INYO COUNