment,
<ul style="list-style-type: none"> ▪ Minimize Access Impacts. Where new access routes may be needed, or existing routes may need improvements, the improvements shall not extend beyond the flagged impact area as described above. Vehicles passing or turning around shall do so within the planned impact 	Prior to and during construction	The Contractor shall identify and clearly mark in the field areas of disturbance.	This shall be ongoing as the Proposed Project progresses along the alignment,

*Appendix B – Mitigation Monitoring and Reporting Plan (MMRP)
CBC Digital 395 Middle Mile Project*

MITIGATION MONITORING AND REPORTING PROGRAM APPLICANT PROPOSED MEASURES California Broadband Cooperative - Digital 395 Middle Mile Project			
Measure to be Implemented	Implementation Timing	Responsible Party	Timing of verification
area or in previously disturbed areas. Where new access is required outside of existing roads or the construction zone, the route shall be clearly marked (i.e., flagged and/or staked) prior to the onset of construction.			
<ul style="list-style-type: none"> ▪ Minimize Traffic Impacts. Vehicular traffic during project construction and operation shall be confined to existing designated routes of travel to and from work sites, and cross country vehicle and equipment use outside designated work areas shall be prohibited. The speed limit within any part of the project area shall be designated and enforced by the Project Biologist. 	Prior to and during construction	Project personnel are responsible for implementing this measure. The Contractor shall post the appropriate speed limit as determined by the Project Biologist.	This shall be ongoing as the Proposed Project progresses along the alignment,
<ul style="list-style-type: none"> ▪ Minimize Impacts of Alignments, Roads, Staging Areas. Staging areas for construction equipment, supplies, personnel parking, and other ancillary functions shall be designed and maintained with the goal of minimizing impacts to native plant communities and sensitive biological resources. Sites within the range of the desert tortoise shall be either fenced to exclude desert tortoises from entering the area, or shall be inspected periodically to determine whether a tortoise is within the area. Equipment and supplies (e.g., conduit) shall be inspected for desert tortoise prior to moving. The Project Biologist or Biological Monitor shall evaluate potential for special status plants or wildlife at every potential disturbance site; specifically, site selection of an area to be permanently or temporarily disturbed shall avoid streambeds, washes, or sensitive habitat types wherever feasible. Where these sites cannot feasibly be avoided, the Project Biologist shall outline site-specific requirements to minimize impacts to habitat and wildlife. These 	Included in Project plans and specifications. Surveys for biological resources shall be performed prior to and during construction.	The Engineering Inspector to determine and verify the appropriate disturbance. The Project Biologist and Biological Monitors shall perform surveys for biological resources.	Documentation of the Alignments, Roads, Staging Areas. Staging areas for construction equipment, supplies, personnel parking, and other ancillary functions shall be made by the Engineering Inspector. The Project Biologist shall report the findings of surveys.

Appendix B – Mitigation Monitoring and Reporting Plan (MMRP)
CBC Digital 395 Middle Mile Project

MITIGATION MONITORING AND REPORTING PROGRAM APPLICANT PROPOSED MEASURES California Broadband Cooperative - Digital 395 Middle Mile Project			
Measure to be Implemented	Implementation Timing	Responsible Party	Timing of verification
requirements shall include, but would not be limited to, pre-construction clearance surveys, on-site monitoring, and post-construction remediation.			
<ul style="list-style-type: none"> ▪ Avoid Use of Toxic Substances. Any soil bonding and weighting agents used on unpaved surfaces shall be non-toxic to wildlife and plants. 	Included in Project plans and specifications.	The Engineering Inspector to determine and verify the appropriate substance use.	Documentation of the implemented substances.
<ul style="list-style-type: none"> ▪ Minimize Standing Water. Water applied to dirt roads and construction areas (trenches or spoil piles) for dust abatement shall use the minimal amount needed to meet safety and air quality standards in an effort to prevent the formation of puddles, which could attract desert tortoises and common ravens to construction sites. A Biological Monitor shall patrol these areas to ensure water does not puddle and shall take appropriate action to reduce water application where necessary. 	During times of active construction.	The Contractor will be responsible for implementing watering measures and using the proper amount. The Project Biologist will be responsible for providing direction as-needed for watering amounts.	The Biological Monitor will document recommendations made to the Contractor and when the Contractor implements the recommendations.
<ul style="list-style-type: none"> ▪ Monitor Ground-Disturbing Activities Prior to Pre-Construction Site Mobilization. If pre-construction site mobilization requires ground-disturbing activities such as for geotechnical borings or hazardous waste evaluations, a Designated Biologist or Biological Monitor shall be present to monitor any actions that could disturb soil, vegetation, or wildlife. 	Included in Project plans and specifications. Prior to the start of construction.	The Engineering Inspector to determine necessary pre-construction methods. The Project Biologist and Biological Monitors shall be present during such activities.	The Engineering Inspector to document pre-construction activities that occur. The Project Biologist shall report observations as they relate to biological resources.
<ul style="list-style-type: none"> ▪ Cover all open trenches. All open trenches will be covered at the end of the work day. 	During construction activities.	The Contractor is responsible for implementing the covering of trenches while it will be the Biological Monitor who is responsible for an end of the day inspection of the trench coverings.	The Biological Monitor will document the trench coverings upon completion of the end of the day inspection.
APM-Bio-4: The Project Biologist shall be responsible for preparing and submitting monthly compliance memos, annual compliance reports, and completion compliance report to the lead agencies, Applicant, CDFG, BLM,	Throughout active construction and until final compliance report completed and accepted.	Project Biologist	Monthly compliance memos shall be submitted no later than two weeks following the end of each calendar month. Annual

Appendix B – Mitigation Monitoring and Reporting Plan (MMRP)
CBC Digital 395 Middle Mile Project

MITIGATION MONITORING AND REPORTING PROGRAM APPLICANT PROPOSED MEASURES California Broadband Cooperative - Digital 395 Middle Mile Project			
Measure to be Implemented	Implementation Timing	Responsible Party	Timing of verification
USFWS, and USFWS. Each report shall summarize work progress during the report period; discuss implementation of all biological avoidance and minimization measures, summarize observations of special status plants or animals, Applicant and contractor communications addressing biological resources, agency communications, and describe measures taken to avoid or minimize impacts to biological resources.			compliance reports shall be submitted no later than the 30 th of January following the end of each calendar year. The project completion report shall be submitted no later than 30 days following the completion of project construction.
APM-Bio-5: Trash and food items wrappers, cans, bottles, and ALL food scraps will be contained in closed containers in a manner that wildlife cannot access it and removed daily to reduce attractiveness to opportunistic predators such as common ravens (<i>Corvus corax</i>), coyotes (<i>Canis latrans</i>), and feral dogs. Feeding of wildlife is strictly prohibited.	During construction activities.	Project personnel are responsible for implementing this measure.	The Biological Monitor will document upon completion of the daily inspection.
APM-Bio-6: Pets and firearms shall be prohibited from the construction site. If guard dogs are to be used, the Contractor shall ensure that such animals do not affect any special status species.	During construction.	The Contractor will be responsible for assuring that domestic animals that could harm special status species are not on-site during construction.	The Biological Monitor will verify that no dogs or other domestic animals that could harm special status species are on-site.
APM-Bio-7: CBC staff and contractors as well as appropriate Caltrans personnel will complete an environmental awareness training on the protected species in and around the Project route and on required environmental protection measures. Training shall explain the need for and implementation of minimization measures. The format of the training seminar shall be discussed with the CBC beforehand. The Project Biologist or Biological Monitor shall provide the necessary training, including a course outline and supplementary materials, for the CBC staff and contractors, and a class roster to the CBC to certify which persons completed the training. The training shall include: supporting written material and electronic media, including photographs of protected species; the locations and types of sensitive biological resources within the project alignment and adjacent	Prior to and as-needed for new personnel during construction activities.	A Biologist familiar with special status species and the minimization measures for this project would perform the training.	The training would be conducted prior to all personnel working on Project site.

Appendix B – Mitigation Monitoring and Reporting Plan (MMRP)
CBC Digital 395 Middle Mile Project

MITIGATION MONITORING AND REPORTING PROGRAM APPLICANT PROPOSED MEASURES California Broadband Cooperative - Digital 395 Middle Mile Project			
Measure to be Implemented	Implementation Timing	Responsible Party	Timing of verification
areas, and explain the reasons for protecting these resources; inform participants that no snakes other reptiles, bats, or any other wildlife shall be harmed or harassed, with special emphasis on special status species; including information on physical characteristics, distribution, behavior, ecology, sensitivity to human activities, legal protection, penalties for violations, reporting requirements, and protection measures; a discussion of fire prevention measures to be implemented by workers during project activities; specific requirements regarding smoking and disposal of cigarettes; identify the Project Biologist(s) and Biological Monitor(s) for contact or further comments and questions about the material discussed in the program; direct trainees to report all observations of listed species and their sign to the Project Biologist for inclusion in the compliance reports; a discussion of the Project Biologist's and Biological Monitor's stop work authority; and a training acknowledgment form to be signed by each worker indicating that they received training and shall abide by the guidelines.			
APM-Bio-8: HDD or bridge attachments will be used to install the conduit at locations where the route crosses perennial waterbodies. Wetlands, including transmontane alkali marsh, will be avoided. If avoidance is not feasible, conduit will be installed using HDD, as described in the project description of the Joint EA/MND.	Included in Project plans and specifications.	The Engineering Inspector is to determine and verify the appropriate method, either HDD or bridge attachment.	Documentation of the implemented construction method for a perennial waterbody.
APM-Bio-9: No in-stream construction is proposed. No trenching or plowing activities are proposed to occur within seasonal or perennial aquatic habitat containing protected fish species. The selected construction techniques would be limited to HDD operations under water ways and ephemeral streams with the potential to support these species.	Included in Project plans and specifications.	The onsite Biological Monitor will identify the appropriate BMPs for individual locations. The Engineering Inspector is to verify appropriate techniques.	Documentation of the implemented construction method upon completion.
APM-Bio-10: Where work is required in the vicinity of seasonal or perennial aquatic habitats, the SPPP will include BMPs to avoid introducing contaminants into	Included in Project specifications and during construction.	The Contractor will prepare the SPPP and provide appropriate BMPs for stream protection.	Engineering Inspector to verify in the field upon completion of installation of BMPs.

Appendix B – Mitigation Monitoring and Reporting Plan (MMRP)
CBC Digital 395 Middle Mile Project

MITIGATION MONITORING AND REPORTING PROGRAM APPLICANT PROPOSED MEASURES California Broadband Cooperative - Digital 395 Middle Mile Project			
Measure to be Implemented	Implementation Timing	Responsible Party	Timing of verification
waterbodies. APM-Bio-11: Within 100 feet of the upper limit of the bank of an aquatic habitat containing protected fish, mollusk and crustacean species, a Biological Monitor shall be present on the site during construction. Daily inspections of construction BMPs shall occur and the Biological Monitor shall report deficient sediment control devices to the Contractor for prompt repair. HDD or bridge attachments would be used to install conduit where the route crosses waterbodies. An SPPP will be prepared that shall include BMPs to avoid introducing contaminants into waterbodies.	Prior to and during construction activities.	Biological Monitor to submit daily inspection logs, and provide recommendations to the Contractor. The Contractor will prepare the SPPP and provide appropriate BMPs for aquatic habitat protection. The Engineering Inspector is to verify appropriate techniques for responses.	The Biological Monitor will document recommendations made to the Contractor and when the Contractor implements the recommendations. The Biological Monitor to record daily activities occurring within 100 feet of aquatic habitat containing protected fish species. The Biological Monitor would notify the appropriate resource agencies immediately if a special status fish species were observed in the immediate vicinity of the day's construction area.
APM-Bio-12: The contractor will implement the following control measures for invasive and noxious weeds (non-native vegetation):	During construction activities.	Biological Monitor to submit daily monitoring logs	Biological Monitor to verify in the field
<ul style="list-style-type: none"> Contractor vehicles and equipment will be cleaned inside and out prior to arrival at the work site in an effort to limit the introduction of non-native vegetation onto the Project corridor. Exterior cleaning will consist of pressure washing vehicles and equipment, with attention paid to the tracks, feet, and/or tires and on the undercarriage, with special emphasis on axles, frame, cross members, motor mounts, and on and underneath steps, running boards, and front bumper/brush guard assemblies. Vehicle cabs will be swept out, and refuse will be disposed of in waste receptacles to be disposed of at an approved offsite location. The Contractor, with oversight from the Monitoring Biologist, will inspect vehicles and equipment in an effort to increase the potential that they are free of soil and debris capable of transporting non-native vegetation seeds, roots, or rhizomes. 	Prior to and during construction activities.	The Biological Monitor will be responsible to oversee and provide recommendations for the purposes of decreasing the likelihood that non-native vegetation enter the Project.	The Biological Monitor will record cleaning methods and if non-native vegetation debris was collected from vehicles, equipment, or construction personnel, and where disposal of the materials will occur, following cleaning.

Appendix B – Mitigation Monitoring and Reporting Plan (MMRP)
CBC Digital 395 Middle Mile Project

MITIGATION MONITORING AND REPORTING PROGRAM APPLICANT PROPOSED MEASURES California Broadband Cooperative - Digital 395 Middle Mile Project			
Measure to be Implemented	Implementation Timing	Responsible Party	Timing of verification
Seeds and plant parts that result from the cleaning will be collected and bagged for disposal at an approved offsite location. If noxious or invasive weeds are within the project area, vehicles will be cleaned before moving on to areas that are weed free.			
<ul style="list-style-type: none"> Project personnel will inspect, remove, and dispose of non-native vegetation seeds and plant parts found on their clothing and personal equipment. Plant materials gathered from Project personnel will be bagged to be disposed of at an approved offsite location. 	Prior to and during construction activities.	The Biological Monitor will be responsible to oversee and provide recommendations for the purposes of decreasing the likelihood that non-native vegetation enter the Project.	The Biological Monitor will record if non-native vegetation debris was collected from vehicles, equipment, or construction personnel, and where disposal of the material will occur, following cleaning.
<ul style="list-style-type: none"> Contractors will avoid or minimize all types of off-road travel that may result in the collection and dispersion of non-native vegetation by construction vehicles and equipment. 	During construction activities.	The Biological Monitor will be responsible to oversee and provide recommendations for the purposes of decreasing the likelihood that non-native vegetation enter the Project.	The Biological Monitor will record instances of off-road vehicle use.
<ul style="list-style-type: none"> The Contractor will select unvegetated areas or paved areas or other incidental disturbance for equipment staging. In order to minimize spread of weed seed or propagules from weedy area into native vegetation, the contractor will begin daily project operations in unvegetated areas or areas vegetated by native plants, as identified by the Biological Monitor, whenever feasible prior to operating in areas dominated by non-native vegetation. If this is not feasible, vehicles will be cleaned of any non-native vegetation seeds and plant parts, as described in sections of APM-Bio-10 above before moving to areas vegetated by native plants. 	During construction activities.	The Biological Monitor will be responsible for identifying areas containing non-native vegetation, and provide recommendations for delayed work in that area.	The Biological Monitor will document recommendations made to the Contractor and when the Contractor implements the recommendations.
<ul style="list-style-type: none"> The Contractor will limit the size of vegetation and/or ground disturbance to the amount necessary to perform the activity safely and as designed so as to minimize exposed soil to non- 	During construction activities.	The Contractor will be responsible for oversight of Project activities being conducted in a safe manner and as designed.	The Biological Monitor will record daily logs of ground disturbing activities.

Appendix B – Mitigation Monitoring and Reporting Plan (MMRP)
CBC Digital 395 Middle Mile Project

MITIGATION MONITORING AND REPORTING PROGRAM APPLICANT PROPOSED MEASURES California Broadband Cooperative - Digital 395 Middle Mile Project			
Measure to be Implemented	Implementation Timing	Responsible Party	Timing of verification
<p>native vegetation establishment.</p> <ul style="list-style-type: none"> The Contractor, in conjunction with the Biological Monitor, will evaluate where native vegetation needs to be established and/or protected. 	During construction activities.	The Biological Monitor will be responsible for identifying and recommending areas of native vegetation to be protected.	The Biological Monitor will document recommendations made to the Contractor and when the Contractor implements the recommendations.
<ul style="list-style-type: none"> Resource agencies will be consulted regarding measures to prevent the spread of non-native vegetation. This coordination will include identification of species on the involved agency non-native lists (e.g., Inyo National Forest). 	During construction activities.	The Biological Monitor will be responsible for coordination with resource agencies.	The Biological Monitor will document coordination with resource agencies.
<ul style="list-style-type: none"> The Contractor will utilize straw and/or hay bales for BMPs, such as sediment control or mulch distribution, from State-cleared sources that are free of primary noxious weeds. 	During construction activities.	The Contractor will be responsible for the purchasing the appropriate straw and/or hay bales.	Records of sale from State-cleared sources will be submitted to CBC by the Contractor.
<p>APM-Bio-13: The Project Biologist shall conduct a clearance survey for special status plant species immediately prior to construction in appropriate habitat. If planned construction activities may result in an impact to special status plant species, the following measures will be taken: 1) a minor re-route of the cable would be made to avoid the plant(s) and a suitable buffer area to prevent root damage or other incidental damage; or 2) in areas that cannot be avoided by a minor re-route of the cable shall be installed using HDD methods to eliminate surface disturbance. A biological monitor shall be present during construction activities occurring within the vicinity of these special status plant populations and shall be responsible for designating an appropriate buffer area or bore depth to minimize potential adverse impacts to the plants and their roots.</p>	Prior to construction activities in an areas with documented special status plant species.	The Biological Monitor would verify that special status plant species are present and recommend realignment or the use of HDD in that area.	Following the documentation of special status plant occurrence on or adjacent to the alignment and subsequent decision that potential impacts to rare plant species cannot be avoided.
<p>APM-Bio-14: Nesting bird surveys will be conducted during the nesting season within 100 feet (500 feet for raptors) of the proposed construction corridor, access routes, and staging areas, and an appropriate buffer determined by the onsite Project Biologist or Biological Monitor to these areas prior to the commencement of</p>	Nesting bird surveys would be performed within one week prior to the onset of construction. The typical nesting season is between February 15 and August 31 with most nesting activities occurring	A biologist familiar with the avian species that may nest within the project corridor.	Active bird nests that are located will be identified on a map following the nesting bird surveys.

Appendix B – Mitigation Monitoring and Reporting Plan (MMRP)
CBC Digital 395 Middle Mile Project

MITIGATION MONITORING AND REPORTING PROGRAM APPLICANT PROPOSED MEASURES California Broadband Cooperative - Digital 395 Middle Mile Project			
Measure to be Implemented	Implementation Timing	Responsible Party	Timing of verification
equipment operation.	between March and July.		
APM-Bio-15: The following measures will be taken to minimize and avoid impacts to the greater sage-grouse:	During construction activities.	Biological Monitor to submit daily monitoring logs	Biological Monitor to verify in the field
<ul style="list-style-type: none"> Prior to the initiation of any construction within the range of the greater sage grouse, the Project Biologist will contact CDFG and USFWS biologists to identify any known or potential greater sage grouse lekking or breeding habitat within the project alignment; the Project Biologist shall identify those areas and establish specific seasonal and daily work procedures to avoid or minimize any potential impacts to greater sage grouse. 	Prior to and during construction activities.	The Project Biologist will be responsible for CDFG and USFWS consultation and work with the Contractor to implement appropriate avoidance and minimization measures.	The Project Biologist will document the results of the CDFG and USFWS consultation and document the implemented avoidance and minimization measures.
<ul style="list-style-type: none"> To protect nesting greater sage-grouse no work or staging shall occur from May 1 to June 30 along the backbone from Conway Summit to the intersection of US-395 and Green Creek Road. 	During Construction activities.	The Contractor will be responsible for avoiding construction from May 1 to June 30 along the backbone from Conway Summit to the intersection of US-395 and Green Creek Road.	Location of construction between May 1 and June 30 will be documented by the Contractor.
<ul style="list-style-type: none"> Prior to construction activities at work sites, the Project Biologist will conduct pre-construction wildlife surveys at the site and surrounding buffer area. 	Prior to the start of construction.	The Project Biologist and/or Biological Monitor shall perform pre-construction surveys.	The Project Biologist will be responsible for the documentation of the findings of those surveys.
<ul style="list-style-type: none"> Speed limits within greater sage-grouse habitat and known breeding areas (i.e., Burcham Flat Road, a known lek and nesting area for the species) will be limited to a pace that does not interfere with breeding displays, or breeding and nesting activities. Construction personnel will obey posted speed limit signs for the Project at all times when on the Project. 	During construction activities.	The Project Biologist will provide recommendations for speed limits. The Contractor will be responsible for posting those speed limits and making Project personnel aware of the posted speed limits. The Biological Monitor will be responsible for bringing awareness to these areas daily as applicable.	The Biological Monitor will document recommendations made to the Contractor and when the Contractor implements the recommendations. The Biological Monitor to record daily activities occurring in greater sage-grouse habitat.
<ul style="list-style-type: none"> All open trenches will be covered at the end of the work day. 	During construction activities.	The Contractor is responsible for implementing the covering of trenches while it will be the Biological Monitor who is responsible for an end of the day	The Biological Monitor will document the trench coverings upon completion of the end of the day inspection.

*Appendix B – Mitigation Monitoring and Reporting Plan (MMRP)
CBC Digital 395 Middle Mile Project*

MITIGATION MONITORING AND REPORTING PROGRAM APPLICANT PROPOSED MEASURES California Broadband Cooperative - Digital 395 Middle Mile Project			
Measure to be Implemented	Implementation Timing	Responsible Party	Timing of verification
<ul style="list-style-type: none"> A Project Biologist or Biological Monitor will be present during all vegetation removal activities that take place during greater sage-grouse nesting season between May and July. 	During construction activities.	inspection of the trench coverings. The Biological Monitor is to provide guidance when necessary during vegetation removal activities.	The Biological Monitor will document vegetation removal activities within greater sage-grouse habitat on a daily basis.
<ul style="list-style-type: none"> Any greater sage-grouse nest encounter during project activities will be protected under the guidelines of local, state, and federal laws. 	During construction activities.	The Project Biologist will be responsible for the oversight of greater sage-grouse nests that are encountered and provide recommendations for protection.	The Biological Monitor will document recommendations made to the Contractor and when the Contractor implements the recommendations. The Biological Monitor to record daily activities occurring in the vicinity of greater sage-grouse nests.
APM-Bio-16: Prior to ground disturbing activities at work sites, the Project Biologist or Biological Monitor will conduct pre-construction wildlife surveys at the site and surrounding buffer area. Pre-construction surveys address potential occurrence of mammalian species, with particular attention afforded to burrowing species. Wherever possible, any mammal species, whether a sensitive species or not, will be allowed to leave the work site prior to construction.	Prior to ground disturbing construction activities.	The Project Biologist and/or Biological Monitor shall perform pre-construction surveys.	The Biological Monitor to record observations and interactions with mammalian species.
APM-Bio-17: Populations of Sierra Nevada bighorn sheep are known to occur along the Proposed Project route on the western slopes of the mountains in Owens Valley in Inyo County. The following measures will be taken to minimize and avoid impacts to Sierra Nevada bighorn sheep:	During construction activities.	Biological Monitor to submit daily monitoring logs.	Biological Monitor to verify in the field.
<ul style="list-style-type: none"> Speed limits within known Sierra Nevada bighorn sheep breeding areas will be limited to a pace that does not interfere with breeding displays or breeding. Construction personnel will obey posted speed limit signs for the Project at all times when on the Project. 	During construction activities.	The Biological Monitor will provide recommendations for speed limits. The Contractor will be responsible for posting those speed limits and making Project personnel aware of the posted speed limits. The Biological Monitor will be responsible for bringing awareness to these areas daily as applicable.	The Biological Monitor will document recommendations made to the Contractor and when the Contractor implements the recommendations. The Biological Monitor to record daily activities occurring in Sierra Nevada bighorn sheep breeding areas.

Appendix B – Mitigation Monitoring and Reporting Plan (MMRP)
CBC Digital 395 Middle Mile Project

MITIGATION MONITORING AND REPORTING PROGRAM APPLICANT PROPOSED MEASURES California Broadband Cooperative - Digital 395 Middle Mile Project			
Measure to be Implemented	Implementation Timing	Responsible Party	Timing of verification
<ul style="list-style-type: none"> Construction within or in the vicinity of Sierra Nevada bighorn sheep herds during the lambing season and/or near lambing herds will be postponed until after the lambing season. 	During construction activities.	The Project Biologist or Biological Monitor will be responsible for providing avoidance recommendations to the Contractor.	The Project Biologist will document recommendations made to the Contractor and when the Contractor implements the recommendations. The Project Biologist or Biological Monitor shall record all Sierra Nevada bighorn sheep observations throughout the Project alignment and daily Project activities occurring in Sierra Nevada bighorn sheep lambing areas for inclusion of Project compliance reports.
APM-Bio-18: The following measures will be taken to minimize and avoid impacts to mule deer:	During construction activities.	Biological Monitor to submit daily monitoring logs	Biological Monitor to verify in the field
<ul style="list-style-type: none"> Speed limits within known mule deer breeding areas and migration routes will be limited to a pace that does not interfere with breeding or migration. Construction personnel will obey posted speed limit signs for the Project at all times when on the Project. 	During construction activities.	The Project Biologist will provide recommendations for speed limits. The Contractor will be responsible for posting those speed limits and making Project personnel aware of the posted speed limits. The Biological Monitor will be responsible for bringing awareness to these areas daily as applicable.	The Biological Monitor will document recommendations made to the Contractor and when the Contractor implements the recommendations. The Biological Monitor to record daily activities occurring in mule deer breeding areas.
<ul style="list-style-type: none"> Where feasible, construction activities within migration corridors for mule deer will be avoided during the winter season (i.e., November 1-March 31). 	During construction activities.	The Project Biologist and Contractor will be responsible for identifying and avoiding mule deer migration corridors during the winter season.	The Biological Monitor to document avoidance, where feasible..
APM-Bio-19: Prior to initiating conduit installation on any bridge, the Project Biologist will conduct pre-construction bat roost surveys at the bridge site.	Prior to construction activities.	The Project Biologist or Biological Monitor and the Agency would determine the course of action in an effort to minimize impacts to special status bats or roost site.	Biological Monitor to verify in the field.
APM-Bio-20: The following measures will be taken to minimize and avoid impacts to the desert tortoise, following guidance by the "Best Management Practices	During construction activities.	Biological Monitor to submit daily monitoring logs	Biological Monitor to verify in the field

Appendix B – Mitigation Monitoring and Reporting Plan (MMRP)
CBC Digital 395 Middle Mile Project

MITIGATION MONITORING AND REPORTING PROGRAM APPLICANT PROPOSED MEASURES California Broadband Cooperative - Digital 395 Middle Mile Project			
Measure to be Implemented	Implementation Timing	Responsible Party	Timing of verification
for New Construction in Tortoise Habitat" (Appendix I in the West Mojave Plan):			
<ul style="list-style-type: none"> Speed limits within desert tortoise habitat will be limited to a pace that does not endanger the desert tortoise and in no circumstances will exceed 20 mph on any unpaved road. Under no circumstances, except an emergency, will any Project personnel drive off-road in desert tortoise habitat. Construction personnel will obey posted speed limit signs for the Project at all times when on the Project. 	During construction activities.	The Project Biologist will provide recommendations for speed limits. The Contractor will be responsible for posting those speed limits and making Project personnel aware of the posted speed limits. The Project Biologist and Biological Monitor will be responsible for bringing awareness to these areas daily as applicable.	The Biological Monitor will document recommendations made to the Contractor and when the Contractor implements the recommendations. The Biological Monitor to record daily activities occurring in desert tortoise habitat.
<ul style="list-style-type: none"> Pre-construction surveys for desert tortoise shall be conducted within the Proposed Project ROW and the required buffer areas. The Project Biologist and desert tortoise monitors shall walk parallel 30-foot wide linear transects covering 100 percent of the site and within a 50-foot buffer. 	Between February 15 and November 15, the survey shall occur within 48 hours prior to ground disturbance. Between November 16 and February 14, the survey may be performed several days or several weeks prior to disturbance.	The Project Biologist will conduct the survey.	The Project Biologist will document the methodology and results of the survey and will identify the location of any tortoises or borrows observed.
<ul style="list-style-type: none"> Special habitat features, such as burrows/pallets, identified during pre-construction surveys shall be marked, recorded, and avoided to the extent possible. Burrows that are found shall be checked for desert tortoises and eggs by the Project Biologist. When desert tortoises are found, the burrows shall be flagged so that equipment operators and drivers shall clearly see the flagging and avoid the burrows. Unoccupied burrows shall be flagged in a manner that contrasts with occupied burrows. 	Prior to construction	The Project Biologist shall conduct the survey.	The Project Biologist shall document the flagging of borrows and any other actions taken to ensure borrows are avoided by construction activities.
<ul style="list-style-type: none"> Encounters with desert tortoises shall be immediately reported to the Project Biologist. The Project Biologist shall maintain a record of desert tortoises encountered during Project activities. Information recorded for each desert 	During construction	The Project Biologist shall keep record.	The Project Biologist shall record all encounters with desert tortoises and the actions resulting from those encounters.

Appendix B – Mitigation Monitoring and Reporting Plan (MMRP)
CBC Digital 395 Middle Mile Project

MITIGATION MONITORING AND REPORTING PROGRAM APPLICANT PROPOSED MEASURES California Broadband Cooperative - Digital 395 Middle Mile Project			
Measure to be Implemented	Implementation Timing	Responsible Party	Timing of verification
tortoise shall include: the location (narrative, vegetation type, and maps); date of observation; general condition of health, including apparent injuries and state of healing; whether the desert tortoise voided its bladder; if moved, location moved from and location moved to; digital photographs of each handled tortoise; and diagnostic markings (i.e., identification numbers or marked lateral scutes).			
<ul style="list-style-type: none"> All open holes shall be covered, fenced or inspected by the Biological Monitor at the beginning, middle, and end of each day. Ramps shall be constructed at the ends of trenches, and, where feasible, at about 100-foot intervals along the trench to allow entrapped tortoises to escape. The Biological Monitor will inspect trench/hole closures each night after they have been filled or covered to verify no refuge for desert tortoise remains. 	During construction activities.	The Contractor is responsible for implementing the covering of trenches while it will be the Biological Monitor who is responsible for an end of the day inspection of the trench coverings.	The Biological Monitor will document the trench coverings upon completion of the end of the day inspection.
<ul style="list-style-type: none"> If trenches/holes cannot be closed (covered) and are located in habitat appropriate for desert tortoise, silt fencing will be installed around the area to prevent desert tortoise from entering the construction area. The Biological Monitor will perform an inspection of a completed silt fence. Following construction and removal of the silt fence, the ground will be returned to its pre-disturbance condition. 	During construction activities.	The Project Biologist will provide the recommendation for silt fence installation. The Contractor is responsible for implementing the installation of silt fencing while it will be the Biological Monitor who is responsible for an end of the day inspection of the trench coverings.	The Biological Monitor will document recommendations made to the Contractor and when the Contractor implements the recommendations. The Biological Monitor will document the silt fence installations upon completion of the inspection.
<ul style="list-style-type: none"> Any conduit or similar structure with a diameter greater than 3 inches, stored less than 8 inches aboveground for one or more nights, shall be inspected for tortoises before the material is moved, buried, or capped. As an alternative, all such structures may be capped before being stored, or placed on pipe racks. 	During construction.	The Biological Monitor is responsible for inspecting structures for the presence of tortoises; the Contractor is responsible for capping and/ or storing materials above 8 inches above ground.	The Biological Monitor will document at the end of each day.
<ul style="list-style-type: none"> The Biological Monitor will perform daily 	During construction activities.	The Contractor is responsible for	The Biological Monitor will

*Appendix B – Mitigation Monitoring and Reporting Plan (MMRP)
CBC Digital 395 Middle Mile Project*

MITIGATION MONITORING AND REPORTING PROGRAM APPLICANT PROPOSED MEASURES California Broadband Cooperative - Digital 395 Middle Mile Project			
Measure to be Implemented	Implementation Timing	Responsible Party	Timing of verification
inspections for the presence of desert tortoise in each trench/hole wherever silt fence is installed for desert tortoise protection. Priority of inspections will occur for areas scheduled for construction activities that day, then followed by areas not scheduled for construction. Encounters with desert tortoises shall immediately be reported to the Project Biologist.		implementing the installation of silt fencing while it will be the Biological Monitor who is responsible for an end of the day inspection of the trench coverings.	document the silt fence installations upon completion of the daily inspection.
<ul style="list-style-type: none"> In an effort to mitigate impacts to the desert tortoise, CBC will install new desert tortoise exclusionary fencing in locations along the Proposed Project route identified by the USFWS as preferred locations for fence installation. The exact length, location, and responsibility of maintenance of this new exclusionary fencing will be determined in a collaborative effort with the CBC, NTIA, USFWS, CDFG, and Caltrans based on experience, expertise, and available funding. 	Prior to construction activities.	The Contractor is responsible for implementing the installation of silt fencing while it will be the Biological Monitor who is responsible for a daily inspection of the exclusion coverings.	The Biological Monitor will document the silt fence installations upon completion of the daily inspection.
<ul style="list-style-type: none"> Desert tortoise fencing is present along portions of the Proposed Project. Desert tortoise fence located along the Proposed Project will be inspected on a daily basis. 	During construction.	The Project Biologist to conduct fence inspections. In areas where desert tortoise fence has been inspected and determined to be intact, a Biological Monitor will not be required. However, if there is a breach in the desert tortoise fence, a Biological Monitor will be required.	The Project Biologist shall document the inspection of desert tortoise fencing.
<ul style="list-style-type: none"> Project related damage to existing desert tortoise fencing shall be repaired immediately following construction in that area so that tortoises do not travel through damaged sections and into the highway. 	During construction.	The Project Biologist to conduct fence inspections. The Contractor is responsible for repairing damages to existing tortoise fencing.	The Project Biologist shall document the inspection of desert tortoise fencing including observations of trapped animals, repairs, tortoises, tortoise burrows and carcasses observed.
<ul style="list-style-type: none"> A written status report shall be submitted to the CDFG and USFWS every 30 days until 	Every 30 days during construction in desert tortoise habitat.	The Project Biologist is responsible for the report.	The report will document all actions taken to protect desert

*Appendix B – Mitigation Monitoring and Reporting Plan (MMRP)
CBC Digital 395 Middle Mile Project*

MITIGATION MONITORING AND REPORTING PROGRAM APPLICANT PROPOSED MEASURES California Broadband Cooperative - Digital 395 Middle Mile Project			
Measure to be Implemented	Implementation Timing	Responsible Party	Timing of verification
construction in desert tortoise habitat is completed			tortoise and all observations and interactions with desert tortoise during the prior 30 day period.
<ul style="list-style-type: none"> A summary report describing the effectiveness and practicality of mitigation measures, the number of desert tortoises observed, moved from site, and accidentally killed or injured and the specific information on each tortoise encountered shall be prepared after the completion of construction in desert tortoise habitat. 	90 days after the completion of construction in desert tortoise habitat.	The Biological Monitor is responsible for the report.	The report shall describe the effectiveness and practicality of mitigation measures, the number of desert tortoises observed, moved from site, and accidentally killed or injured and the specific information on each tortoise
<ul style="list-style-type: none"> Desert tortoises commonly seek shade during the hot portions of the day. Employees working within the geographic range of this species will be required to check under their equipment or vehicle before it is moved. If desert tortoises are encountered, the vehicle is not to be started/ moved until such animals have voluntarily moved to a safe distance away from the parked vehicle. If a desert tortoise is present and has not moved voluntarily after time, construction will be immediately halted and the Biological Monitor will be contacted. 	During construction activities.	All project personnel are responsible for implementing this measure.	The Biological Monitor will document upon completion of the daily inspection.
CULTURAL RESOURCES			
APM-CR-1: Construction only will occur in portions of the Project Area that have been surveyed or a record search has been completed in compliance with Section 106 of the National Historic Preservation Act.	Included in Project specifications and during construction activities	Cultural Resources Monitor	Cultural Resources Monitor to identify prior to construction activities
APM-CR-2: Impacts to identified cultural resources within the Project Area shall be minimized through avoidance and minimization measures which include: re-routing of the fiber optic line and associated components or directional boring beneath the site with an archaeological monitor present at the bore rig site, as feasible.	Included in Project specifications and during construction activities	Cultural Resources Monitor to submit daily monitoring logs	Cultural Resources Monitor to verify in the field
APM-CR-3: Site boundaries and a buffer zone, as defined and agreed upon by the lead or jurisdictional agency, will be provided for insuring avoidance of impacts to	Prior to construction activities	Cultural Resources Monitor to submit daily monitoring logs	Cultural Resources Monitor to verify in the field

Appendix B – Mitigation Monitoring and Reporting Plan (MMRP)
CBC Digital 395 Middle Mile Project

MITIGATION MONITORING AND REPORTING PROGRAM APPLICANT PROPOSED MEASURES California Broadband Cooperative - Digital 395 Middle Mile Project			
Measure to be Implemented	Implementation Timing	Responsible Party	Timing of verification
archaeological sites by designating these boundaries and buffer zones using flagging tape. Flagging will not occur too far in advance of construction activities; timing will be coordinate with the appropriate land managing agency. Monitoring will be conducted prior to construction to insure flagging has not been removed will be conducted by a qualified archaeologist.			
APM-CR-4: A qualified archaeological monitor will be present during ground-disturbing activities within the project area in areas determined likely to contain cultural resources. The monitor will be empowered to temporarily halt or redirect construction activities until the deposit is recorded and evaluated by a qualified archaeologist and the appropriate avoidance and minimization measures have been agreed upon in conjunction with the lead agency and local agency jurisdiction.	During construction activities; and in the event of discovery	Cultural Resources Monitor to submit daily monitoring logs	Cultural Resources Monitor to verify in the field
APM-CR-5: The PA currently is in revision after a 30-day review period with the listed parties. Signatories and invited signatories received a copy of the PA the week of June 13, 2011. The review period ended the week of July 18, 2011. Comments will be incorporated into the PA, and the PA will be returned to listed parties for reading and signatures. Phased mitigation procedures to meet Section 106 review and compliance will be outlined in the finished PA.	Prior to and during construction	The Applicant and appropriate agencies will complete and follow procedures outlined in the final PA.	The Project Archaeologist will document compliance with the final PA.
APM-CR-6: Prior to construction, the Applicant shall designate a certified Project Paleontologist to supervise monitoring of construction excavations and to produce a Paleontological Resource Management Plan (PRMP) for the Proposed Project. This PRMP shall be prepared and implemented under the direction of the Project Paleontologist and would address and incorporate measures identified in this MMRP. Paleontological monitoring shall include inspection of exposed rock units and microscopic examination of matrix to determine if fossils are present. The monitor shall have authority to	Prior to construction	To be designated by Applicant. Project Paleontologist to prepare and implement measures from PRMP.	Throughout active construction and at reporting intervals.

Appendix B – Mitigation Monitoring and Reporting Plan (MMRP)
CBC Digital 395 Middle Mile Project

MITIGATION MONITORING AND REPORTING PROGRAM APPLICANT PROPOSED MEASURES California Broadband Cooperative - Digital 395 Middle Mile Project			
Measure to be Implemented	Implementation Timing	Responsible Party	Timing of verification
temporarily divert grading away from exposed fossils in order to recover the fossil specimens. The PRMP may require field surveys for specific areas along the project route based on the sensitivity of the area. The PRMP may require the Applicant to have a formal agreement with a recognized museum repository and the Project Paleontologist to curate any fossil collections, maintain appropriate field and laboratory documentation, and prepare the final Paleontological Resource Recovery Report in a timely manner following construction. More specific guidelines for paleontological resource monitoring will be identified in the Project PRMP. The Project Paleontologist shall document interim results of the construction monitoring program with monthly progress reports.			
APM-CR-7: Workers Environmental Awareness Program training shall be provided to construction supervisors and crew for awareness of requirements regarding the protection of paleontological resources and procedures to be implemented in the event fossil remains are encountered by ground-disturbing activities.	Prior to and as-needed for new personnel during construction activities.	The Project Paleontologist familiar with the minimization measures for this project would perform the training.	The training would be conducted prior to all personnel working on Project site in areas of concern.
APM-CR-8: Ground-disturbing activities shall be monitored on a full-time basis by a paleontological construction monitor only in those parts of the Project area where these activities may disturb previously undisturbed strata in rock units of high sensitivity. The areas that will require full-time monitoring include: <ul style="list-style-type: none"> ▪ Segment Hinkly to Kramer Junction: older alluvium; ▪ Segment Kramer Junction to Atolia-Quaternary: older alluvium north of Kramer Junction Quaternary nonmarine terrace deposits; ▪ Segment Searles to Ridgecrest: Quaternary lake deposits and alluvium one mile on either side; ▪ Segment Ridgecrest to Inyokern: Quaternary lake deposits and alluvium one mile on either side of Quaternary lake deposits; 	During construction	The Project Paleontologist to decide the level of monitoring required for the area.	Level of monitoring to be identified prior to construction activities. Project Paleontologist to keep notes regarding monitoring.

Appendix B – Mitigation Monitoring and Reporting Plan (MMRP)
CBC Digital 395 Middle Mile Project

MITIGATION MONITORING AND REPORTING PROGRAM APPLICANT PROPOSED MEASURES California Broadband Cooperative - Digital 395 Middle Mile Project			
Measure to be Implemented	Implementation Timing	Responsible Party	Timing of verification
<ul style="list-style-type: none"> Segment Inyokern to Little Lake: Quaternary nonmarine deposits; Segment Little Lake to Olancha: Quaternary alluvium adjacent to Owens Lake; Segment Olancha to Keeler: Quaternary alluvium adjacent to Owens Lake; Segment Keeler to Owenyo: Quaternary lake deposits; Quaternary alluvium adjacent to Owen Lake; Segment Lone Pine Quaternary lake deposits; Segment Owenyo to Independence: Quaternary alluvium where route crosses Owens River; and Segments in the Mono Basin-Quaternary lake deposits. <p>The Project Paleontologist, upon conferring with the Paleontological Monitor(s), can reduce the amount of monitoring if it is determined that a large portion of a segment is in top soil or fill. The areas that will require part-time or spot checking monitoring:</p> <ul style="list-style-type: none"> All areas with Quaternary alluvium <p>The areas that will require no monitoring:</p> <ul style="list-style-type: none"> Areas where volcanic, granitic, or metamorphic rocks are present. 			
AESTHETIC AND VISUAL RESOURCES			
APM-A-1: Staging and material and equipment storage areas, including storage sites for excavated materials will be appropriately located away from areas of high public visibility to the extent possible.	Included in Project specifications, prior to construction activities	Engineering Inspector	Prior to construction activities
LAND USE			
APM-LU-1: Prepare Construction Notification Plan. Prior to construction, CBC shall prepare and submit a Construction Notification Plan to the NTIA and the CPUC	Prior to construction activities	CBC to prepare. Engineering Inspector to verify prior to construction.	Prior to construction activities

Appendix B – Mitigation Monitoring and Reporting Plan (MMRP)
CBC Digital 395 Middle Mile Project

MITIGATION MONITORING AND REPORTING PROGRAM APPLICANT PROPOSED MEASURES California Broadband Cooperative - Digital 395 Middle Mile Project			
Measure to be Implemented	Implementation Timing	Responsible Party	Timing of verification
for approval. The Plan shall identify the procedures that address at a minimum the following components:			
<ul style="list-style-type: none"> ▪ Public notice mailer. Prior to construction, a public notice mailer shall be prepared. The notice shall identify construction activities that would restrict, block, or require a detour to access existing residential properties, retail and commercial businesses, wilderness and recreation facilities, and public facilities (e.g., schools and reserves). The notice shall state the type of construction activities that will be conducted and the location and duration of construction. CBC shall mail the notice to all residents or property owners within 300 feet of the right-of-way and to specific public agencies with facilities that could be impacted by construction. If construction delays of more than seven days occur, an additional notice shall be prepared and distributed. 	Prior to construction activities	CBC to prepare. Engineering Inspector to verify prior to construction.	Prior to construction activities
<ul style="list-style-type: none"> ▪ Newspaper advertisements. Prior to construction within a route segment, one round of newspaper advertisements shall be placed in local newspapers and bulletins. The advertisement shall state when and where construction will occur and provide information on the public liaison person and hotline identified below. If construction is delayed as noted above, an additional round of newspaper ads shall be placed to discuss the status and schedule of construction. 	Prior to construction activities	CBC to prepare. Engineering Inspector to verify prior to construction.	Prior to construction activities
<ul style="list-style-type: none"> ▪ Public venue notices. Prior to construction, notice of construction shall be posted at public venues such as trail crossings, rest stops, resource management offices, and other public venues to inform residents and visitors of the purpose and schedule of construction activities. For public road closures, CBC shall post 	Prior to construction activities	CBC to prepare. Engineering Inspector to verify prior to construction.	Prior to construction activities

Appendix B – Mitigation Monitoring and Reporting Plan (MMRP)
CBC Digital 395 Middle Mile Project

MITIGATION MONITORING AND REPORTING PROGRAM APPLICANT PROPOSED MEASURES California Broadband Cooperative - Digital 395 Middle Mile Project			
Measure to be Implemented	Implementation Timing	Responsible Party	Timing of verification
information about the road detour at applicable resource management offices and post the notice within two miles north and south of the detour. For recreation facilities and reserves, the notice shall be posted along the access routes to known recreational destinations that would be restricted, blocked, or detoured and shall provide information on alternative recreation areas that may be used during the closure of these facilities.			
<ul style="list-style-type: none"> Public liaison person and toll-free information hotline. CBC shall identify and provide a public liaison person before and during construction to respond to concerns of neighboring property owners about noise, dust, and other construction disturbance. Procedures for reaching the public liaison officer via telephone or in person shall be included in notices distributed to the public. CBC shall also establish a toll-free telephone number for receiving questions or complaints during construction and shall develop procedures for responding to callers. Procedures for handling and responding to calls shall be addressed in the Construction Notification Plan. 	Prior to construction activities	CBC to prepare. Engineering Inspector to verify prior to construction.	Prior to construction activities
INFRASTRUCTURE			
APM-I-1: Roadway Capacity Maintenance. CBC and its construction contractors shall maintain the maximum possible amount of travel lane capacity on roads during non-construction periods and shall provide traffic control during construction along public roads and highways.	During construction activities	Engineering Inspector	During construction activities
APM-I-2: Prepare Transportation Management Plans. Prior to the start of construction, CBC shall submit Traffic Management Plans (TMPs) to all agencies with jurisdiction over public roads that would be affected by construction activities. TMPs shall define the locations of all roads that would need to be temporarily closed due to	Prior to and during construction activities	Engineering Inspector	Prior to and during construction activities

Appendix B – Mitigation Monitoring and Reporting Plan (MMRP)
CBC Digital 395 Middle Mile Project

MITIGATION MONITORING AND REPORTING PROGRAM APPLICANT PROPOSED MEASURES California Broadband Cooperative - Digital 395 Middle Mile Project			
Measure to be Implemented	Implementation Timing	Responsible Party	Timing of verification
<p>construction activities. The TMPs shall define the use of flag persons, warning signs, lights, barricades, cones, etc. according to standard guidelines outlined in the Caltrans Traffic Manual, the Standard Specifications for Public Works Construction, and the <i>Work Area Traffic Control Handbook</i> (WATCH).</p> <p>Shoulder or lane closures shall be accomplished in accordance with the 2010 Caltrans Standard Plans. A lane closure shall be required when personnel are working or equipment is operated within six feet of the traveled way. A shoulder closure shall be used when personnel or equipment for the work are located outside of six feet from the traveled way. Any traffic control that deviates from 2010 Caltrans Standard Plans shall require a traffic control plan being submitted for approval 14 days prior to the start of work.</p>			
APM I-3: Prepare Recycling Program. Prior to the start of construction, CBC will create a recycling program to be implemented that will require that the Project meet specified diversion goals.	Prior to and during construction activities.	Engineering Inspector	Prior to and during construction activities.
HUMAN HEALTH/SAFETY			
APM-HHS-1: An environmental health and safety professional who is 40-hour HAZWOPER trained shall be present during the trenching and cable installation in the vicinity of the three active LUST sites listed in Section 4.13 to monitor the construction to minimize these risks.	During construction activities	Health and Safety Monitor to submit monitoring logs	Health and Safety Monitor to verify in field
APM-HHS-2: The Project Applicant and contractor shall be subject to the Occupational Safety Health Administration (OSHA) which sets forth mandatory health and safety standards for construction sites. These standards include mandatory incident reporting, daily tailgate meetings, and monthly safety meetings with the contractor to discuss potential health and safety issues. In addition, the construction superintendent shall be responsible for verifying that all construction personnel working on the Project site is a legal citizen or possesses an employment	During construction activities	Project Applicant/ Contractor	Health and Safety Monitor to verify in field

Appendix B – Mitigation Monitoring and Reporting Plan (MMRP)
CBC Digital 395 Middle Mile Project

MITIGATION MONITORING AND REPORTING PROGRAM APPLICANT PROPOSED MEASURES California Broadband Cooperative - Digital 395 Middle Mile Project			
Measure to be Implemented	Implementation Timing	Responsible Party	Timing of verification
visa.			

*Appendix B – Mitigation Monitoring and Reporting Plan (MMRP)
CBC Digital 395 Middle Mile Project*

MITIGATION MONITORING AND REPORTING PROGRAM MITIGATION MEASURES California Broadband Cooperative - Digital 395 Middle Mile Project			
Mitigation Measure to be Implemented	Implementation Timing	Responsible Party	Timing of verification
NOISE			
MM-N-1: If project construction activities with ground borne vibration activities occur within 100 feet of sensitive receptors, the occupants and property owners shall be notified of the construction activities fifteen days prior to construction.	Prior to construction activities	Construction Monitor to identify areas of sensitive receptors. Engineering Inspector to verify occupants and property owners are notified.	Immediately prior to construction activities in areas with sensitive receptors.
WATER RESOURCES			
MM-W-1: If a fracture of the substrate occurs during HDD (frac-out), drilling fluids have the potential to be released into the stream or dry streambed. In the event of a frac-out, the CBC will implement response measures in the HDD Contingency and Resource Protection Plan.	Included in Project plans specifications; implemented during construction activities	The Engineering Inspector would verify that the HDD Contingency and Resource Protection Plan was implemented.	Following the event of a frac-out.
MM-W-2: If a leak or spill from fuels and lubricants enters or threatens to enter a stream crossed or immediately adjacent to the Proposed Project ROW, the CBC will implement response procedures specified in the Spill Prevention and Pollution Plan (SPPP).	Included in Project plans and specifications; during construction activities	The Engineering Inspector would verify that the SPPP measures were implemented.	Following a fuel or lubricant leak into a stream.
BIOLOGICAL RESOURCES			
MM-Bio-1: If the contractor suspects that invasive and/or noxious weeds have been brought to the site, the contractor would notify the Biological Monitor in an effort to minimize potential impacts and resolve the issue.	During construction activities.	A Biological Monitor would determine the necessary course of action to remedy the potential introduction of invasive and/or noxious weeds and provide recommendations for further prevention of such cases.	The Biological Monitor would document the actions taken to remove the invasive and/or noxious weeds upon completion of the action.
MM-Bio-2: Disturbance of vegetation outside of the road, but within the construction ROW, shall be limited to crushing vegetation to minimize root damage to vegetation. If special status plant species, such as Joshua trees, cacti, and succulents are within an impact area, the restoration specialist shall remove and temporarily relocate the species ahead of construction, to a “nursery area” until safe to return to the immediate area where the special	During and after construction	The Biological Monitor	The Biological Monitor shall verify that vegetation is not cleared outside existing roads. The biological Monitor would verify that special status plant species within the construction impact area is temporarily relocated and then restored.

Appendix B – Mitigation Monitoring and Reporting Plan (MMRP)
CBC Digital 395 Middle Mile Project

MITIGATION MONITORING AND REPORTING PROGRAM MITIGATION MEASURES California Broadband Cooperative - Digital 395 Middle Mile Project			
Mitigation Measure to be Implemented	Implementation Timing	Responsible Party	Timing of verification
status vegetation was originally found. If unforeseen circumstances require disturbance of vegetation beyond the final Proposed Project route, CBC shall notify the appropriate agencies immediately. Surface stabilization and reclamation within and along the boundaries of the Proposed Project ROW shall be accomplished by removing construction debris from the Project area and returning the soil to its original grade.			
MM-Bio-3: If an active native bird nest were found within 100 feet (500 feet for raptors) of the Project corridor, an appropriate buffer will be assigned by the Monitoring Biologist. The biologist shall have the discretion to adjust the buffer area (upward or downward) as appropriate according to proposed construction activity, the bird species involved, and the status of the nest and nesting activity.	Prior to and during construction activities.	Biological Monitor to submit daily monitoring logs.	The nesting species and the assigned buffer will be documented upon discovery of nest.
MM-Bio-4: The Proposed Project does not directly cross any known greater sage-grouse lekking or breeding areas. If a greater sage-grouse is observed within 100 feet of an active construction site, construction activities will be limited or temporarily halted until the animal has left the area. If the sage-grouse does not leave the area on its own, the Project Biologist would contact the appropriate agency to determine the best course of action. If any construction activities were to occur within a newly identified lekking or breeding area, the activities shall be conducted outside the breeding season.	Prior to and during construction activities.	The Project Biologist or Biological Monitor and the appropriate agency would determine the course of action in an effort to allow construction activities to resume.	Measures required to maintain construction activity would be documented immediately upon completion of biologist and Agency discussions. The Biological Monitor to record greater sage-grouse observations and interactions.
MM-Bio-5: A survey shall be conducted within 30 days prior to the initiation of construction by a qualified biologist to determine the presence or absence of the burrowing owl in the construction zone plus 250 feet beyond.	30 days prior to start of construction and during construction activities.	The Biological Monitor will be responsible for the oversight of burrowing owl surveys and burrows that are encountered and provide recommendations for protection.	The Biological Monitor to record burrowing owl observations and interactions.
MM-Bio-6: If the burrowing owl is present, no	During construction activities.	Biological Monitor to submit daily	Biological Monitor to verify in the

Appendix B – Mitigation Monitoring and Reporting Plan (MMRP)
CBC Digital 395 Middle Mile Project

MITIGATION MONITORING AND REPORTING PROGRAM MITIGATION MEASURES California Broadband Cooperative - Digital 395 Middle Mile Project			
Mitigation Measure to be Implemented	Implementation Timing	Responsible Party	Timing of verification
disturbance shall occur within 50 meters (approximately 160 ft) of occupied burrows from September 1 through January 31 or within 75 meters (approximately 250 ft) of occupied burrows from February 1 through August 31.		monitoring logs	field.
MM-Bio-7: Pipes or similar construction materials that are stored on site for one or more nights shall be inspected for burrowing owls by a Biological Monitor before the material is moved, buried, or capped.	During construction activities.	The Contractor is responsible for closing and capping pipes and similar construction materials. The Biological Monitor is responsible for inspections and submitting monitoring logs of inspections performed.	Biological Monitor to verify in the field.
MM-Bio-8: Passive relocation of burrowing owls shall be implemented prior to construction only at the direction of the CDFG and only if the above-described occupied burrow disturbance absolutely cannot be avoided (e.g., due to physical or safety constraints). Relocation of owls shall only be implemented during the non-breeding season.	Prior to the start of construction activities and only during September 1 to January 31.	The Biological Monitor will be responsible for the oversight of burrowing owl surveys and burrows, and will coordinate accordingly with CDFG.	The Biological Monitor to record burrowing owl relocation activities.
MM-Bio -9: When conducting construction activities during the bird breeding season of March 15 through September 15 within 500 feet of habitat in which least Bell's vireos and/or southwestern willow flycatchers are known to occur or have potential to occur, a Project Biologist shall survey for least Bell's vireos and southwestern willow flycatchers within 10 calendar days prior to initiating activities in an area. If least Bell's vireos or southwestern willow flycatchers are present, then construction would be temporarily halted and the Biological Monitor and appropriate agency would be contacted to determine the best course of action.	10 calendar days prior to construction (and during construction) in least Bell's vireo and southwestern willow flycatcher habitat between March 15 and September 15	The Project Biologist will conduct the survey and coordinate with the appropriate agency, if necessary.	The Project Biologist shall submit a report documenting survey methodology and all least bell's vireo and southwestern willow flycatcher observations.
MM-Bio-10: If a special status mammalian species were detected or directly observed within 100 feet of a construction area that may result in direct disturbance to that animal, then construction	During construction activities.	A Biological Monitor and the agency would determine the course of action in an effort to allow construction activities to resume. A	Measures required to resume work would be documented immediately upon completion of biologist and Agency discussions. Biological

Appendix B – Mitigation Monitoring and Reporting Plan (MMRP)
CBC Digital 395 Middle Mile Project

MITIGATION MONITORING AND REPORTING PROGRAM MITIGATION MEASURES California Broadband Cooperative - Digital 395 Middle Mile Project			
Mitigation Measure to be Implemented	Implementation Timing	Responsible Party	Timing of verification
would be temporarily halted until the mammal left; if it does not leave on its own, the Biological Monitor would contact the appropriate agency to determine the best course of action.		Biological Monitor would be present to monitor for potential disturbance to special status mammalian species.	Monitor would submit daily monitoring logs.
MM-Bio-11: If a Sierra Nevada bighorn sheep is observed within 100 feet of an active construction site, then construction would be temporarily halted until the animal leaves the area. If the animal does not leave the area within a short time, or if it appears to be injured or ill, or if a lamb, with or without a ewe is present in the area, then the Project Biologist, if necessary, shall contact the appropriate Agency to determine the best course of action. All verified bighorn sheep observations will be recorded in daily field notes and reported in the project compliance reports.	During construction activities.	The Project Biologist and the Agency would determine the course of action in an effort to allow construction activities to resume.	Measures required to resume work would be documented immediately upon completion of biologist and Agency discussions.
MM-Bio-12: If a mule deer is observed within 100 feet of an active construction site, then construction would be temporarily halted until the animal leaves the area. If the mule deer does not leave the area within a short time, or if it appears to be injured or ill, or if a fawn, with or without a doe are present in the area, the Project Biologist or Biological Monitor will be contacted and, if necessary, the appropriate Agency would be contacted to determine the best course of action.	During construction activities.	An on-call Biological Monitor and the Agency would determine the course of action in an effort to allow construction activities to resume.	Measures required to resume work would be documented immediately upon completion of biologist and Agency discussions.
MM-Bio-13: Any tower or similar structure erected in or adjacent to desert tortoise, sage grouse, and/or Mohave ground squirrel habitat must include an anti-perching device to curtail avian predation	During construction of any tower-like structures in desert tortoise or Mojave ground squirrel habitat.	The Contractor will be responsible for installing the anti-perching devices on any structure that could attract roosting by avian predators.	The Biological Monitor will verify that anti perching devices are installed on structures that could attract avian predators.
MM-Bio-14: Mohave ground squirrel (MGS) are assumed to be present in the Proposed Project area. The MGS shall be looked for opportunistically as part of other surveys and monitoring required during project construction. Mitigation measures will be coordinated with the CDFG and an incidental	During construction activities.	The Biological Monitor will be responsible for the oversight of MSG and burrows that are encountered and provide recommendations for protection.	The Biological Monitor to record MSG observations and interactions.

Appendix B – Mitigation Monitoring and Reporting Plan (MMRP)
CBC Digital 395 Middle Mile Project

MITIGATION MONITORING AND REPORTING PROGRAM MITIGATION MEASURES California Broadband Cooperative - Digital 395 Middle Mile Project			
Mitigation Measure to be Implemented	Implementation Timing	Responsible Party	Timing of verification
take permit will be obtained by CBC prior to construction occurring in MGS habitat.			
MM-Bio-15: The Project Biologist shall immediately notify the Contractor and CDFG of any MGS encountered. Notification to CDFG shall follow the requirements identified in the incidental take permit.	Prior to and during construction activities.	The Biological Monitor will be responsible for notifying the Contractor and CDFG of a MGS encounter. The Biological Monitor will be responsible for the preparation of an incident report for a MGS encounter.	The Biological Monitor will notify CDFG within the same day or by the following business day as described in this measure. The Biological Monitor will prepare an incident report following a MGS encounter.
MM-Bio-16: The Project Biologist will survey for bats and/or bird nests prior to installing conduit at bridges. Construction at any bridges with active bird nests or bat colonies would be avoided during the breeding season. The appropriate Agency would be consulted should a bridge appear to serve as a bat roost.	A bird nest and bat survey would be performed within two weeks of installing conduit on a bridge. The typical bird nesting season is between February 15 and August 31, with most nesting activities occurring between March and July. The typical bat breeding season is May to July.	The Project Biologist will conduct the survey.	Active bird nests and bat colonies will be identified on a map following the nesting bird surveys.
MM-Bio-17: If roosting bats may be present, then the Project Biologist shall identify the species and contact CDFG or the Nevada Dept. of Wildlife to determine the best course of action. Where bridges may serve as maternity roosts, project construction will be delayed until conclusion of the breeding season.	Prior to and during construction activities.	The Project Biologist or Biological Monitor and the Agency would determine the course of action in an effort to minimize impacts to special status bats or roost site and allow construction activities to resume.	Measures required to resume work would be documented immediately upon completion of biologist and Agency discussions.
MM-Bio-18: The Project Biologist shall conduct pre-construction surveys for American badger dens in the Project Area, including areas within 100 feet of all Project ROW staging areas and access roads. If	Prior to construction activities.	The Biological Monitor will be responsible for the oversight of badger surveys and burrows that are encountered and provide	The Biological Monitor to record badger observations and interactions.

Appendix B – Mitigation Monitoring and Reporting Plan (MMRP)
CBC Digital 395 Middle Mile Project

MITIGATION MONITORING AND REPORTING PROGRAM MITIGATION MEASURES California Broadband Cooperative - Digital 395 Middle Mile Project			
Mitigation Measure to be Implemented	Implementation Timing	Responsible Party	Timing of verification
dens are detected each den will be classified as inactive, potentially active, or definitely active.		recommendations for protection.	
MM-Bio-19: Disturbance to all American badger dens will be avoided to the maximum extent possible. Dens determined to be occupied between March 1 and June 30 will be avoided to protect adults and nursing young. If a potentially active den is found in a construction area, the appropriate Agency would be contacted to determine the best course of action.	During construction activities	The Biological Monitor will be responsible for the oversight of badger surveys and burrows that are encountered and coordinate with the appropriate agency to provide recommendations for protection.	The Biological Monitor to record badger observations and interactions.
MM-Bio-20: To prevent badger burrows from possible collapse from equipment vibration, speed limits shall be reduced to no more than 20 mph when within 200 feet from an active American badger den.	During construction activities	The Contractor will be responsible for oversight of construction crews vehicle operations.	During construction activities.
MM-Bio-21: A Pre-construction survey shall be conducted for pygmy rabbit in suitable habitat, by the Project Biologist. To the greatest extent possible, construction activities shall be restricted to the road, and vehicles and equipment shall avoid driving in pygmy rabbit habitat in order to minimize impacts to pygmy rabbits, their burrows and habitat. If a pygmy rabbit is found in a construction area and does not leave the site on its own, the appropriate Agency would be contacted to determine the best course of action.	The pre-construction survey shall be conducted within 2 weeks prior to construction.	A biologist qualified to survey for and handle pygmy rabbit.	The qualified biologist shall document the methodology and results of the pre-construction survey and the relocation of any rabbit colonies, if necessary. Other methods implemented to avoid or minimize impacts to pygmy rabbits shall be documented.
MM-Bio-22: If construction activities may result in adverse impacts to special status amphibian and/or reptilian species, then construction would be temporarily halted and the Project Biologist and appropriate agency would be contacted to determine the best course of action.	During construction activities.	A Biological Monitor and the agency would determine the course of action in an effort to allow construction activities to resume.	Measures required to resume work would be documented immediately upon completion of biologist and agency discussions.
MM-Bio-23: Surveys for special status amphibian and/or reptile species shall be conducted prior to construction in areas with potential to support special status reptile or amphibian species	Within 2 weeks prior to and during construction activities.	A Biological Monitor would be present to survey and monitor for potential disturbance to special status amphibian or reptile species.	Biological Monitor would submit survey results and daily monitoring logs.

Appendix B – Mitigation Monitoring and Reporting Plan (MMRP)
CBC Digital 395 Middle Mile Project

MITIGATION MONITORING AND REPORTING PROGRAM MITIGATION MEASURES California Broadband Cooperative - Digital 395 Middle Mile Project			
Mitigation Measure to be Implemented	Implementation Timing	Responsible Party	Timing of verification
special status amphibian and/or reptilian species is confirmed to be present within 100 feet of the construction activities, then a biological monitor would be present to monitor for and alert construction crews to the possible presence of these species.			
MM-Bio-24: If a Desert Tortoise is observed within 100 feet of an active construction site, then construction would be temporarily halted and the Biological Monitor would contact the appropriate agency to determine the best course of action.	During construction activities.	A Biological Monitor and the agency would determine the course of action in an effort to allow construction activities to resume.	Measures required to resume work would be documented immediately upon completion of biologist and Agency discussions. All observations of desert tortoises within the project vicinity will be recorded and compiled in compliance reports.
MM-Bio-25: If a desert tortoise must be moved from harm's way during Project activities, the Project Biologist will follow the "Guidelines for Handling Desert Tortoises During Construction Projects" (Desert Tortoise Council, 1999), and will comply with the requirements identified in the Biological Opinion.	During construction	The Project Biologist.	The Project Biologist shall document all incidents in which a desert tortoise must be moved.
MM-Bio-26: If construction activities are required within 100 feet of waterbodies suitable for special status aquatic wildlife, a Biological Monitor would be present on the site during construction.	Prior to and during construction activities.	Prior to the start of each day's construction activities, a Biological Monitor will determine if activities will occur within 100 feet of a waterbody suitable for special status aquatic wildlife. Daily visual inspections also would include assessment of the integrity of BMPs. The biological monitor would report deficient sediment control devices to the Engineering Inspector for prompt repair.	Biological Monitor would submit daily monitoring logs.
MM-Bio-27: If habitat for special status insects is within the construction area and special status insect species are detected within or adjacent to the proposed area of direct disturbance during	During construction.	The Project Biologist will conduct the survey and coordinate with the appropriate agency.	The Project Biologist shall prepare a report documenting the consultation with the resource agencies and recommended actions.

Appendix B – Mitigation Monitoring and Reporting Plan (MMRP)
CBC Digital 395 Middle Mile Project

MITIGATION MONITORING AND REPORTING PROGRAM MITIGATION MEASURES California Broadband Cooperative - Digital 395 Middle Mile Project			
Mitigation Measure to be Implemented	Implementation Timing	Responsible Party	Timing of verification
construction and does not leave the site on its own, the appropriate regulatory agencies would be consulted to determine the best course of action.			
CULTURAL RESOURCES			
<p>MM-CR-1: In the event that any previously unidentified or buried cultural resource materials are encountered within any part of the project area, all ground-disturbing construction activities must be suspended in the vicinity of the find until the deposit is recorded and evaluated by a qualified archaeologist and the appropriate avoidance and minimization measure is identified.</p> <p>On BLM lands, agency archaeologists should be contacted prior to work continuing. The field manager makes the decision when work can continue, based on the agency archaeologists' opinion.</p>	In the event of discovery	Cultural Resources Monitor to submit compliance reports	In the event of discovery.
MM-CR-2: Sites that cannot be avoided, such as those that have already been determined eligible for NRHP or state listing, will require testing and data recovery measures upon approval of a data recovery plan. A recovery plan will be in place prior to construction activities. Testing of the site and data recovery can be conducted with agency approval.	Prior to construction activities	Cultural Resources Monitor to submit daily monitoring logs	Cultural Resources Monitor to verify in the field
MM-CR-3. If potential human skeletal remains are discovered, all activity in the area of discovery would cease immediately. The protocol for the inadvertent discovery of human remains is found in State Health and Safety Code Division, Part 1, Chapter 2, Section 7050.5 and Public Resource Code 5097.98. Other applicable state and federal laws are the Archaeological Resources Protection Act (ARPA), the American Indian Religious Freedom Act (AIRFA), and the Native American Graves Protection & Repatriation Act (NAGPRA). The County Coroner	In the event of discovery	Cultural Resources Monitor to submit compliance reports	In the event of discovery.

Appendix B – Mitigation Monitoring and Reporting Plan (MMRP)
CBC Digital 395 Middle Mile Project

MITIGATION MONITORING AND REPORTING PROGRAM MITIGATION MEASURES California Broadband Cooperative - Digital 395 Middle Mile Project			
Mitigation Measure to be Implemented	Implementation Timing	Responsible Party	Timing of verification
<p>would be notified immediately (within 24 hours) to make a determination as to human or nonhuman skeletal remains and the circumstances, manner, and cause of death. If the Coroner determines that the remains are Native American, he or she would contact the Native American Heritage Commission to identify a Most Likely Descendent, or, if in Nevada, the Office of Historic Preservation of the Department of Cultural Affairs. In California, the NAHC would notify the most likely descendant who would consult with the Project proponent and the lead agency in determining the final disposition of the remains. In Nevada, the Office of Historic Preservation would consult with the Project proponent and the lead agency in determining the final disposition of the remains.</p> <p>Upon discovery of human remains, NAGPRA procedures will be followed. In brief, the contractor will immediately notify the responsible Federal or Tribal official by telephone and provide written confirmation to the responsible Federal or Tribal official. If the inadvertent discovery occurs in connection with an on-going activity, the contractor must cease the activity in the area of the inadvertent discovery and make a reasonable effort (halt all activity within a one hundred (100) foot radius) to protect the human remains and other cultural items. The Federal or Tribal agency official must certify receipt of the notification within three days. The Federal or Tribal official may take further action to secure and protect the human remains and other cultural items. The Federal or Tribal agency official must prepare, approve, and sign a written plan of action to treat the inadvertent discovery. The activity that resulted in the discovery may resume thirty days after the Federal or Tribal agency official certifies receipt of the notification.</p>			

Appendix B – Mitigation Monitoring and Reporting Plan (MMRP)
CBC Digital 395 Middle Mile Project

MITIGATION MONITORING AND REPORTING PROGRAM MITIGATION MEASURES California Broadband Cooperative - Digital 395 Middle Mile Project			
Mitigation Measure to be Implemented	Implementation Timing	Responsible Party	Timing of verification
Custody must be determined in accordance with 25 USC 3002 (a), "Priority of Ownership," and 43 CFR 10.6, "Priority of Custody."			
<p>MM-CR-4: If fossils are encountered during construction, construction activities shall be temporarily diverted from the discovery and the Paleontological Monitor shall notify the appropriate parties/agencies and collect matrix for testing and processing as directed by the Project Paleontologist. In order to expedite removal of fossil-bearing matrix, the Paleontological Monitor may request heavy machinery to assist in moving large quantities of matrix out of the path of construction to designated stockpile areas. Construction shall resume at the discovery location once the all necessary matrix was stockpiled, as determined by the Paleontological Monitor. Testing of stockpiles shall consist of screen washing small samples to determine if important fossils are present. If such fossils are present, the additional matrix from the stockpiles shall be water screened to ensure recovery of a scientifically significant sample. Samples collected would be limited to a maximum of 6,000 pounds per locality. At each fossil locality, field data forms shall record the locality, stratigraphic columns would be measured, and appropriate scientific samples submitted for analysis.</p> <p>The Project Paleontologist shall direct identification, laboratory processing, cataloguing, analysis, and documentation of the fossil collections. When appropriate, and in consultation with CBC and the appropriate parties/agencies, splits of rock or sediment samples shall be submitted to commercial laboratories for microfossil, pollen, or radiometric dating analysis.</p>	During construction	Project Paleontologist to conduct appropriate recovery and testing.	In the event of discovery.

*Appendix B – Mitigation Monitoring and Reporting Plan (MMRP)
CBC Digital 395 Middle Mile Project*

MITIGATION MONITORING AND REPORTING PROGRAM MITIGATION MEASURES California Broadband Cooperative - Digital 395 Middle Mile Project			
Mitigation Measure to be Implemented	Implementation Timing	Responsible Party	Timing of verification
After analysis, the collections shall be prepared for curation. A final technical report shall be prepared to summarize construction monitoring and present the results of the fossil recovery program. The report shall be prepared in accordance with CPUC, Society of Vertebrate Paleontology guidelines, and lead agency requirements. The final report shall be submitted to the Applicant, lead agencies, and the curation repository.			
AESTHETIC AND VISUAL RESOURCES			
MM-AVR-1: If construction staging areas are visible from residences, public gathering areas, and/or recreational areas, facilities, or trails, then construction staging areas shall be visually screened using temporary screening fencing of appropriate design and color.	Included in Project plans and specifications, and implemented prior to construction activities	The Engineering Inspector is to verify that appropriate screening techniques were implemented.	Upon completion of the installation of visual barriers.



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

February 25, 2025

Reference ID:
2025-107

Inyo Council for the Arts - State of the Arts Report Community Organization/Outside Agency NO ACTION REQUIRED

ITEM SUBMITTED BY

Clerk of the Board

ITEM PRESENTED BY

Sharon Freilich - ICA

RECOMMENDED ACTION:

Receive the 2024 "State of the Arts" report from the Inyo Council for the Arts.

BACKGROUND / SUMMARY / JUSTIFICATION:

Founded in 1983, Inyo Council for the Arts (ICA) works to advance the Arts in Inyo County through participation, education, and collaboration. ICA provides a venue for artists to perform and share their work and for the community to gather in appreciation of the arts. ICA is an arts organizer, advocate, and resource for artists, students, teachers, and community members. The organization is the County's designated partner to the California Arts Council.

The ICA produces a year-end "State of the Arts" report, and has requested the opportunity this year to present it to your Board. The presentation will showcase and review the ICA's programs and events from 2024. Certain ICA activities are partially funded throughout the year by grants from the County of Inyo, such as the Millpond Music Festival and Community Arts Days in Bishop, Big Pine, Independence, and Lone Pine.

FISCAL IMPACT:

There are no fiscal impacts associated with this agenda item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

This is an informational item only.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

N/A

APPROVALS:

Darcy Israel
Darcy Israel

Created/Initiated - 2/12/2025
Approved - 2/12/2025

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

February 25, 2025

Reference ID:
2025-98

Inyo County Legislative Platform Approval County Administrator ACTION REQUIRED

ITEM SUBMITTED BY

Meaghan McCamman, Deputy County Administrator

ITEM PRESENTED BY

Meaghan McCamman, Deputy County Administrator

RECOMMENDED ACTION:

Approve the Inyo County 2025 Federal Legislative Platform.

BACKGROUND / SUMMARY / JUSTIFICATION:

During the February 11, 2025 Board of Supervisors meeting, Board members received an overview of the revised 2025 Legislative Platform and requested some changes. Additional changes were submitted after the meeting. All requested changes have been included in the attached red-lined version of the Legislative Platform, along with a proposed final version with all changes accepted.

FISCAL IMPACT:

There are no fiscal impacts associated with this agenda item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could decide not to approve a final version of the 2025 Legislative Platform. This is not advised, as several Board members will be traveling to Washington, D.C. in early March to advocate for the interests of Inyo County as a part of the National Association of Counties (NACo) Conference.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

All Strategies Applicable

APPROVALS:

Nate Greenberg
Darcy Israel
Nate Greenberg
Amy Shepherd

Created/Initiated - 2/18/2025
Approved - 2/18/2025
Approved - 2/18/2025
Final Approval - 2/18/2025

ATTACHMENTS:

1. Inyo County 2025 Federal Legislative Platform - REDLINE DRAFT
2. Inyo County 2025 Federal Legislative Platform - WITHOUT REDLINE



COUNTY OF INYO, CA

2025 County Priorities

Approved by Board of Supervisors on February 25, 2025





COUNTY OF INYO, CA

Board of Supervisors

Trina Orrill
First District

Jeff Griffiths
Second District

Scott Marcellin
Third District

Jennifer Roeser
Fourth District

Will Wadelton
Fifth District

Nate Greenberg
County Administrative Officer

*County Administrative Center
224 North Edwards
Independence, CA 93526*



[INSERT TABLE OF CONTENTS](#)

DRAFT





ABOUT INYO COUNTY

Inyo County is a land of magnificent natural diversity and unique splendor. Considered a "Frontier County," Inyo is the 2nd largest in California. The 10,227 square miles which comprise the jurisdiction stretch the wide distance from the California/Nevada state line near Death Valley National Park all the way to the spine of the Sierra Nevada. The Owens Valley forms the main north-south corridor along the west side of the County with Highway 395 stretching alongside it. This region is known as the Payahuunadü, or [the Land of the Flowing Water](#), and is home to the Paiute-Shoshone people. Today, a significant portion of the water utilized by the residents in the City of Los Angeles originates from Inyo County and the Owens Valley.

Conveniently located about four hours from the metropolises of Los Angeles, Las Vegas, and Reno, the region is easily accessed via Highway 395 as well as through commercial flights into Bishop Airport. Despite the proximity to major cities, only about 19,000 people call Inyo County home on a year-round basis. Inyo County and the Eastern Sierra region offer a full spectrum of adventure as well as the opportunity to get away from it all. The striking landscape is truly unique. To the west, along the crest of the Sierra Nevada, Mount Whitney towers over the small community of Lone Pine. At 14,~~500~~ [505](#) feet, it is recognized as the highest peak in the lower 48 states. Just a short distance away is Death Valley National Park, which, among other things, is home to Badwater – the lowest point in the U.S. at -282 feet below sea level. The White Mountains are home to the oldest known life forms in the world – the Great Basin Bristlecone Pines – and there are millions of acres of [congressionally designated Wilderness, including s-designation](#)-protected critical habitat in various locations throughout the County, which is 98% public land.

The County is dotted with historic towns providing professional services and the equipment needed for excursions in this recreation mecca. Whether one is seeking out opportunities for hiking, skiing, climbing, biking, fishing, horse packing, hang gliding, photography, or just sightseeing, the experience will be world-class.

Inyo County was established on March 22, 1866 – formed out of the territory of the unorganized Coso County, which had been created on April 4, 1864, from parts of Mono and Tulare counties. It acquired more territory from Mono County in 1870 and Kern County and San Bernardino County in 1872. Named for the "dwelling place of the great spirit" in the Mono language, Inyo County has been the historic homeland for thousands of years of the Mono Tribe, Coso people, Timbisha, and Kawaiisu Native Americans.

Inyo County has a rich indigenous history, as well as a legacy that also traces its roots to pioneering, mining, railroading, ranching, and farming. Much of this history is not only on display today in museums and cultural centers throughout the County, but in the culture, livelihoods, and family trees of those who call Inyo County home.



2025 Inyo County Strategic Initiatives

View the Inyo County Strategic Plan: <https://bit.ly/InyoStrategicPlan>



DRAFT





LEGISLATIVE PLATFORM PURPOSE

The Inyo County Board of Supervisors recognizes the need to identify and advocate for its legislative and funding priorities in Sacramento and Washington, D.C. To be effective in this mission, the Board is pleased to present its 2025 Legislative Platform.

Inyo County's Legislative Platform is a summary of the priorities of the organization, supported by the Board of Supervisors, and establishes the basis for its advocacy efforts with the Executive and Legislative branches of the U.S. Government and the State of California regarding legislation and regulation.

Updated annually, the Platform contains general principles held by the County of Inyo as well as the County's definitive stance on critical issues (especially as they relate to rural counties) and, in some cases, specific proposals, programs, and pieces of legislation. The document is structured to proactively frame sponsorship, support, and advocacy regarding key legislative and regulatory priorities while also monitoring numerous bills.

In recent years, the Platform has been distributed to Inyo County's state and federal delegations to make legislators aware of our local, rural issues so they may better lobby for our interests. It also provides general direction to the County Administrator's Office and County departments, and the public on positions of support or opposition to key policy initiatives which impact the way the County does business. Adoption of this document also allows each Board member the flexibility to take the position identified in the document, on behalf of the Board, without waiting for a full vote of the Board. Conversely, when confronted with an issue that is not listed in this document, that issue will need Board approval before an Inyo County position may be presented in a letter or other form of advocacy.

While the Platform explicitly states the County's position on numerous programs, proposals, principles, and pieces of legislation, it also offers implicit guidance for responding to related issues. If the County takes a support position on an issue, it holds true that the County therefore also opposes issues that conflict with the underlying principles and goals of the original position of support. For example, the Platform states that the County will oppose legislation that would diminish local authority over commercial cannabis regulation. Conversely, this means the County would then support legislation to increase local authority over commercial cannabis regulation.

Updates to this year's Platform have been made in consultation with department heads, other key staff, and the Board of Supervisors.

The Platform is adopted annually but can be updated at any time throughout the year by action of the Board.





2025 INYO COUNTY ADVOCACY PRIORITIES



Public Lands Counties Funding Challenges

Support long-term reauthorization, reconsideration of funding formula, and full funding for the Payment-In-Lieu-Taxes (PILT) and Secure Rural Schools (SRS) programs and expand the scope and support for programs by which local governments are reimbursed for the cost of providing services to property tax-exempt federal lands.

Specific priorities include:

1. Recalculate PILT or develop an additional funding stream that is not based on historical timber extraction, but recognizes the current financial impacts of tourism and the cost of providing services to visitors of public lands counties
2. Create a definition of "disadvantaged community" that recognizes the unique challenges faced by the residents of isolated frontier areas.

Commented [NG1]: Disadvantaged community definitions...



Sustainable Recreation and Gateway Communities

Support coordinated, multi-jurisdictional land management and regional planning efforts with federal partners. Support funding for sustainable recreation; visitor services and related infrastructure; County Road maintenance within federal and state lands; utility infrastructure; waste reduction; and other measures to mitigate impacts to Inyo County communities.

Some specific initiatives include:

- Investments and upgrades to Inyo County parks and campgrounds—regardless of land tenure issues or holdover lease status
- Locality pay equality for federal staff that recognizes the expense of living in the Eastern Sierra
- Support for the Sustainable Recreation and Ecosystem Management Program and other activities sponsored by the Eastern Sierra Council of Governments



Infrastructure Investments

Support legislation to provide funding for constructing, repairing, upgrading, and maintaining water and wastewater infrastructure serving Inyo County residents. Seek out and support thoughtful updates to road funding programs considering gas tax impacts. Continue support for [funding for](#) alternative fuel and electrification infrastructure needs. Further investments to ensure climate resiliency for all infrastructure.

Some specific projects include:

- Lone Pine Water System Replacement Project



- Bishop Airport Water Line Extension

4.3. Provide grant support for small Community Service Districts and municipalities seeking to replace outdated water and wastewater infrastructure. Wastewater System for the City of Bishop, Eastern Sierra CSD, and Bishop Paiute Tribe



Emergency Preparedness and Disaster Response

Protect and enhance federal participation from FEMA (and CalOES) of local response activities required to ensure public safety during emergency events. Support efforts to improve disaster preparedness including preparation for extreme heat events, wildfire events, winter storm and flooding events, earthquakes, and other emergencies. Support programs that identify and assist vulnerable populations with emergency readiness, evacuation planning, and shelter access, including accessible cooling and filtered shelters during excessive heat and unhealthy air events.

Some specific projects include:

- Lone Pine Creek Diversion
- County Cooling Centers, Shelters, and Backup Generators



Emergency Medical Services

High overhead costs, low call volumes, payor mix challenges, inadequate reimbursement, and a decline in local volunteerism have combined to create a crisis in rural EMS services. The isolated frontier nature of Inyo County, including long travel distances and limited local services, increases costs beyond those experienced by typical rural communities. Further complicating the matter are the 2 million-plus visitors coming into or passing through Inyo County who often require these services.

Some solutions include:

- Enhanced reimbursement for rural EMS services in Medicare and Medicaid programs
- Grant programs and base funding specifically for rural/frontier EMS services



Fire Prevention and Protection

Support programs, regulations, legislation, and funding at the state and federal levels that enhance fire prevention efforts and reduce hazardous fuels on public [and private](#) land. Support efforts to reward home-hardening and wildfire mitigations taken by homeowners. Support funding for the County's small, local and volunteer fire districts.

Some specific projects include:

- Funding for water system infrastructure improvements for fire defense, especially within the Wildland Urban Interface (WUI).
- Upgrading water sources and capacity to meet flow rates adequate for fire suppression.

DRAFT





THRIVING COMMUNITIES

Support Inyo County communities through infrastructure investments, effective service delivery, and thoughtful planning.

Inyo County's position is unique. As the second largest county in California, more than 98% of the land base is owned and managed as public land which does not allow for residential or commercial development. The County must therefore creatively approach how it addresses critical infrastructure needs as it seeks to serve a small population spread across more than 10,000 square miles. Given the significant resources available from the federal government related to infrastructure, Inyo County must continue to engage with its federal representatives, relevant agencies, and local stakeholders to position itself for success. The County looks to expand its role in discussions related to upcoming infrastructure legislation, with the goal of increasing access to, and the receipt of, federal and state funds.

Inyo County's legislative platform seeks support for Thriving Communities through federal and state infrastructure investments, effective delivery of key community services, and thoughtful, locally driven planning and land use policy.

HIGHEST AND BEST USE OF LIMITED PRIVATE LAND

Isolated Communities

- Advocate in support of programs that can benefit isolated frontier communities and provide means for supplemental investments into these communities.
- Advocate for a frontier designation that recognizes the unique challenges of these communities.

Land Tenure Challenges

4. Seek out legislative changes which recognize the unique challenges with land tenure faced by Inyo County, in particular operating in a holdover status on lease agreements.

2.



IMPROVED HOUSING OPPORTUNITIES

Workforce Housing

- 3-5. Advocate for policies and funding opportunities to support the creation of workforce housing for the “missing middle.”

Housing for Vulnerable Residents

- Support policy and regulatory changes that promote access to state and federal housing funds for rural areas.
- Remove barriers in planning processes, regulatory frameworks, and funding programs that make it more difficult for low-resource rural and frontier areas to access state and federal housing funds.

ENHANCED HEALTH, SOCIAL, AND SENIOR SERVICES

Health Care and Behavioral Health Access

- 4-6. Support programs that improve access to health services in rural areas, including emergency services, rural and community health clinics, medical and non-medical transportation, behavioral health services, [tele-health services](#), and hospital facilities.

Youth

- 5-7. Pursue federal funding to better allow the County to meet the needs of its young people and provide them opportunities to excel outside of the classroom, [including internship opportunities](#).

Seniors

- 6-8. Support programs and seek funding for services that assist the County’s aging population.

Veterans

- 7-9. Work with the Department of Veterans Affairs to increase access to veterans health centers, veterans housing, and other critical veterans services.

QUALITY PARKS AND RECREATION

Funding for Facility Improvements

- 8-10. Support funding and programs for the construction and enhancement of community facilities such as parks, campgrounds, libraries, and museums.

Playing Fields and Parks

11. Invest in sports and recreation facilities, including parks, rec centers, and playing fields, as a strategy to get youth outdoors.



9.

TECHNOLOGY AND INFRASTRUCTURE IMPROVEMENTS

Water and Wastewater

~~10-12.~~ Pursue funding for water projects of significant value to the County, especially those related to clean drinking water and wastewater infrastructure.

Broadband

~~11-13.~~ Support broadband expansion, broadband adoption, telecommunications improvements, technology infrastructure projects, and other technology advancements.

Community Centers

~~12-14.~~ Support funding for improved community center infrastructure, including redundant power, heating, cooling, and other emergency response and sheltering essentials

General Infrastructure

~~13-15.~~ Seek out funding to support the maintenance and replacement of dilapidated and failing critical infrastructure.

ENHANCED TRANSPORTATION SERVICES

Airports

~~14-16.~~ Advocate for funding that will allow the County to develop and expand commercial and general aviation infrastructure that supports communities and spurs economic development.

Ground Transportation

~~15-17.~~ Support the development of public ground transportation throughout the County, serving residents as well as visitors and tourists.

COMMUNITY REVITALIZATION THROUGH EFFECTIVE PLANNING

Environmental Review and Project Delivery

~~16-18.~~ Advocate for the streamlining of environmental review processes to make the delivery of the County's priority infrastructure projects more timely and efficient.

Downtown Revitalization

~~19.~~ Advocate for programs and funding that revitalize rural towns through support of small businesses.



17.

CLIMATE RESILIENCE AND NATURAL RESOURCE PROTECTION

Natural Resources

~~18.20.~~ Support legislation that protects and enhances rural counties' natural resources as well as recreational infrastructure, without harming the landscape or the economy that relies on access to public lands.

Wildfire Prevention, Mitigation, and Protection

~~19.21.~~ Support realistic federal policy and regulatory reforms that balance environmental protection with the preservation of life and property and that lead to better mitigation of wildfires on federal, state, and private lands.





ECONOMIC ENHANCEMENT

Engage in activities which encourage economic growth for existing industries and promote business and workforce resilience.

A diverse and vibrant local economy is central to the long-term growth of Inyo County. The County relies on its small businesses to provide services to the millions of visitors who come to hike Death Valley and climb Mount Whitney, while also making sure its residents continue to have employment opportunities and have access to all their daily needs. Support for these small businesses is paramount to Inyo County's economic growth, as is its pursuit of support from the Economic Development Administration to develop a diverse and resilient economy within the County and the Eastern Sierra region.

Inyo County's legislative platform seeks support for Economic Enhancement through investments which encourage economic growth for existing industries and promote business and workforce resilience.

BUSINESS, ORGANIZATIONS, AND WORKFORCE

Small Business

20-22. Support programs and activities that provide assistance to small businesses and promote entrepreneurship.

Agriculture

23. Support legislation that would expand agriculture programs, with specific interest in increasing access for rural communities with significant public land holdings to develop and utilize sustainable agricultural practices and grow a self-sustainable agricultural industry.

24.

SUSTAINABLE RECREATION INITIATIVES

Tourist Economy and Gateway Communities

24. [Support enhanced maintenance of wilderness assets and facilities such as trails, bridges, and other recreation infrastructure.](#)

22-25. Advocate for funding that would make the County's tourism and recreation economy more resilient and robust, including those that increase access to public lands.

COLLABORATIVE REGIONAL ECONOMIC DEVELOPMENT

Public Lands Funding

23-26. Advocate for the creation of a new federal program that would provide funding to communities with significant public lands and reliance on those lands for tourism and recreation economies.

Land Management Agencies

24-27. Engage with the [Department of Interior, National Park Service](#), the Bureau of Land Management, and the USDA Forest Service to better manage public lands in cooperative partnerships.

Property Tax Mitigation

25-28. Oppose activities of the federal, state, and other localities' governments to acquire and transfer private lands to public ownership without mitigation for loss of local property tax revenue.



HIGH QUALITY SERVICES

Deliver relevant and high-value County government services which are responsive to community needs and prioritize a thriving workplace for staff.

With approximately 2% of land in Inyo County available for economic or residential development coupled with having the seventh lowest population in the State, the County's ability to collect revenue through traditional means (such as property tax) is greatly limited. To further complicate matters, more than 2 million visitors traverse the County each year as they visit Death Valley, Mt. Whitney, Mammoth Lakes, Yosemite, and other natural attractions throughout the area. All these factors play a significant role in the County's ability to provide government services on which residents and visitors rely. While the County is fiscally stable and effectively manages its limited financial resources, the pursuit and utilization of federal and state dollars as well as grant funds is critical to the overall health, wellness, and quality of life in Inyo County communities.

Inyo County's legislative platform seeks support for the delivery of relevant and High Quality Services which are responsive to community needs and prioritize a thriving County workforce.

GOVERNMENT EFFICIENCY AND HIGH-QUALITY SERVICES

Payment In Lieu Of Taxes (PILT)

- 26-29. Support legislation and budget efforts that continue to maximize the Payment in Lieu of Taxes (PILT) revenue from the federal and state government to counties and continues full funding of PILT without restrictions beyond the current authorization.

Tribal Nations

30. Support programs and pursue funding that benefits local Tribal Nations and allows the County to better engage those communities, promote sustainable agricultural practices, and grow a self-sustainable agricultural industry.

27.



ACCESS TO GOVERNMENT AND IMPROVED COUNTY FACILITIES

- ~~28-31.~~ Support efforts to improve the delivery of services and make government more accountable to the people of Inyo County.
- ~~29-32.~~ Provide funding to rural counties to ensure that community-facing County services and facilities are adequate and comparable to those available in higher population areas.

PUBLIC SAFETY AND EMERGENCY RESPONSE

Law Enforcement

- ~~30-33.~~ Support funding for public safety, including search and rescue activities, law enforcement communications, and public safety equipment.

Fire Response Infrastructure

- ~~31-34.~~ Pursue funding and legislative changes that improve the ability for volunteer fire departments and emergency responders to operate effectively and serve residents of the County.

Emergency Medical Services

- ~~32-35.~~ Seek funding and other mechanisms which support the provision of Basic Life Support (BLS) and Advanced Life Support (ALS) services, as well as funding for Emergency Medical Services (EMS) facility and equipment needs.





2025 INYO COUNTY POLICY AREAS

- | | | |
|--|---|--|
| ➔ <u>Agriculture/Weights and Measures</u> | ➔ <u>Cannabis/Hemp</u> | ➔ <u>Child Support</u> |
| ➔ <u>Elections</u> | ➔ <u>Solid Waste and Landfills</u> | ➔ <u>General Government</u> |
| ➔ <u>Labor Relations and Employee Benefits</u> | ➔ <u>Health and Human Services</u> | ➔ <u>Transportation</u> |
| ➔ <u>Public Works and Infrastructure</u> | ➔ <u>Natural Resources, Environment, Land Use, and Planning</u> | ➔ <u>Economic Development</u> |
| ➔ <u>Public Safety and Emergency Response</u> | ➔ <u>Tribal and Intergovernmental Relations</u> | ➔ <u>Veterans' Services</u> |
| ➔ <u>Wildfire</u> | ➔ <u>Rural Communities</u> | ➔ <u>Los Angeles Department of Water and Power</u> |





AGRICULTURE/WEIGHTS AND MEASURES

- 33-1. Support full cost recovery for new agricultural, weights and measures, and pesticide enforcement state programs or mandates.
- 34-2. Support continued and enhanced funding of invasive species programs through legislation and/or appropriations.
- 35-3. Support federal and state legislation and resources that would provide stable funding for Weed Management Areas for control on harmful non-native or invasive weed species.
- 36-4. Support continued funding of US Forest Service biomass fuel production programs.
- 37-5. Support authority for USDA to set up cooperative agreements with states for pest exclusion programs.
- 38-6. Support control and mitigation for the spread of invasive species to protect, conserve and restore public and private lands and wildfire prevention.
- 39-7. Support efforts to provide and protect local authority for device registration fees.
- 40-8. Oppose efforts by state agencies to usurp Agricultural Commissioner's permitting authority for the application of pesticides.
- 41-9. Oppose efforts to ban the use of rodenticide for agricultural and public health purposes in California.
- 42-10. Support revisions to the National Pollutant Discharge Elimination System regulations that eliminate regulatory and application form inconsistencies; improve permit documentation, transparency and oversight; clarifying existing regulations; and remove outdated provisions.
- 43-11. Support budgetary efforts to restore and maintain funding for agricultural border stations.
- 44-12. Monitor legislation related to backfilling gas tax funding as the state transitions to electric vehicles.
- 45-13. Support legislation that would exclusively provide resource conservation funding for small rural counties.
- 46-14. Support legislation that would expand agriculture programs, with specific interest in increasing access for rural communities with significant public land holdings.
- 47-15. Advocate for increased protections for local farmers, including the prevention of the importation of certain agricultural goods, and increase funding for the development of alternative pesticide products.



16. Seek funding and support legislation that would allow the County to develop and utilize sustainable agricultural practices and grow a self-sustainable agricultural industry in Inyo County.

17. Support policies that preserve and sustain agricultural lands that feed the state, nation, and local residents.

~~48-18.~~ Oppose legislation that seeks to reclassify lands historically used for agriculture for other purposes.

~~49-19.~~ Advocate for changes to the federal classification of cannabis and cannabis-based products, and better protection of the local cannabis industry.





CANNABIS/HEMP

1. Oppose legislation that would diminish local authority over commercial cannabis regulation.
2. Oppose legislation creating local mandates or programs that do not provide 100% funding and resources for any additional regulatory activities to be carried out by the Agriculture Department, impair local authority, fail to provide adequate security for staff, or create interference between cannabis regulations and existing authorities granted to Commissioners/Sealers.





CHILD SUPPORT

1. Support legislation that would protect existing state and federal funding for local child support programs.
2. Support policies, funding and services for non-custodial parents that promote self-sufficiency and ability to care for their child(ren).
3. Support legislation that would improve child support enforcement for tribal support agencies.
4. Oppose any recommendations that would reduce federal financial participation in child support programs.
5. Oppose efforts to delay the implementation of the Internal Revenue Service's third-party payment application reporting requirements.





ELECTIONS

1. Support legislation to provide opt-in as opposed to opt-out for receiving electronic sample ballots.
2. Support legislation that requires counties to be reimbursed for the cost of special elections called by the Governor or Legislature.
3. Support efforts to reinstate language directing the state to provide reimbursement to counties that hold a special election to replace a member of Congress or a member of the state Legislature to fill a vacancy, as well as for the cost of special elections called for other reasons.
4. Support legislation that would authorize federal and state governments to assist counties in the purchase of voting equipment and technology.
5. Support legislation that provides the option for rural counties to conduct elections via "Vote by Mail" while also enfranchising rural voters.





SOLID WASTE AND LANDFILLS

1. Support the continued exemption of rural counties from Organics Recycling Mandates.
2. Support legislation that requires the Department of Resources Recycling and Recovery to consider the impacts on jurisdictions and their waste diversion programs caused by China's restrictions on imported recyclables and the resulting market loss.
3. Support legislation, such as the California Beverage Container Recycling and Litter Reduction Act of 2018, to stabilize the recycling marketplace, provide immediate, temporary relief to California's retailers and grocers affected by the 2016 recycling center closures, and ensure consumers have local redemption opportunities.





GENERAL GOVERNMENT

1. Oppose legislation that minimizes, restricts and/or eliminates local Boards of Supervisors control over the allocation of funds through the budget process.
2. Oppose legislation that would require counties to share State expenses and liability on projects outside local jurisdiction.
3. Support legislation that reduces state and federal regulations that impede or increase the cost of the delivery of services by local governments and special districts.
4. Monitor closely any legislative efforts/initiatives regarding reform of the state budget process.
5. Oppose legislation that is unduly burdensome to private industry.
6. Support protection of funding discretion and use bond funds.
7. Oppose legislation that eliminates, diminishes, limits, or interferes with the nonprofit organizations that the County has membership in, i.e., the California State Association of Counties (CSAC), Rural County Representatives of California (RCRC), State Sheriff's Association, Chief Probation Officers Association, State Welfare Directors Association, etc., in actively participating in the legislative and ballot measure processes. (Added by Board Order 8-20-13)
8. Oppose legislation that increases the County's exposure to litigation.
9. Support legislation and regulations that preserve – and do not impair – the ability of counties to provide public health, safety, welfare or environmental services by local government.
10. Support expanded permission to use private contracts to provide local services in justifiable areas as a means of achieving efficiency and economy.
11. Support legislation that provides additional State Park funding to rural counties.
12. Support continued funding of programs that would improve cybersecurity and cloud-based security programs for local governments.
13. Pursue funding for County cybersecurity initiatives that would protect critical local infrastructure and utility systems.
- 13-14. [Support funding for cybersecurity intelligence sharing, active cybersecurity threat monitoring, and cybersecurity support services and education for local governments.](#)
- 14-15. Support full funding of the Public Library Fund in future state budgets.





LABOR RELATIONS AND EMPLOYEE BENEFITS

1. Support collective bargaining legislation that:
 - Recognizes the responsibility of local elected officials to govern and manage the organization and to implement public policy; and
 - Minimizes conflict over procedural matters.
2. Oppose legislation that minimizes, restricts and/or eliminates local Boards of Supervisors control over collective bargaining and employer-employee relations.
3. Support legislation that would allow “a contracting agency and the exclusive representative of employees of that agency to agree through collective bargaining that the employer contribution for employee and annuitant health benefits coverage for employees first hired on or after the effective date of a memorandum of understanding may differ from the employer contribution provided to existing employees and annuitants pursuant to Sections 22890 and 22892” and any other legislation that will permit the County to take advantage of a multi-tier benefit package through Public Employees Retirement System (PERS).





HEALTH AND HUMAN SERVICES

1. Support streamlining Medicaid reimbursement in jail settings.
2. Support efforts to protect County Medical Services Program (CMSP) funding, minimize county participation fees, and sustain reasonable provider reimbursement rates.
3. Support efforts to simplify Medi-Cal enrollment for participants and providers, including medical providers in border states (i.e., AZ, NV, OR).
4. Support efforts to continue or establish new Section 1115 Medicaid waivers (e.g., CalAIM) that promote whole-person care, reduce health disparities, and/or provide other innovative approaches to improve healthcare services for the Medi-Cal population.
5. Support parity between behavioral health and physical health funding.
6. Support efforts to increase and sustain the behavioral health workforce.
7. Support legislation to divert persons with mental illness from the criminal justice system.
8. Support efforts that fund suicide prevention.
9. Support legislation that funds additional behavioral health residential treatment facilities for individuals who are deemed gravely disabled.
10. Support funding to adequately staff local public health agencies.
11. Support initiatives to expand access to dental health services for low-income populations.
12. Support legislation to prevent or reduce tobacco use and its health/economic impacts.
13. Support streamlined funding and programming for California Children's Services (CCS).
14. Support efforts to reform the In-Home Supportive Services program in ways that reduce fiscal and administrative impacts and risks of fraud.
15. Support initiatives to reduce homelessness by expanding affordable housing and supportive services.
16. Support funding for transitional and permanent housing capacity.
17. Support funding increases for Adult Protective Services and other programs for the aging population.



18. Support legislation to fully fund Continuum of Care Reform (CCR) requirements and other services that protect the physical, emotional, and mental health of children and youth; promote their educational development; and ensure the availability of supportive services for juveniles.
19. Support funding flexibility and blended funding across human service programs.
20. Support efforts to streamline state administrative oversight and reduce administrative costs to counties.
21. Support regionalized administrative tasks for small counties.
22. Support legislation that streamlines recruitment of qualified staff.
23. Support legislative changes to attract and retain qualified EMS volunteers.
24. Support legislation that ensures the financial feasibility of Emergency Medical Services in rural communities.
25. Support legislation to adequately fund Emergency Services Function 6 (Mass Care, Emergency Assistance, Temporary Housing, and Human Services) at the local level.
26. Support and advocate for base allocation formulas for new funding targeting small counties.
27. Support and advocate for equitable funding for health and human services programs in rural areas.
28. Oppose reforms that limit or discontinue health care coverage.
29. Oppose disincentives for Medi-Cal enrollment/utilization, like co-payments and premiums.
30. Oppose reductions in Medi-Cal Administrative Activities/Targeted Case Management reimbursements.
31. Oppose funding reductions for public health emergency preparedness.
32. Oppose unfunded state mandates for increased benefits or salaries in the In-Home Supportive Services (IHSS) program.
33. Oppose legislative changes to the Maintenance of Effort (MOE) for the In-Home Supportive Services program that result in higher county costs.
34. Oppose efforts to reform services under the Older American's Act that result in reduced service levels or increased county costs.
35. Oppose efforts that negatively impact the County's health and human services realignment funds.





TRANSPORTATION

1. Support transportation funding legislation that:
 - Provides revenues without affecting funding sources of other County projects;
 - Continues federal funding efforts for local transportation projects;
 - Reaffirms and continues state responsibility for highway financing;
 - Bolsters the multiple transportation funding sources that provide for improved transportation systems and multimodal networks, including SB 1 as enacted, and delivery of projects that rehabilitate and improve local roads;
 - Supports and encourages the use and development of transit facilities and infrastructure.
2. Support any legislative efforts that assist the County in mitigating for the transportation of transuranic waste to the Nevada Test Site, Yucca Mountain, or other selected sites through California on routes located in or transecting Inyo County. Specifically, funding and assistance is needed in several areas including road and infrastructure improvements, first responder training, radiological detection instruments and training, and emergency medical and hospital training.
3. Support state legislators' efforts to address identified state highway safety needs in our communities.
4. Support legislation that enhances counties' ability to designate appropriate uses of county roads.
5. Support state and federal legislation efforts that benefit our local airports.
6. Oppose the effort to repeal SB 1, which would result in the loss of new transportation funds and make it more difficult to raise State and local transportation funds in the future.
7. Support legislation that provides funding opportunities to coordinate transportation plans with the County's General Plan.
8. Support legislation that provides funding to sustain and expand the region's public transit system.
9. Support legislation that supports interregional and intercity bus lines that connect with the County's transit system.



10. Support reauthorization and implementation of federal aviation policy at the State level to ensure that California continues to receive and dedicate investments to support commercial and general aviation airports.
11. Support legislation that clarifies and/or preserves local authority to protect public roads.
12. Oppose a one-size-fits -all greenhouse gas emissions and vehicle miles traveled reduction policy that hampers a rural county's ability to improve safety for residents and visitors.
13. Support [the California State Transportation Authority's CalSTA's](#) stated action as a part of the [CAPTI 2025 Climate Action Plan for Transportation Infrastructure 2025](#) update to better account for the low [vehicle miles traveled \(VMT\)](#) impact of rural projects in VMT analysis and mitigation guidance.





PUBLIC WORKS AND INFRASTRUCTURE

1. Oppose legislation that changes public contracting laws in a manner in which it negatively impacts the County's contract authority and/or increases costs to the County and/or unduly lengthens the time it takes for the County to enter into a Public Works contract.
2. Pursue funding for local parks, campgrounds, community centers, museums, libraries, and other community-facing infrastructure, including those that double as shelters and/or heating and cooling centers during extreme weather events.
3. Engage with the state and federal government to ensure Inyo County has access to reliable electric and power utilities, particularly in relation to grid resiliency from extreme weather events.
4. Seek funding and support programs that provide electric and power utility services to communities in a cost-efficient manner.
5. Push-Advocate for policies that reinforce critical infrastructure, such as power lines, water systems, and transportation networks, to withstand natural disaster events and ensure continuity of essential services during and after disasters.
- 5-6. Seek opportunities to enhance and upgrade water and wastewater treatment systems to meet ongoing mandates and needs.





NATURAL RESOURCES, ENVIRONMENT, LAND USE, AND PLANNING

1. Support legislation to provide funding for programs to protect lakes, creeks, and river parkways and groundwater basins, and restore damaged river habitat and fisheries.
2. Monitor federal or state activities limiting public access to public lands.
3. Support federal funding proposals that enhance the County's ability to acquire federal and state funding for the purpose of managing watersheds et al.
4. Support legislation which promotes and/or provides monetary aid to local jurisdictions for land use coordination with state and federal agencies.
5. Oppose any legislation which eliminates or diminishes the requirement for federal and state land use agencies to coordinate with local government on decisions affecting local jurisdictions.
6. Support legislation which maintains Inyo County's ability to protect and enhance its land use authority to determine the use of its natural resources, including but not limited to mining, water storage, renewable energy, and agricultural resources.
7. Support efforts by federal and state government to support homeowners impacted by insurance rate hikes, cancellations, and non-renewals.
8. Monitor efforts by federal and state government to increase fees for and reduce and/or eliminate fire protection services on public lands.
9. Support legislation that protects local jurisdictions that aggressively address mussel infestation in water systems from liability.
10. Oppose any legislation that could negatively impact outdoor recreation. (Added by Board Order 8-21-2012).
11. Support state's Renewable Energy Portfolio Standard being re-calculated to include rooftop solar.
12. Oppose legislation that makes California Environmental Quality Act (CEQA)/National Environmental Policy Act (NEPA) requirements more burdensome and provides for less public notification in the county where the projects are located.
13. Support legislation that recognizes, funds, and protects the ecological resources of the Sierra Nevada as part of the effort to reach California's Climate Change goals.
14. Support increased funding for public land management agencies to address deferred maintenance in forests, national parks, and reserves that rural counties depend on for tourism and recreation-based economies, and provides for greater flexibility in maintenance efforts.



- ~~14-15.~~ [Support programs that enhance safety, efficiency, and access for recreation on public lands.](#)
- ~~15-16.~~ Support legislation to remove state tax exemptions for solar energy development facilities.
- ~~16-17.~~ Support and encourage efforts that streamline the process for obtaining permits from State, Federal and local land management agencies for activities such as livestock grazing, commercial filming, guiding and outfitting, packing, and special events.
- ~~17-18.~~ Oppose legislation that minimizes and/or eliminates local control over land use decisions.
- ~~18-19.~~ Support legislative efforts to enable local governments, utilities, energy developers, California Native American Tribal governments, affected landowners, and members of the public to actively participate in the renewable energy and utility corridor planning processes.
- ~~19-20.~~ Support legislation which reduces and/or eliminates State requirements regarding the General Plan and its updates.
- ~~20-21.~~ Oppose legislation which limits or reduces the authority of counties under the State Mining and Reclamation Act (SMARA).
- ~~21-22.~~ Oppose legislation which limits or reduces the authority of counties decisions affecting the plans and policies of local jurisdictions.
- ~~22-23.~~ Support legislation which maintains Inyo County's ability to protect and enhance its land use authority to determine the highest and best use of its natural resources.
- ~~23-24.~~ Support legislation that protects and/or reinstates the payment of geothermal royalties to local jurisdictions.
- ~~24-25.~~ Support legislation that provides funding opportunities to local jurisdictions to implement state General Plan requirements.
- ~~25-26.~~ Oppose legislation that would hinder, because of mandated redactions or any other alterations of recorded documents, a private citizen's ability to establish ownership of real property or conduct private or commercial business operations.
- ~~26-27.~~ Oppose legislation that removes or restricts local governments' discretion over the placement of wireless structures and/or prevents local governments from negotiating either rates or improved broadband services as a condition of a "small cell" permit.
- ~~27-28.~~ Pursue funding for water cleanup projects, natural resource preservation, and water resource management.
- ~~29.~~ [Seek funding that would improve water quality in Bishop Creek and surrounding areas.](#)
- ~~30.~~ [Support policies that would allow local CDFW biologists to manage wildlife within the framework of State law.](#)



28-31. Oppose new designations (including Wilderness) without substantial public and local engagement, and ensure that historical uses are included in statute.

DRAFT





ECONOMIC DEVELOPMENT

1. Support programs and activities that provide assistance to small businesses and promote entrepreneurship.
2. Advocate for the reauthorization of Opportunity Zones in upcoming federal tax legislation and ensure that the reauthorized program better benefits recognizes the unique economic development challenges of rural and isolated communities, including the entirety of Inyo County.
3. Advocate for legislation that expands the ability of Inyo County's small businesses to engage with the state and federal governments and benefit from economic development initiatives.
4. Advocate for more equitable distribution of sales taxes for goods purchased online to specifically support the level at the "point of sale" instead of the "point of distribution," allowing the County to receive the sales taxes from goods purchased online and shipped into the County.
5. Seek support of changes to mining claims forms that allow for efficient and timely filing of mining claims.





PUBLIC SAFETY AND EMERGENCY RESPONSE

1. Support legislation that maximizes county discretion in developing programs for juveniles.
2. Support legislation that eliminates the requirement that counties pay for court reporter transcripts.
3. Support federal and state funding to combat the impacts of controlled substance production, distribution, and use, including the ongoing opioid addiction crisis.
4. Support legislation that would allow counties to enact an ordinance to allow up to a \$10 penalty assessment for every \$100 fine for criminal offense, including traffic fines, for the maintenance and purchase of law enforcement facilities and vehicles.
5. Oppose any changes in the state criminal justice system that increases costs to counties for jail operations, including but not limited to early releases of prisoners, commutation of sentences and/or commutation of variable sentencing options (i.e., wobblers), without a corresponding dedicated long-term reliable revenue stream and the ability to administer it locally.
6. Support legislation that will complete the work initiated through the Trial Court Unification Act by making justice system costs that are controlled or imposed by the judiciary but inadvertently remain the responsibilities of the counties the clear responsibility of the State of California and the California Superior Court to fund.
7. Support efforts to increase and/or preserve funding allocations to support criminal justice realignment costs including inmate healthcare and jail expense costs.
8. Support federal and state funding and programs to provide comprehensive, effective mental health and substance abuse treatment programs for criminal defendants, thereby reducing recidivism and protecting the public.
9. Support full state funding of any new pre-trial release and supervision requirements related to bail system reform efforts.
10. Support legislation and policies to improve re-entry options for adult and juvenile probationers, including housing.
11. Support legislation and policies to expand and enhance evidence-based programs available to clients.
12. Support legislation and policies that will allow for continued investment in community corrections training.
13. Support legislation to bolster flexible policies and resources for drug treatment and mental health services for probationers.



14. Support legislation and policies to protect resources that support foster youth in Continuum of Care Reform.
15. Support legislation and policies that ensure resources for supervision, rehabilitative programming, and re-entry services for adult and juvenile offenders.
16. Support legislation and policies to preserve and provide resources at the federal, state, and local level for effective community supervision practices.
17. Support legislation that enhances educational programs for adult and juvenile offenders.
18. Support legislation which will provide funding for probation services provided to drug offenders, and mentally ill incarcerated offenders.
19. Support legislation to authorize local probation departments to collect outstanding victim restitution through the civil process.
- ~~20. Oppose efforts by federal and state government to adversely impact the ability of volunteer fire departments to provide critical first response and ambulance services in rural communities, including but not limited to recruiting and retaining qualified Emergency Medical Technicians.~~
- ~~21. Support full funding of disaster relief for all eligible counties, and a return to State assistance for the large portion of the costs of state or federally declared disasters.~~
- ~~22. Oppose any changes to, or limitations upon, the eligibility for receipt of disaster costs, especially tying county land use processes and decision making to disaster relief funding.~~
- ~~23. Support state tax relief for those individuals and businesses who have losses due to disaster.~~
- ~~24. Advocate for programs that support local law enforcement, including the expansion of program eligibility guidelines to better serve rural and isolated communities.~~
- ~~25-20. Support and seek funding for projects and programs that support emergency and disaster preparedness, response, and management.~~





EMERGENCY RESPONSE

1. Oppose efforts by federal and state government to adversely impact the ability of volunteer fire departments to provide critical first response and ambulance services in rural communities, including but not limited to recruiting and retaining qualified Emergency Medical Technicians.
2. Support full funding of disaster relief for all eligible counties, and a return to State assistance for the large portion of the costs of state or federally declared disasters.
3. Oppose any changes to, or limitations upon, the eligibility for receipt of disaster costs, especially tying county land use processes and decision-making to disaster relief funding.
4. Support state tax relief for those individuals and businesses who have losses due to disaster.
5. Advocate for programs that support local law enforcement, including the expansion of program eligibility guidelines to better serve rural and isolated communities.
6. Support and seek funding for projects and programs that support emergency and disaster preparedness, response, and management.





TRIBAL AND INTERGOVERNMENTAL RELATIONS

50-20. Support the following goals for County-Tribal intergovernmental relations:

- facilitate intergovernmental agreements,
- develop mechanisms to mitigate the off-reservation impacts of Tribal developments on local government services and the environment,
- promote best practices and models of successful Tribal-County relationships.

51-21. Support the promotion and development of positive working relationships between the County and local Tribes to the mutual benefit of both parties and the communities they respectively serve.

52-22. Support legislation or policy that provides for or recognizes enforceable agreements between Tribes and local governments concerning the mitigation of off-reservation impacts of development on Tribal land.

53-23. Oppose any federal or state limitation on the ability of Tribes, counties, and other local governments to reach mutually acceptable and enforceable agreements, including any federal prohibitions on deed restrictions mutually agreed to by Tribal and local governments.





VETERANS' SERVICES

1. Support legislation and efforts that ensure access to the services and benefits to which veterans are entitled, including housing, healthcare, employment, education and training, and community reintegration assistance.
2. Support legislation that provides funding for veterans housing programs, such as the Veterans and Affordable Housing Bond Act of 2018.
3. Support the development of specific strategies for intervention and service delivery to veterans through cooperation between federal, state, and local governments, as well as community and private organizations serving veterans.
4. Support coordination of services for veterans among all entities that serve this population, especially in housing, treatment, and employment training.





WILDFIRE

- ~~1. Support legislation which identifies the impacts of catastrophic wildfires and provides that wildfire mitigation and prevention are goals that meet the requirements of the California Global Warming Solutions Act.~~
- ~~2.1. Support realistic federal policy and regulatory reforms that balance environmental protection with the preservation of life and property and that lead to better mitigation of wildfires on tribal, federal, state, and private lands.~~
- ~~3.2. Engage with the Department of Interior, Department of Agriculture, the Federal Emergency Management Agency, and state agencies to undertake wildfire prevention and preparedness measures, including funding for local fuel management and fire resiliency efforts.~~
- ~~4.3. Pursue funding for fuel mitigation efforts, including those that safely gather and burn/utilize biomass, and expanded Good Neighbor Authorities and other cooperative agreements for forest management/ecosystem health.~~
- ~~5.4. Support legislation that reforms wildfire suppression funding, prevents “fire transfers” within firefighting budgets, and gives agencies in charge of fire suppression more budget flexibility.~~
- ~~6.5. Advocate for legislative efforts that ensure fair compensation and comprehensive benefits for firefighters, including enhanced mental health counseling, recognizing the increasing demands and risks associated with wildfire suppression and prevention.~~
- ~~7.6. Support initiatives that fund and expand community-based education programs, workshops, and training sessions focused on wildfire preparedness, evacuation planning, and personal responsibility in reducing fire risk.~~
- ~~8.7. Support reforms that ensure homeowners and businesses in fire-prone areas can access affordable insurance coverage, including state-backed insurance pools or subsidies for high-risk areas.~~
- ~~9.8. Support training programs and workforce development initiatives that prepare individuals for careers in fire management, forestry, and land management, particularly targeting rural and underrepresented communities.~~
- ~~9. Ensure that wildfire mitigation strategies are incorporated into broader climate adaptation and resilience planning, recognizing the interplay between climate change and increasing wildfire frequency and intensity.~~
10. Support legislation which recognizes the importance of wildfire mitigation and prevention as effective strategies to reduce greenhouse gas emissions.



11. Support expedited permitting for wildfire prevention projects such as controlled burns and post-fire reconstruction in order to mitigate risk effectively.
12. Support streamlined environmental reviews for fire safety initiatives such as prevention projects like underground power lines and the creation of emergency escape routes.
13. Support funding for tax credits, grants, and loans to help residents perform home hardening work and protect their homes against wildfires.
14. Support increased resources to local governments and conservation districts for fire prevention and safety.
- 10-15. Support the stabilization of the insurance market, policies that attract private insurers back to California, and lower costs for homeowners.





RURAL COMMUNITIES

1. Advocate for improved specificity in the definition of “rural” and “frontier” communities, so that isolated communities such as Inyo County are better able to access funding [that is meant to be](#) set aside for rural and frontier communities.
2. Advocate for the reauthorization of the Payment in Lieu of Taxes (PILT) program and increased compensation for publicly owned lands.
3. Advocate for the reauthorization of the Secure Rural Schools (SRS) program and increased financial compensation for lands that were previously used for timber production, grazing, and other special uses.
4. Advocate for increased locality pay rates for Inyo County so that agencies may better attract and retain land management employees and other federal workers.
5. Support legislation that recognizes the inherent disadvantage rural counties have as it applies to using a population-based criteria (per capita) for allocating state and federal funds and minimizes and/or eliminates the reliance on this funding criteria.





LOS ANGELES DEPARTMENT OF WATER AND POWER

1. Support initiatives that would encourage, incentivize or require the Los Angeles Department of Water and Power to divest of land in and around Inyo County communities that have no bearing on watershed management.
2. Advocate for durable land tenure for the purposes of delivering reliable public services.
- 4-3. Support the coordination of vegetation management efforts for purposes of wildfire fuel mitigation.
4. Support businesses operating on leased LADWP land in acquiring underlying property or transferring leases to new business owners as needed.
5. Support efforts to complete the Manzanar land trade agreement, including the release of more than 200 acres of land by Los Angeles Department of Water and Power.
2. ~~Oppose changes to Los Angeles Department of Water and Power rules that no longer allow for businesses on leased land to be sold, thereby depriving small business owners of their livelihoods and retirements, and depriving Inyo County communities of desperately needed services.~~





COUNTY OF INYO, CA

2025 County Priorities

Approved by Board of Supervisors on February 25, 2025



COUNTY OF INYO, CA

Board of Supervisors

Trina Orrill

First District

Jeff Griffiths

Second District

Scott Marcellin

Third District

Jennifer Roeser

Fourth District

Will Wadelton

Fifth District

Nate Greenberg

County Administrative Officer

*County Administrative Center
224 North Edwards
Independence, CA 93526*

INSERT TABLE OF CONTENTS

DRAFT



ABOUT INYO COUNTY

Inyo County is a land of magnificent natural diversity and unique splendor. Considered a "Frontier County," Inyo is the 2nd largest in California. The 10,227 square miles which comprise the jurisdiction stretch the wide distance from the California/Nevada state line near Death Valley National Park all the way to the spine of the Sierra Nevada. The Owens Valley forms the main north-south corridor along the west side of the County with Highway 395 stretching alongside it. This region is known as the Payahuunadü, or [the Land of the Flowing Water](#), and is home to the Paiute-Shoshone people. Today, a significant portion of the water utilized by the residents in the City of Los Angeles originates from Inyo County and the Owens Valley.

Conveniently located about four hours from the metropolises of Los Angeles, Las Vegas, and Reno, the region is easily accessed via Highway 395 as well as through commercial flights into Bishop Airport. Despite the proximity to major cities, only about 19,000 people call Inyo County home on a year-round basis. Inyo County and the Eastern Sierra region offer a full spectrum of adventure as well as the opportunity to get away from it all. The striking landscape is truly unique. To the west, along the crest of the Sierra Nevada, Mount Whitney towers over the small community of Lone Pine. At 14,505 feet, it is recognized as the highest peak in the lower 48 states. Just a short distance away is Death Valley National Park, which, among other things, is home to Badwater – the lowest point in the U.S. at -282 feet below sea level. The White Mountains are home to the oldest known life forms in the world – the Great Basin Bristlecone Pines – and there are millions of acres of congressionally designated Wilderness, including protected critical habitat in various locations throughout the County, which is 98% public land.

The County is dotted with historic towns providing professional services and the equipment needed for excursions in this recreation mecca. Whether one is seeking out opportunities for hiking, skiing, climbing, biking, fishing, horse packing, hang gliding, photography, or just sightseeing, the experience will be world-class.

Inyo County was established on March 22, 1866 – formed out of the territory of the unorganized Coso County, which had been created on April 4, 1864, from parts of Mono and Tulare counties. It acquired more territory from Mono County in 1870 and Kern County and San Bernardino County in 1872. Named for the "dwelling place of the great spirit" in the Mono language, Inyo County has been the historic homeland for thousands of years of the Mono Tribe, Coso people, Timbisha, and Kawaiisu Native Americans.

Inyo County has a rich indigenous history, as well as a legacy that also traces its roots to pioneering, mining, railroading, ranching, and farming. Much of this history is not only on display today in museums and cultural centers throughout the County, but in the culture, livelihoods, and family trees of those who call Inyo County home.

2025 Inyo County Strategic Initiatives

View the Inyo County Strategic Plan: <https://bit.ly/InyoStrategicPlan>





LEGISLATIVE PLATFORM PURPOSE

The Inyo County Board of Supervisors recognizes the need to identify and advocate for its legislative and funding priorities in Sacramento and Washington, D.C. To be effective in this mission, the Board is pleased to present its 2025 Legislative Platform.

Inyo County's Legislative Platform is a summary of the priorities of the organization, supported by the Board of Supervisors, and establishes the basis for its advocacy efforts with the Executive and Legislative branches of the U.S. Government and the State of California regarding legislation and regulation.

Updated annually, the Platform contains general principles held by the County of Inyo as well as the County's definitive stance on critical issues (especially as they relate to rural counties) and, in some cases, specific proposals, programs, and pieces of legislation. The document is structured to proactively frame sponsorship, support, and advocacy regarding key legislative and regulatory priorities while also monitoring numerous bills.

In recent years, the Platform has been distributed to Inyo County's state and federal delegations to make legislators aware of our local, rural issues so they may better lobby for our interests. It also provides general direction to the County Administrator's Office and County departments, and the public on positions of support or opposition to key policy initiatives which impact the way the County does business. Adoption of this document also allows each Board member the flexibility to take the position identified in the document, on behalf of the Board, without waiting for a full vote of the Board. Conversely, when confronted with an issue that is not listed in this document, that issue will need Board approval before an Inyo County position may be presented in a letter or other form of advocacy.

While the Platform explicitly states the County's position on numerous programs, proposals, principles, and pieces of legislation, it also offers implicit guidance for responding to related issues. If the County takes a support position on an issue, it holds true that the County therefore also opposes issues that conflict with the underlying principles and goals of the original position of support. For example, the Platform states that the County will oppose legislation that would diminish local authority over commercial cannabis regulation. Conversely, this means the County would then support legislation to increase local authority over commercial cannabis regulation.

Updates to this year's Platform have been made in consultation with department heads, other key staff, and the Board of Supervisors.

The Platform is adopted annually but can be updated at any time throughout the year by action of the Board.



2025 INYO COUNTY ADVOCACY PRIORITIES



Public Lands Counties Funding Challenges

Support long-term reauthorization, reconsideration of funding formula, and full funding for the Payment-In-Lieu-Taxes (PILT) and Secure Rural Schools (SRS) programs and expand the scope and support for programs by which local governments are reimbursed for the cost of providing services to property tax-exempt federal lands.

Specific priorities include:

1. Recalculate PILT or develop an additional funding stream that is not based on historical timber extraction, but recognizes the current financial impacts of tourism and the cost of providing services to visitors of public lands counties
2. Create a definition of “disadvantaged community” that recognizes the unique challenges faced by the residents of isolated frontier areas.



Sustainable Recreation and Gateway Communities

Support coordinated, multi-jurisdictional land management and regional planning efforts with federal partners. Support funding for sustainable recreation; visitor services and related infrastructure; County Road maintenance within federal and state lands; utility infrastructure; waste reduction; and other measures to mitigate impacts to Inyo County communities.

Some specific initiatives include:

- Investments and upgrades to Inyo County parks and campgrounds—regardless of land tenure issues or holdover lease status
- Locality pay equality for federal staff that recognizes the expense of living in the Eastern Sierra
- Support for the Sustainable Recreation and Ecosystem Management Program and other activities sponsored by the Eastern Sierra Council of Governments



Infrastructure Investments

Support legislation to provide funding for constructing, repairing, upgrading, and maintaining water and wastewater infrastructure serving Inyo County residents. Seek out and support thoughtful updates to road funding programs considering gas tax impacts. Continue support for funding for alternative fuel and electrification infrastructure needs. Further investments to ensure climate resiliency for all infrastructure.

Some specific projects include:

- Lone Pine Water System Replacement Project

- Bishop Airport Water Line Extension
3. Provide grant support for small Community Service Districts and municipalities seeking to replace outdated water and wastewater infrastructure.



Emergency Preparedness and Disaster Response

Protect and enhance federal participation from FEMA (and CalOES) of local response activities required to ensure public safety during emergency events. Support efforts to improve disaster preparedness including preparation for extreme heat events, wildfire events, winter storm and flooding events, earthquakes, and other emergencies. Support programs that identify and assist vulnerable populations with emergency readiness, evacuation planning, and shelter access, including accessible cooling and filtered shelters during excessive heat and unhealthy air events.

Some specific projects include:

- Lone Pine Creek Diversion
- County Cooling Centers, Shelters, and Backup Generators



Emergency Medical Services

High overhead costs, low call volumes, payor mix challenges, inadequate reimbursement, and a decline in local volunteerism have combined to create a crisis in rural EMS services. The isolated frontier nature of Inyo County, including long travel distances and limited local services, increases costs beyond those experienced by typical rural communities. Further complicating the matter are the 2 million-plus visitors coming into or passing through Inyo County who often require these services.

Some solutions include:

- Enhanced reimbursement for rural EMS services in Medicare and Medicaid programs
- Grant programs and base funding specifically for rural/frontier EMS services



Fire Prevention and Protection

Support programs, regulations, legislation, and funding at the state and federal levels that enhance fire prevention efforts and reduce hazardous fuels on public and private land. Support efforts to reward home-hardening and wildfire mitigations taken by homeowners. Support funding for the County's small, local and volunteer fire districts.

Some specific projects include:

- Funding for water system infrastructure improvements for fire defense, especially within the Wildland Urban Interface (WUI).
- Upgrading water sources and capacity to meet flow rates adequate for fire suppression.



THRIVING COMMUNITIES

Support Inyo County communities through infrastructure investments, effective service delivery, and thoughtful planning.

Inyo County’s position is unique. As the second largest county in California, more than 98% of the land base is owned and managed as public land which does not allow for residential or commercial development. The County must therefore creatively approach how it addresses critical infrastructure needs as it seeks to serve a small population spread across more than 10,000 square miles. Given the significant resources available from the federal government related to infrastructure, Inyo County must continue to engage with its federal representatives, relevant agencies, and local stakeholders to position itself for success. The County looks to expand its role in discussions related to upcoming infrastructure legislation, with the goal of increasing access to, and the receipt of, federal and state funds.

Inyo County’s legislative platform seeks support for Thriving Communities through federal and state infrastructure investments, effective delivery of key community services, and thoughtful, locally driven planning and land use policy.

HIGHEST AND BEST USE OF LIMITED PRIVATE LAND

Isolated Communities

- Advocate in support of programs that can benefit isolated frontier communities and provide means for supplemental investments into these communities.
- Advocate for a frontier designation that recognizes the unique challenges of these communities.

Land Tenure Challenges

4. Seek out legislative changes which recognize the unique challenges with land tenure faced by Inyo County, in particular operating in a holdover status on lease agreements.

IMPROVED HOUSING OPPORTUNITIES

Workforce Housing

5. Advocate for policies and funding opportunities to support the creation of workforce housing for the “missing middle.”

Housing for Vulnerable Residents

- Support policy and regulatory changes that promote access to state and federal housing funds for rural areas.
- Remove barriers in planning processes, regulatory frameworks, and funding programs that make it more difficult for low-resource rural and frontier areas to access state and federal housing funds.

ENHANCED HEALTH, SOCIAL, AND SENIOR SERVICES

Health Care and Behavioral Health Access

6. Support programs that improve access to health services in rural areas, including emergency services, rural and community health clinics, medical and non-medical transportation, behavioral health services, tele-health services, and hospital facilities.

Youth

7. Pursue federal funding to better allow the County to meet the needs of its young people and provide them opportunities to excel outside of the classroom, including internship opportunities.

Seniors

8. Support programs and seek funding for services that assist the County’s aging population.

Veterans

9. Work with the Department of Veterans Affairs to increase access to veterans health centers, veterans housing, and other critical veterans services.

QUALITY PARKS AND RECREATION

Funding for Facility Improvements

10. Support funding and programs for the construction and enhancement of community facilities such as parks, campgrounds, libraries, and museums.

Playing Fields and Parks

11. Invest in sports and recreation facilities, including parks, rec centers, and playing fields, as a strategy to get youth outdoors.

TECHNOLOGY AND INFRASTRUCTURE IMPROVEMENTS

Water and Wastewater

12. Pursue funding for water projects of significant value to the County, especially those related to clean drinking water and wastewater infrastructure.

Broadband

13. Support broadband expansion, broadband adoption, telecommunications improvements, technology infrastructure projects, and other technology advancements.

Community Centers

14. Support funding for improved community center infrastructure, including redundant power, heating, cooling, and other emergency response and sheltering essentials

General Infrastructure

15. Seek out funding to support the maintenance and replacement of dilapidated and failing critical infrastructure.

ENHANCED TRANSPORTATION SERVICES

Airports

16. Advocate for funding that will allow the County to develop and expand commercial and general aviation infrastructure that supports communities and spurs economic development.

Ground Transportation

17. Support the development of public ground transportation throughout the County, serving residents as well as visitors and tourists.

COMMUNITY REVITALIZATION THROUGH EFFECTIVE PLANNING

Environmental Review and Project Delivery

18. Advocate for the streamlining of environmental review processes to make the delivery of the County's priority infrastructure projects more timely and efficient.

Downtown Revitalization

19. Advocate for programs and funding that revitalize rural towns through support of small businesses.

CLIMATE RESILIENCE AND NATURAL RESOURCE PROTECTION

Natural Resources

20. Support legislation that protects and enhances rural counties' natural resources as well as recreational infrastructure, without harming the landscape or the economy that relies on access to public lands.

Wildfire Prevention, Mitigation, and Protection

21. Support realistic federal policy and regulatory reforms that balance environmental protection with the preservation of life and property and that lead to better mitigation of wildfires on federal, state, and private lands.



ECONOMIC ENHANCEMENT

Engage in activities which encourage economic growth for existing industries and promote business and workforce resilience.

A diverse and vibrant local economy is central to the long-term growth of Inyo County. The County relies on its small businesses to provide services to the millions of visitors who come to hike Death Valley and climb Mount Whitney, while also making sure its residents continue to have employment opportunities and have access to all their daily needs. Support for these small businesses is paramount to Inyo County's economic growth, as is its pursuit of support from the Economic Development Administration to develop a diverse and resilient economy within the County and the Eastern Sierra region.

Inyo County's legislative platform seeks support for Economic Enhancement through investments which encourage economic growth for existing industries and promote business and workforce resilience.

BUSINESS, ORGANIZATIONS, AND WORKFORCE

Small Business

1. Support programs and activities that provide assistance to small businesses and promote entrepreneurship.

Agriculture

2. Support legislation that would expand agriculture programs, with specific interest in increasing access for rural communities with significant public land holdings to develop and utilize sustainable agricultural practices and grow a self-sustainable agricultural industry.

SUSTAINABLE RECREATION INITIATIVES

Tourist Economy and Gateway Communities

3. Support enhanced maintenance of wilderness assets and facilities such as trails, bridges, and other recreation infrastructure.
4. Advocate for funding that would make the County's tourism and recreation economy more resilient and robust, including those that increase access to public lands.

COLLABORATIVE REGIONAL ECONOMIC DEVELOPMENT

Public Lands Funding

5. Advocate for the creation of a new federal program that would provide funding to communities with significant public lands and reliance on those lands for tourism and recreation economies.

Land Management Agencies

6. Engage with the National Park Service, the Bureau of Land Management, and the USDA Forest Service to better manage public lands in cooperative partnerships.

Property Tax Mitigation

7. Oppose activities of the federal, state, and other localities' governments to acquire and transfer private lands to public ownership without mitigation for loss of local property tax revenue.



HIGH QUALITY SERVICES

Deliver relevant and high-value County government services which are responsive to community needs and prioritize a thriving workplace for staff.

With approximately 2% of land in Inyo County available for economic or residential development coupled with having the seventh lowest population in the State, the County's ability to collect revenue through traditional means (such as property tax) is greatly limited. To further complicate matters, more than 2 million visitors traverse the County each year as they visit Death Valley, Mt. Whitney, Mammoth Lakes, Yosemite, and other natural attractions throughout the area. All these factors play a significant role in the County's ability to provide government services on which residents and visitors rely. While the County is fiscally stable and effectively manages its limited financial resources, the pursuit and utilization of federal and state dollars as well as grant funds is critical to the overall health, wellness, and quality of life in Inyo County communities.

Inyo County's legislative platform seeks support for the delivery of relevant and High Quality Services which are responsive to community needs and prioritize a thriving County workforce.

GOVERNMENT EFFICIENCY AND HIGH-QUALITY SERVICES

Payment In Lieu Of Taxes (PILT)

1. Support legislation and budget efforts that continue to maximize the Payment in Lieu of Taxes (PILT) revenue from the federal and state government to counties and continues full funding of PILT without restrictions beyond the current authorization.

Tribal Nations

2. Support programs and pursue funding that benefits local Tribal Nations and allows the County to better engage those communities, promote sustainable agricultural practices, and grow a self-sustainable agricultural industry.

ACCESS TO GOVERNMENT AND IMPROVED COUNTY FACILITIES

3. Support efforts to improve the delivery of services and make government more accountable to the people of Inyo County.
4. Provide funding to rural counties to ensure that community-facing County services and facilities are adequate and comparable to those available in higher population areas.

PUBLIC SAFETY AND EMERGENCY RESPONSE

Law Enforcement

5. Support funding for public safety, including search and rescue activities, law enforcement communications, and public safety equipment.

Fire Response Infrastructure

6. Pursue funding and legislative changes that improve the ability for volunteer fire departments and emergency responders to operate effectively and serve residents of the County.

Emergency Medical Services

7. Seek funding and other mechanisms which support the provision of Basic Life Support (BLS) and Advanced Life Support (ALS) services, as well as funding for Emergency Medical Services (EMS) facility and equipment needs.



2025 INYO COUNTY POLICY AREAS

- ➔ Agriculture/Weights and Measures
- ➔ Cannabis/Hemp
- ➔ Child Support
- ➔ Elections
- ➔ Solid Waste and Landfills
- ➔ General Government
- ➔ Labor Relations and Employee Benefits
- ➔ Health and Human Services
- ➔ Transportation
- ➔ Public Works and Infrastructure
- ➔ Natural Resources, Environment, Land Use, and Planning
- ➔ Economic Development
- ➔ Public Safety and Emergency Response
- ➔ Tribal and Intergovernmental Relations
- ➔ Veterans' Services
- ➔ Wildfire
- ➔ Rural Communities
- ➔ Los Angeles Department of Water and Power



AGRICULTURE/WEIGHTS AND MEASURES

1. Support full cost recovery for new agricultural, weights and measures, and pesticide enforcement state programs or mandates.
2. Support continued and enhanced funding of invasive species programs through legislation and/or appropriations.
3. Support federal and state legislation and resources that would provide stable funding for Weed Management Areas for control on harmful non-native or invasive weed species.
4. Support continued funding of US Forest Service biomass fuel production programs.
5. Support authority for USDA to set up cooperative agreements with states for pest exclusion programs.
6. Support control and mitigation for the spread of invasive species to protect, conserve and restore public and private lands and wildfire prevention.
7. Support efforts to provide and protect local authority for device registration fees.
8. Oppose efforts by state agencies to usurp Agricultural Commissioner's permitting authority for the application of pesticides.
9. Oppose efforts to ban the use of rodenticide for agricultural and public health purposes in California.
10. Support revisions to the National Pollutant Discharge Elimination System regulations that eliminate regulatory and application form inconsistencies; improve permit documentation, transparency and oversight; clarifying existing regulations; and remove outdated provisions.
11. Support budgetary efforts to restore and maintain funding for agricultural border stations.
12. Monitor legislation related to backfilling gas tax funding as the state transitions to electric vehicles.
13. Support legislation that would exclusively provide resource conservation funding for small rural counties.
14. Support legislation that would expand agriculture programs, with specific interest in increasing access for rural communities with significant public land holdings.
15. Advocate for increased protections for local farmers, including the prevention of the importation of certain agricultural goods, and increase funding for the development of alternative pesticide products.

16. Seek funding and support legislation that would allow the County to develop and utilize sustainable agricultural practices and grow a self-sustainable agricultural industry in Inyo County.
17. Support policies that preserve and sustain agricultural lands that feed the state, nation, and local residents.
18. Oppose legislation that seeks to reclassify lands historically used for agriculture for other purposes.
19. Advocate for changes to the federal classification of cannabis and cannabis-based products, and better protection of the local cannabis industry.



CANNABIS/HEMP

1. Oppose legislation that would diminish local authority over commercial cannabis regulation.
2. Oppose legislation creating local mandates or programs that do not provide 100% funding and resources for any additional regulatory activities to be carried out by the Agriculture Department, impair local authority, fail to provide adequate security for staff, or create interference between cannabis regulations and existing authorities granted to Commissioners/Sealers.



CHILD SUPPORT

1. Support legislation that would protect existing state and federal funding for local child support programs.
2. Support policies, funding and services for non-custodial parents that promote self-sufficiency and ability to care for their child(ren).
3. Support legislation that would improve child support enforcement for tribal support agencies.
4. Oppose any recommendations that would reduce federal financial participation in child support programs.
5. Oppose efforts to delay the implementation of the Internal Revenue Service's third-party payment application reporting requirements.



ELECTIONS

1. Support legislation to provide opt-in as opposed to opt-out for receiving electronic sample ballots.
2. Support legislation that requires counties to be reimbursed for the cost of special elections called by the Governor or Legislature.
3. Support efforts to reinstate language directing the state to provide reimbursement to counties that hold a special election to replace a member of Congress or a member of the state Legislature to fill a vacancy, as well as for the cost of special elections called for other reasons.
4. Support legislation that would authorize federal and state governments to assist counties in the purchase of voting equipment and technology.
5. Support legislation that provides the option for rural counties to conduct elections via "Vote by Mail" while also enfranchising rural voters.



SOLID WASTE AND LANDFILLS

1. Support the continued exemption of rural counties from Organics Recycling Mandates.
2. Support legislation that requires the Department of Resources Recycling and Recovery to consider the impacts on jurisdictions and their waste diversion programs caused by China's restrictions on imported recyclables and the resulting market loss.
3. Support legislation, such as the California Beverage Container Recycling and Litter Reduction Act of 2018, to stabilize the recycling marketplace, provide immediate, temporary relief to California's retailers and grocers affected by the 2016 recycling center closures, and ensure consumers have local redemption opportunities.



GENERAL GOVERNMENT

1. Oppose legislation that minimizes, restricts and/or eliminates local Boards of Supervisors control over the allocation of funds through the budget process.
2. Oppose legislation that would require counties to share State expenses and liability on projects outside local jurisdiction.
3. Support legislation that reduces state and federal regulations that impede or increase the cost of the delivery of services by local governments and special districts.
4. Monitor closely any legislative efforts/initiatives regarding reform of the state budget process.
5. Oppose legislation that is unduly burdensome to private industry.
6. Support protection of funding discretion and use bond funds.
7. Oppose legislation that eliminates, diminishes, limits, or interferes with the nonprofit organizations that the County has membership in, i.e., the California State Association of Counties (CSAC), Rural County Representatives of California (RCRC), State Sheriff's Association, Chief Probation Officers Association, State Welfare Directors Association, etc., in actively participating in the legislative and ballot measure processes. (Added by Board Order 8-20-13)
8. Oppose legislation that increases the County's exposure to litigation.
9. Support legislation and regulations that preserve – and do not impair – the ability of counties to provide public health, safety, welfare or environmental services by local government.
10. Support expanded permission to use private contracts to provide local services in justifiable areas as a means of achieving efficiency and economy.
11. Support legislation that provides additional State Park funding to rural counties.
12. Support continued funding of programs that would improve cybersecurity and cloud-based security programs for local governments.
13. Pursue funding for County cybersecurity initiatives that would protect critical local infrastructure and utility systems.
14. Support funding for cybersecurity intelligence sharing, active cybersecurity threat monitoring, and cybersecurity support services and education for local governments.
15. Support full funding of the Public Library Fund in future state budgets.



LABOR RELATIONS AND EMPLOYEE BENEFITS

1. Support collective bargaining legislation that:
 - Recognizes the responsibility of local elected officials to govern and manage the organization and to implement public policy; and
 - Minimizes conflict over procedural matters.
2. Oppose legislation that minimizes, restricts and/or eliminates local Boards of Supervisors control over collective bargaining and employer-employee relations.
3. Support legislation that would allow “a contracting agency and the exclusive representative of employees of that agency to agree through collective bargaining that the employer contribution for employee and annuitant health benefits coverage for employees first hired on or after the effective date of a memorandum of understanding may differ from the employer contribution provided to existing employees and annuitants pursuant to Sections 22890 and 22892” and any other legislation that will permit the County to take advantage of a multi-tier benefit package through Public Employees Retirement System (PERS).



HEALTH AND HUMAN SERVICES

1. Support streamlining Medicaid reimbursement in jail settings.
2. Support efforts to protect County Medical Services Program (CMSP) funding, minimize county participation fees, and sustain reasonable provider reimbursement rates.
3. Support efforts to simplify Medi-Cal enrollment for participants and providers, including medical providers in border states (i.e., AZ, NV, OR).
4. Support efforts to continue or establish new Section 1115 Medicaid waivers (e.g., CalAIM) that promote whole-person care, reduce health disparities, and/or provide other innovative approaches to improve healthcare services for the Medi-Cal population.
5. Support parity between behavioral health and physical health funding.
6. Support efforts to increase and sustain the behavioral health workforce.
7. Support legislation to divert persons with mental illness from the criminal justice system.
8. Support efforts that fund suicide prevention.
9. Support legislation that funds additional behavioral health residential treatment facilities for individuals who are deemed gravely disabled.
10. Support funding to adequately staff local public health agencies.
11. Support initiatives to expand access to dental health services for low-income populations.
12. Support legislation to prevent or reduce tobacco use and its health/economic impacts.
13. Support streamlined funding and programming for California Children's Services (CCS).
14. Support efforts to reform the In-Home Supportive Services program in ways that reduce fiscal and administrative impacts and risks of fraud.
15. Support initiatives to reduce homelessness by expanding affordable housing and supportive services.
16. Support funding for transitional and permanent housing capacity.
17. Support funding increases for Adult Protective Services and other programs for the aging population.

18. Support legislation to fully fund Continuum of Care Reform (CCR) requirements and other services that protect the physical, emotional, and mental health of children and youth; promote their educational development; and ensure the availability of supportive services for juveniles.
19. Support funding flexibility and blended funding across human service programs.
20. Support efforts to streamline state administrative oversight and reduce administrative costs to counties.
21. Support regionalized administrative tasks for small counties.
22. Support legislation that streamlines recruitment of qualified staff.
23. Support legislative changes to attract and retain qualified EMS volunteers.
24. Support legislation that ensures the financial feasibility of Emergency Medical Services in rural communities.
25. Support legislation to adequately fund Emergency Services Function 6 (Mass Care, Emergency Assistance, Temporary Housing, and Human Services) at the local level.
26. Support and advocate for base allocation formulas for new funding targeting small counties.
27. Support and advocate for equitable funding for health and human services programs in rural areas.
28. Oppose reforms that limit or discontinue health care coverage.
29. Oppose disincentives for Medi-Cal enrollment/utilization, like co-payments and premiums.
30. Oppose reductions in Medi-Cal Administrative Activities/Targeted Case Management reimbursements.
31. Oppose funding reductions for public health emergency preparedness.
32. Oppose unfunded state mandates for increased benefits or salaries in the In-Home Supportive Services (IHSS) program.
33. Oppose legislative changes to the Maintenance of Effort (MOE) for the In-Home Supportive Services program that result in higher county costs.
34. Oppose efforts to reform services under the Older American's Act that result in reduced service levels or increased county costs.
35. Oppose efforts that negatively impact the County's health and human services realignment funds.



TRANSPORTATION

1. Support transportation funding legislation that:
 - Provides revenues without affecting funding sources of other County projects;
 - Continues federal funding efforts for local transportation projects;
 - Reaffirms and continues state responsibility for highway financing;
 - Bolsters the multiple transportation funding sources that provide for improved transportation systems and multimodal networks, including SB 1 as enacted, and delivery of projects that rehabilitate and improve local roads;
 - Supports and encourages the use and development of transit facilities and infrastructure.
2. Support any legislative efforts that assist the County in mitigating for the transportation of transuranic waste to the Nevada Test Site, Yucca Mountain, or other selected sites through California on routes located in or transecting Inyo County. Specifically, funding and assistance is needed in several areas including road and infrastructure improvements, first responder training, radiological detection instruments and training, and emergency medical and hospital training.
3. Support state legislators' efforts to address identified state highway safety needs in our communities.
4. Support legislation that enhances counties' ability to designate appropriate uses of county roads.
5. Support state and federal legislation efforts that benefit our local airports.
6. Oppose the effort to repeal SB 1, which would result in the loss of new transportation funds and make it more difficult to raise State and local transportation funds in the future.
7. Support legislation that provides funding opportunities to coordinate transportation plans with the County's General Plan.
8. Support legislation that provides funding to sustain and expand the region's public transit system.
9. Support legislation that supports interregional and intercity bus lines that connect with the County's transit system.

10. Support reauthorization and implementation of federal aviation policy at the State level to ensure that California continues to receive and dedicate investments to support commercial and general aviation airports.
11. Support legislation that clarifies and/or preserves local authority to protect public roads.
12. Oppose a one-size-fits -all greenhouse gas emissions and vehicle miles traveled reduction policy that hamstrings a rural county's ability to improve safety for residents and visitors.
13. Support the California State Transportation Authority's stated action as a part of the Climate Action Plan for Transportation Infrastructure 2025update to better account for the low vehicle miles traveled (VMT) impact of rural projects in VMT analysis and mitigation guidance.



PUBLIC WORKS AND INFRASTRUCTURE

1. Oppose legislation that changes public contracting laws in a manner in which it negatively impacts the County's contract authority and/or increases costs to the County and/or unduly lengthens the time it takes for the County to enter into a Public Works contract.
2. Pursue funding for local parks, campgrounds, community centers, museums, libraries, and other community-facing infrastructure, including those that double as shelters and/or heating and cooling centers during extreme weather events.
3. Engage with the state and federal government to ensure Inyo County has access to reliable electric and power utilities, particularly in relation to grid resiliency from extreme weather events.
4. Seek funding and support programs that provide electric and power utility services to communities in a cost-efficient manner.
5. Advocate for policies that reinforce critical infrastructure, such as power lines, water systems, and transportation networks, to withstand natural disaster events and ensure continuity of essential services during and after disasters.
6. Seek opportunities to enhance and upgrade water and wastewater treatment systems to meet ongoing mandates and needs.



NATURAL RESOURCES, ENVIRONMENT, LAND USE, AND PLANNING

1. Support legislation to provide funding for programs to protect lakes, creeks, and river parkways and groundwater basins, and restore damaged river habitat and fisheries.
2. Monitor federal or state activities limiting public access to public lands.
3. Support federal funding proposals that enhance the County's ability to acquire federal and state funding for the purpose of managing watersheds et al.
4. Support legislation which promotes and/or provides monetary aid to local jurisdictions for land use coordination with state and federal agencies.
5. Oppose any legislation which eliminates or diminishes the requirement for federal and state land use agencies to coordinate with local government on decisions affecting local jurisdictions.
6. Support legislation which maintains Inyo County's ability to protect and enhance its land use authority to determine the use of its natural resources, including but not limited to mining, water storage, renewable energy, and agricultural resources.
7. Support efforts by federal and state government to support homeowners impacted by insurance rate hikes, cancellations, and non-renewals.
8. Monitor efforts by federal and state government to increase fees for and reduce and/or eliminate fire protection services on public lands.
9. Support legislation that protects local jurisdictions that aggressively address mussel infestation in water systems from liability.
10. Oppose any legislation that could negatively impact outdoor recreation. (Added by Board Order 8-21-2012).
11. Support state's Renewable Energy Portfolio Standard being re-calculated to include rooftop solar.
12. Oppose legislation that makes California Environmental Quality Act (CEQA)/National Environmental Policy Act (NEPA) requirements more burdensome and provides for less public notification in the county where the projects are located.
13. Support legislation that recognizes, funds, and protects the ecological resources of the Sierra Nevada as part of the effort to reach California's Climate Change goals.
14. Support increased funding for public land management agencies to address deferred maintenance in forests, national parks, and reserves that rural counties depend on for tourism and recreation-based economies, and provides for greater flexibility in maintenance efforts.

15. Support programs that enhance safety, efficiency, and access for recreation on public lands.
16. Support legislation to remove state tax exemptions for solar energy development facilities.
17. Support and encourage efforts that streamline the process for obtaining permits from State, Federal and local land management agencies for activities such as livestock grazing, commercial filming, guiding and outfitting, packing, and special events.
18. Oppose legislation that minimizes and/or eliminates local control over land use decisions.
19. Support legislative efforts to enable local governments, utilities, energy developers, California Native American Tribal governments, affected landowners, and members of the public to actively participate in the renewable energy and utility corridor planning processes.
20. Support legislation which reduces and/or eliminates State requirements regarding the General Plan and its updates.
21. Oppose legislation which limits or reduces the authority of counties under the State Mining and Reclamation Act (SMARA).
22. Oppose legislation which limits or reduces the authority of counties decisions affecting the plans and policies of local jurisdictions.
23. Support legislation which maintains Inyo County's ability to protect and enhance its land use authority to determine the highest and best use of its natural resources.
24. Support legislation that protects and/or reinstates the payment of geothermal royalties to local jurisdictions.
25. Support legislation that provides funding opportunities to local jurisdictions to implement state General Plan requirements.
26. Oppose legislation that would hinder, because of mandated redactions or any other alterations of recorded documents, a private citizen's ability to establish ownership of real property or conduct private or commercial business operations.
27. Oppose legislation that removes or restricts local governments' discretion over the placement of wireless structures and/or prevents local governments from negotiating either rates or improved broadband services as a condition of a "small cell" permit.
28. Pursue funding for water cleanup projects, natural resource preservation, and water resource management.
29. Seek funding that would improve water quality in Bishop Creek and surrounding areas.
30. Support policies that would allow local CDFW biologists to manage wildlife within the framework of State law.
31. Oppose new designations (including Wilderness) without substantial public and local engagement, and ensure that historical uses are included in statute.



ECONOMIC DEVELOPMENT

1. Support programs and activities that provide assistance to small businesses and promote entrepreneurship.
2. Advocate for the reauthorization of Opportunity Zones in upcoming federal tax legislation and ensure that the reauthorized program recognizes the unique economic development challenges of rural and isolated communities, including the entirety of Inyo County.
3. Advocate for legislation that expands the ability of Inyo County's small businesses to engage with the state and federal governments and benefit from economic development initiatives.
4. Advocate for more equitable distribution of sales taxes for goods purchased online to specifically support the level at the "point of sale" instead of the "point of distribution," allowing the County to receive the sales taxes from goods purchased online and shipped into the County.
5. Seek support of changes to mining claims forms that allow for efficient and timely filing of mining claims.



PUBLIC SAFETY

1. Support legislation that maximizes county discretion in developing programs for juveniles.
2. Support legislation that eliminates the requirement that counties pay for court reporter transcripts.
3. Support federal and state funding to combat the impacts of controlled substance production, distribution, and use, including the ongoing opioid addiction crisis.
4. Support legislation that would allow counties to enact an ordinance to allow up to a \$10 penalty assessment for every \$100 fine for criminal offense, including traffic fines, for the maintenance and purchase of law enforcement facilities and vehicles.
5. Oppose any changes in the state criminal justice system that increases costs to counties for jail operations, including but not limited to early releases of prisoners, commutation of sentences and/or commutation of variable sentencing options (i.e., wobblers), without a corresponding dedicated long-term reliable revenue stream and the ability to administer it locally.
6. Support legislation that will complete the work initiated through the Trial Court Unification Act by making justice system costs that are controlled or imposed by the judiciary but inadvertently remain the responsibilities of the counties the clear responsibility of the State of California and the California Superior Court to fund.
7. Support efforts to increase and/or preserve funding allocations to support criminal justice realignment costs including inmate healthcare and jail expense costs.
8. Support federal and state funding and programs to provide comprehensive, effective mental health and substance abuse treatment programs for criminal defendants, thereby reducing recidivism and protecting the public.
9. Support full state funding of any new pre-trial release and supervision requirements related to bail system reform efforts.
10. Support legislation and policies to improve re-entry options for adult and juvenile probationers, including housing.
11. Support legislation and policies to expand and enhance evidence-based programs available to clients.
12. Support legislation and policies that will allow for continued investment in community corrections training.
13. Support legislation to bolster flexible policies and resources for drug treatment and mental health services for probationers.

14. Support legislation and policies to protect resources that support foster youth in Continuum of Care Reform.
15. Support legislation and policies that ensure resources for supervision, rehabilitative programming, and re-entry services for adult and juvenile offenders.
16. Support legislation and policies to preserve and provide resources at the federal, state, and local level for effective community supervision practices.
17. Support legislation that enhances educational programs for adult and juvenile offenders.
18. Support legislation which will provide funding for probation services provided to drug offenders, and mentally ill incarcerated offenders.
19. Support legislation to authorize local probation departments to collect outstanding victim restitution through the civil process.



EMERGENCY RESPONSE

1. Oppose efforts by federal and state government to adversely impact the ability of volunteer fire departments to provide critical first response and ambulance services in rural communities, including but not limited to recruiting and retaining qualified Emergency Medical Technicians.
2. Support full funding of disaster relief for all eligible counties, and a return to State assistance for the large portion of the costs of state or federally declared disasters.
3. Oppose any changes to, or limitations upon, the eligibility for receipt of disaster costs, especially tying county land use processes and decision-making to disaster relief funding.
4. Support state tax relief for those individuals and businesses who have losses due to disaster.
5. Advocate for programs that support local law enforcement, including the expansion of program eligibility guidelines to better serve rural and isolated communities.
6. Support and seek funding for projects and programs that support emergency and disaster preparedness, response, and management.



TRIBAL AND INTERGOVERNMENTAL RELATIONS

20. Support the following goals for County-Tribal intergovernmental relations:

- facilitate intergovernmental agreements,
- develop mechanisms to mitigate the off-reservation impacts of Tribal developments on local government services and the environment,
- promote best practices and models of successful Tribal-County relationships.

21. Support the promotion and development of positive working relationships between the County and local Tribes to the mutual benefit of both parties and the communities they respectively serve.

22. Support legislation or policy that provides for or recognizes enforceable agreements between Tribes and local governments concerning the mitigation of off-reservation impacts of development on Tribal land.

23. Oppose any federal or state limitation on the ability of Tribes, counties, and other local governments to reach mutually acceptable and enforceable agreements, including any federal prohibitions on deed restrictions mutually agreed to by Tribal and local governments.



VETERANS' SERVICES

1. Support legislation and efforts that ensure access to the services and benefits to which veterans are entitled, including housing, healthcare, employment, education and training, and community reintegration assistance.
2. Support legislation that provides funding for veterans housing programs, such as the Veterans and Affordable Housing Bond Act of 2018.
3. Support the development of specific strategies for intervention and service delivery to veterans through cooperation between federal, state, and local governments, as well as community and private organizations serving veterans.
4. Support coordination of services for veterans among all entities that serve this population, especially in housing, treatment, and employment training.



WILDFIRE

1. Support realistic federal policy and regulatory reforms that balance environmental protection with the preservation of life and property and that lead to better mitigation of wildfires on tribal, federal, state, and private lands.
2. Engage with the Department of Interior, Department of Agriculture, the Federal Emergency Management Agency, and state agencies to undertake wildfire prevention and preparedness measures, including funding for local fuel management and fire resiliency efforts.
3. Pursue funding for fuel mitigation efforts, including those that safely gather and burn/utilize biomass, and expanded Good Neighbor Authorities and other cooperative agreements for forest management/ecosystem health.
4. Support legislation that reforms wildfire suppression funding, prevents “fire transfers” within firefighting budgets, and gives agencies in charge of fire suppression more budget flexibility.
5. Advocate for legislative efforts that ensure fair compensation and comprehensive benefits for firefighters, including enhanced mental health counseling, recognizing the increasing demands and risks associated with wildfire suppression and prevention.
6. Support initiatives that fund and expand community-based education programs, workshops, and training sessions focused on wildfire preparedness, evacuation planning, and personal responsibility in reducing fire risk.
7. Support reforms that ensure homeowners and businesses in fire-prone areas can access affordable insurance coverage, including state-backed insurance pools or subsidies for high-risk areas.
8. Support training programs and workforce development initiatives that prepare individuals for careers in fire management, forestry, and land management, particularly targeting rural and underrepresented communities.
9. Ensure that wildfire mitigation strategies are incorporated into broader climate adaptation and resilience planning, recognizing the interplay between climate change and increasing wildfire frequency and intensity.
10. Support legislation which recognizes the importance of wildfire mitigation and prevention as effective strategies to reduce greenhouse gas emissions.
11. Support expedited permitting for wildfire prevention projects such as controlled burns and post-fire reconstruction in order to mitigate risk effectively.
12. Support streamlined environmental reviews for fire safety initiatives such as prevention projects like underground power lines and the creation of emergency escape routes.

13. Support funding for tax credits, grants, and loans to help residents perform home hardening work and protect their homes against wildfires.
14. Support increased resources to local governments and conservation districts for fire prevention and safety.
15. Support the stabilization of the insurance market, policies that attract private insurers back to California, and lower costs for homeowners.

DRAFT



RURAL COMMUNITIES

1. Advocate for improved specificity in the definition of “rural” and “frontier” communities, so that isolated communities such as Inyo County are better able to access funding that is meant to be set aside for rural and frontier communities.
2. Advocate for the reauthorization of the Payment in Lieu of Taxes (PILT) program and increased compensation for publicly owned lands.
3. Advocate for the reauthorization of the Secure Rural Schools (SRS) program and increased financial compensation for lands that were previously used for timber production, grazing, and other special uses.
4. Advocate for increased locality pay rates for Inyo County so that agencies may better attract and retain land management employees and other federal workers.
5. Support legislation that recognizes the inherent disadvantage rural counties have as it applies to using a population-based criteria (per capita) for allocating state and federal funds and minimizes and/or eliminates the reliance on this funding criteria.



LOS ANGELES DEPARTMENT OF WATER AND POWER

1. Support initiatives that would encourage, incentivize or require the Los Angeles Department of Water and Power to divest of land in and around Inyo County communities that have no bearing on watershed management.
2. Advocate for durable land tenure for the purposes of delivering reliable public services.
3. Support the coordination of vegetation management efforts for purposes of wildfire fuel mitigation.
4. Support businesses operating on leased LADWP land in acquiring underlying property or transferring leases to new business owners as needed.
5. Support efforts to complete the Manzanar land trade agreement, including the release of more than 200 acres of land by Los Angeles Department of Water and Power.

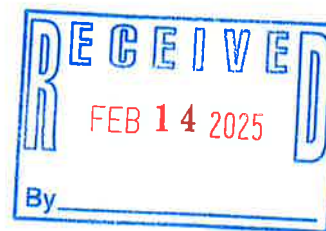
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

469 South Main Street
Bishop, CA 93514
(760) 872-5150
(800) 735-2929 (TT/TDD)
(800) 735-2922 (Voice)



February 10, 2025

File No.: 825.17092.20934



Inyo County Board of Supervisors
C/O Clerk of the Board
P O Box Drawer N
Independence, CA 93526

Dear Board of Supervisors:

The enclosed report is submitted pursuant to Health and Safety Code Section 25180.7 (Proposition 65). The report documents information regarding the illegal discharge (or threatened illegal discharge) of hazardous waste, which could cause substantial injury to the public health or safety. The report is submitted on behalf of all designated employees of the Department of California Highway Patrol.

Sincerely,

A handwritten signature in blue ink, appearing to read "C. W. Hamilton".

C. W. HAMILTON, Captain
Commander
Bishop Area

Enclosure



HAZARDOUS MATERIALS INCIDENT REPORT

CHP 407E (Rev. 3-15) OPI 062 Refer to HPM 84.2, Chapter 2

OES CONTROL NUMBER

25-0651

COLLISION REPORT

☒ Yes NUMBER 9825-25-00035

☐ No

HAZMAT CASUALTIES	NO. EXPOSED/ DECONNED	NO. INJURED	NO. KILLED	CITY UNINC.	JUDICIAL DISTRICT Inyo Superior	PHOTOGRAPHS BY <input checked="" type="checkbox"/> NONE
AGENCY PERSONNEL	0	0	0	COUNTY	NCIC	HAZMAT PLACARDS DISPLAYED
OTHERS	0	0	0	Inyo	9825	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
INCIDENT DATE (MM/DD/YYYY)	INCIDENT TIME		TIME CALTRANS/COUNTY ROADS NOTIFIED		TIME O.E.S. NOTIFIED	STATE HIGHWAY RELATED
02/06/2025	0703 HOURS		0708 HOURS		0855 HOURS	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

INCIDENT OCCURRED ON
Northbound US-395

☒ AT INTERSECTION WITH **Los Angeles Aqueduct #1**
☐ OR

MILEPOST INFORMATION

GPS COORDINATES
LATITUDE **36.094710°** LONGITUDE **-117.693411°**

NAME (FIRST, MIDDLE, LAST)	DRIVER'S LICENSE NUMBER	STATE	VEH. YEAR	MAKE	LICENSE NUMBER	STATE
Vernon Smith	R0119808	CA	2011	International	40041V3	CA
STREET ADDRESS	VEH. YEAR	MAKE	LICENSE NUMBER	STATE		
PO Box 4						
CITY/STATE/ZIP CODE	VEH. YEAR	MAKE	LICENSE NUMBER	STATE		
Tehachapi, CA 93581						
HOME PHONE	BUSINESS PHONE	CARRIER NAME				
661-917-7482		TS Transporting / US Mail				

HAZMAT IDENTIFICATION SOURCES (CHECK ALL THAT APPLY)

<input type="checkbox"/> On-site fire services	<input type="checkbox"/> Chemtrec
<input type="checkbox"/> Private info source	<input type="checkbox"/> Poison Control Center
<input type="checkbox"/> Off-site fire services	<input checked="" type="checkbox"/> Safety Data Sheet
<input type="checkbox"/> On-site non-fire services	<input type="checkbox"/> Placards/Signs
<input type="checkbox"/> Off-site non-fire services	<input type="checkbox"/> Shipping papers
<input type="checkbox"/> Computer software	<input checked="" type="checkbox"/> Emergency Response Guidebook
<input type="checkbox"/> Chemist	<input type="checkbox"/> No reference material used
<input type="checkbox"/> Other	

REGISTERED OWNER ☐ SAME AS DRIVER
Smith Leasing LLC

OWNER'S ADDRESS ☐ SAME AS DRIVER
3143 Petrol Road, Bakersfield, Ca 93308

VEHICLE IDENTIFICATION NUMBER
1HSHWSJN7BJ413917

VEHICLE TYPE	CA NUMBER	DOT NUMBER
26	532840	1825494

CHEMICAL/TRADE NAME	UN NUMBER	DOT HAZARD CLASS	QUANTITY RELEASED (LBS., GAL., ETC.)	EXTENT OF RELEASE	PHYSICAL STATE STORED	PHYSICAL STATE RELEASED
Diesel Fuel	1202	3	100 GAL	Outside vehicle	Liquid	Liquid

CONTAINER TYPE	CONTAINER CAPACITY (LBS., GAL., ETC.)	CONTAINER MATERIAL	LEVEL OF CONTAINER
Vehicular fuel tank	100 GAL	Aluminum/Aluminum alloys	Above ground

CHEMICAL/TRADE NAME	UN NUMBER	DOT HAZARD CLASS	QUANTITY RELEASED (LBS., GAL., ETC.)	EXTENT OF RELEASE	PHYSICAL STATE STORED	PHYSICAL STATE RELEASED

CONTAINER TYPE	CONTAINER CAPACITY (LBS., GAL., ETC.)	CONTAINER MATERIAL	LEVEL OF CONTAINER

PROPERTY USE	SURROUNDING AREA	PROPERTY MANAGEMENT
State Highway	State Highway	State

RELEASE FACTORS	EQUIPMENT TYPE INVOLVED	HAZMAT CONFIRMED
Collision/Overturn	Vehicle fuel system	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

CITATION ISSUED OR COMPLAINT TO BE FILED	PRIMARY CAUSE OF INCIDENT	OTHER HAZARDOUS MATERIALS VIOLATIONS (NON-CAUSATIVE)
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not determined	<input checked="" type="checkbox"/> Violation 22107 CVC	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

<input type="checkbox"/> Other Code violation	DID WEATHER CONTRIBUTE TO CAUSE OR SEVERITY OF INCIDENT?
<input type="checkbox"/> Other cause	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No WEATHER Clear

ELEMENTS (OUTLINE THE FOLLOWING ON A CHP 556. INCLUDE ADDITIONAL INFORMATION AS NECESSARY)

<input checked="" type="checkbox"/> Sequence of events	<input type="checkbox"/> Evacuation details	<input type="checkbox"/> Cleanup actions	<input type="checkbox"/> CHP On-scene Personnel (name, rank, ID number, function, exposure, hours)
<input type="checkbox"/> Road closures	<input type="checkbox"/> Environmental impact	<input type="checkbox"/> Actions of other agencies	

COMPLETE THE FOLLOWING

<input checked="" type="checkbox"/> Incident Action Plan	<input checked="" type="checkbox"/> Site Safety Plan	<input checked="" type="checkbox"/> Proposition 65 Letters: County Health/County Board of Supervisors
--	--	---

DATE AND TIME SCENE DECLARED SAFE	BY WHOM (NAME, TITLE AND AGENCY)
Pending HOURS	Joe Cervantez Jr, Hazmat Coordinator, Caltrans District 9

PREPARER'S NAME, RANK, AND ID NUMBER	DATE	REVIEWER'S NAME, RANK, AND ID NUMBER	DATE
Sergeant J. Weldon #20934	02/10/2025		

DATE OF INCIDENT/OCCURRENCE 02/06/25	TIME (2400) 0703	NCIC NUMBER 9825	OFFICER ID NUMBER 20934	NUMBER 25-0651
"X" ONE <input checked="" type="checkbox"/> Narrative <input type="checkbox"/> Supplemental		"X" ONE <input type="checkbox"/> Crash Report <input checked="" type="checkbox"/> Other: _____		
TYPE SUPPLEMENTAL ("X" APPLICABLE) <input type="checkbox"/> BA Update <input type="checkbox"/> Fatal <input type="checkbox"/> Hit and Run Update <input checked="" type="checkbox"/> Hazardous Materials <input type="checkbox"/> School Bus <input type="checkbox"/> Other: _____				
CITY/COUNTY/JUDICIAL DISTRICT UNINC/Inyo/Inyo				REPORTING DISTRICT/BEAT 825/12
LOCATION/SUBJECT Northbound US-395 at Los Angeles Aqueduct #1				CITATION NUMBER n/a
STATE HIGHWAY RELATED <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
1. SEQUENCE OF EVENTS:				
2. <u>On 2/6/2025, at approximately 0703 hours, a box truck (S/V) was traveling in the #2 lane on northbound on</u>				
3. <u>US-395 just south of the Los Angeles Aqueduct #1 in an unincorporated portion of Inyo County, California. For</u>				
4. <u>unknown reasons the (S/V) failed to maintain his lane and drifted to the right off the roadway. The S/V crashed</u>				
5. <u>into a guardrail on the east side of northbound US-395 at the Los Angeles Aqueduct #1 and came to a rest on its</u>				
6. <u>wheels on the east side of US-395 on the dirt shoulder. As a result of the crash, the right diesel saddle tank ruptured</u>				
7. <u>and leaked its contents which was approximately 100 gallons of diesel fuel onto the dirt/brush shoulder/field.</u>				
8. _____				
9. ROAD CLOSURES:				
10. <u>None</u>				
11. _____				
12. EVACUATION DETAILS:				
13. <u>Due to the isolated location and commodity involved, no evacuation was required.</u>				
14. _____				
15. ENVIRONMENTAL IMPACT:				
16. <u>Surface pollution.</u>				
17. _____				
18. CLEAN-UP ACTIONS:				
19. <u>Supervisor Adrian Hernandez with Ten West Environmental responded for clean-up and will coordinate the clean-</u>				
20. <u>up with Caltrans, District 9 Maintenance Superintendent, Hazmat Coordinator Joe Cervantez Jr. and a</u>				
21. <u>supplemental will be added and submitted following clean-up.</u>				
22. _____				
23. ACTIONS OF OTHER AGENCIES:				
24. <u>Caltrans District 9 Maintenance Area Superintendent, Hazmat Coordinator Joe Cervantez Jr. responded to the</u>				
25. <u>scene. California Highway Patrol (CHP) and Caltrans made the following notifications: Inyo County Health</u>				
26. <u>Department</u>				
27. _____				
28. _____				
29. _____				
30. _____				
31. _____				
PREPARER'S NAME and ID NUMBER Sergeant J. Weldon #20934		DATE 02/06/25	REVIEWER'S NAME	DATE

DATE OF INCIDENT/OCCURRENCE 02/06/25		TIME (2400) 0703	NCIC NUMBER 9825	OFFICER ID NUMBER 20934	NUMBER 25-0651																																				
"X" ONE <input checked="" type="checkbox"/> Narrative <input type="checkbox"/> Supplemental		"X" ONE <input type="checkbox"/> Crash Report <input checked="" type="checkbox"/> Other: _____		TYPE SUPPLEMENTAL ("X" APPLICABLE) <input type="checkbox"/> BA Update <input type="checkbox"/> Fatal <input type="checkbox"/> Hit and Run Update <input checked="" type="checkbox"/> Hazardous Materials <input type="checkbox"/> School Bus <input type="checkbox"/> Other: _____																																					
CITY/COUNTY/JUDICIAL DISTRICT UNINC/Inyo/Inyo				REPORTING DISTRICT/BEAT 825/12	CITATION NUMBER n/a																																				
LOCATION/SUBJECT Northbound US-395 at Los Angeles Aqueduct #1				STATE HIGHWAY RELATED <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																																					
1. CHP PERSONNEL INVOLVED:																																									
<table border="1"><thead><tr><th>2. Name</th><th>Rank</th><th>ID</th><th>Function</th><th>Exposed</th><th>Injured</th><th>Total Hours</th></tr></thead><tbody><tr><td>3. J. Weldon</td><td>Sergeant</td><td>20934</td><td>Incident Commander/Safety Officer</td><td>No</td><td>No</td><td>3</td></tr><tr><td>4. J. Pelham</td><td>Officer</td><td>20736</td><td>Traffic Control</td><td>No</td><td>No</td><td>3</td></tr><tr><td>5. D. teNyenhuis</td><td>Officer</td><td>22014</td><td>Traffic Control</td><td>No</td><td>No</td><td>3</td></tr><tr><td colspan="7">6. _____</td></tr></tbody></table>							2. Name	Rank	ID	Function	Exposed	Injured	Total Hours	3. J. Weldon	Sergeant	20934	Incident Commander/Safety Officer	No	No	3	4. J. Pelham	Officer	20736	Traffic Control	No	No	3	5. D. teNyenhuis	Officer	22014	Traffic Control	No	No	3	6. _____						
2. Name	Rank	ID	Function	Exposed	Injured	Total Hours																																			
3. J. Weldon	Sergeant	20934	Incident Commander/Safety Officer	No	No	3																																			
4. J. Pelham	Officer	20736	Traffic Control	No	No	3																																			
5. D. teNyenhuis	Officer	22014	Traffic Control	No	No	3																																			
6. _____																																									
7. ADDITIONAL:																																									
8. <u>No hazardous materials exposures or injuries were sustained. The Los Angeles Aqueduct #1 is covered and</u>																																									
9. <u>enclosed in concrete at that location from outside contaminants.</u>																																									
10. _____																																									
11. _____																																									
12. _____																																									
13. _____																																									
14. _____																																									
15. _____																																									
16. _____																																									
17. _____																																									
18. _____																																									
19. _____																																									
20. _____																																									
21. _____																																									
22. _____																																									
23. _____																																									
24. _____																																									
25. _____																																									
26. _____																																									
27. _____																																									
28. _____																																									
29. _____																																									
30. _____																																									
31. _____																																									
PREPARER'S NAME and ID NUMBER Sergeant J. Weldon #20934			DATE 02/06/25	REVIEWER'S NAME		DATE																																			

INCIDENT ACTION PLAN/SITE SAFETY PLAN

CHP 4071 (New 5-15) OPI 062 Refer to HPM 84.2, Chapter 2

OES CONTROL NUMBER

25-0651

INCIDENT DATE (MM/DD/YYYY)	INCIDENT TIME (HOURS)
02/06/2025	0703
INCIDENT OCCURRED ON	<input checked="" type="checkbox"/> AT INTERSECTION WITH Los Angeles Aqueduct #1
Northbound US-395	<input type="checkbox"/> OR
AREA DESCRIPTION	
Asphalt two-lane State Highway boredred to the north and south by dirt/brush fields.	
INCIDENT COMMANDER	SITE SAFETY OFFICER
Sergeant J. Weldon	Sergeant J. Weldon

INCIDENT ACTION PLAN

- GENERAL INFORMATION:
- PROTECT LIFE, ENVIRONMENT, AND PROPERTY.
 - COMPLY WITH SECTION 5192(q), TITLE 8, CALIFORNIA CODE OF REGULATIONS.
 - IDENTIFY THE INCIDENT COMMANDER AND SAFETY OFFICER.

PROCEDURES FOR HANDLING EMERGENCY INCIDENTS:

- ☒ Identify all hazardous substances or conditions present.
- ☒ Based upon identification, implement appropriate operations, and assure use of proper personal protective equipment.
- ☒ Ensure personnel exposed to inhalation hazard wear a self contained breathing apparatus.
- ☒ Limit the number of personnel on-site, but use the buddy system.
- ☒ Ensure back-ups and standby emergency medical services are available.
- ☒ Designate a safety officer with knowledge of safety operations.
- ☒ Implement appropriate decontamination.

SITE SAFETY PLAN

- GENERAL INFORMATION:
- PROTECTION OF LIFE IS THE HIGHEST PRIORITY.
 - ENSURE ALL PERSONNEL ARE BRIEFED ON OPERATIONS AND SAFETY BEFORE WORK BEGINS.
 - NO PERSON SHALL EXCEED THEIR LEVEL OF TRAINING, CAPABILITIES, OR RESOURCES.

CHEMICAL/TRADE NAME	UN NUMBER	DOT HAZARD CLASS	QUANTITY RELEASED (LBS., GAL., ETC.)	EXTENT OF RELEASE	PHYSICAL STATE STORED	PHYSICAL STATE RELEASED
Diesel	1202	3	100 GAL	Outside vehicle	Liquid	Liquid
CONTAINER TYPE		CONTAINER CAPACITY (LBS., GAL., ETC.)		CONTAINER MATERIAL	LEVEL OF CONTAINER	
Vehicular fuel tank		100 GAL		Other (explain in Comments)	Above ground	
CHEMICAL/TRADE NAME	UN NUMBER	DOT HAZARD CLASS	QUANTITY RELEASED (LBS., GAL., ETC.)	EXTENT OF RELEASE	PHYSICAL STATE STORED	PHYSICAL STATE RELEASED
CONTAINER TYPE		CONTAINER CAPACITY (LBS., GAL., ETC.)		CONTAINER MATERIAL	LEVEL OF CONTAINER	

MEDICAL SIGNS OF EXPOSURE:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Nausea/Vomiting | <input type="checkbox"/> Coughing |
| <input type="checkbox"/> Dehydration | <input type="checkbox"/> Tingling/Numbness of extremities |
| <input type="checkbox"/> Trouble breathing | <input type="checkbox"/> Diarrhea |
| <input checked="" type="checkbox"/> Skin irritation | <input type="checkbox"/> Unconsciousness |
| <input type="checkbox"/> Dizziness | <input type="checkbox"/> Anxiety |
| <input type="checkbox"/> Confusion | <input type="checkbox"/> Blurred/Double vision |
| <input checked="" type="checkbox"/> Other symptoms: Headache, eye and nose irritation | |

CONTROL ZONES (ESTABLISH AS APPROPRIATE):

- ☒ Hot (Exclusion) Zone: Immediate 150 foot area encompassing leaking box truck
- ☒ Warm (Contamination reduction) Zone: Larger 300 foot area encompassing box truck
- ☒ Cold (Support) Zone: Larger 500 foot area covering the dirt/brush field and east dirt shoulder of northbound US-395

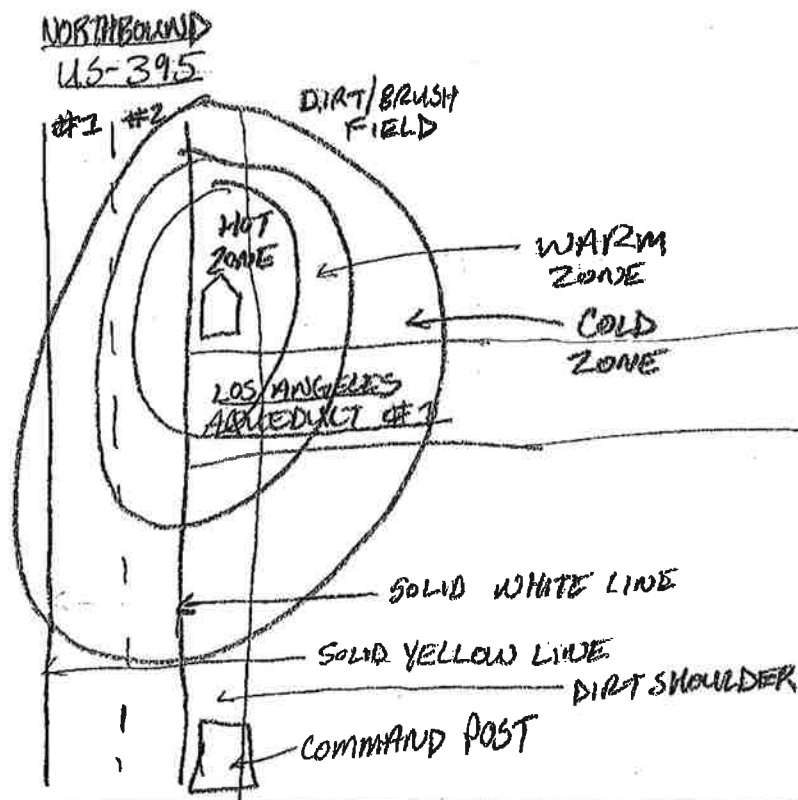
WHEN REQUIRED, ADDRESS THE FOLLOWING:

- ☒ Decontamination Plan: Any clothing or skin contact with vehicle fluids will be washed with soap and water.
- ☒ Evacuation Plan: On-scene CHP and Caltrans will be monitoring for evacuation.
- ☒ Demobilization Plan: All resources will confer with the incident commander prior to being released.
- ☒ Communications Plan: All communication will be through Bishop Communication Center and Caltrans Dispatch.
- ☒ Medical Assistance Plan: Dispatch will be notified by radio or mobile phone if EMS becomes necessary.
- ☒ Emergency Procedures Plan: In the event of an emergency, all personnel will evacuate and request appropriate additional resources through CHP and Caltrans Dispatch.

(Drawing not to scale)

SKETCH

(Factual diagram is not required)



SAFETY BRIEFING COMPLETED (TIME)

0910

HOURS

INCIDENT COMMANDER NAME, RANK, AND ID NUMBER

Sergeant J. Weldon #20934

DATE

02/06/2025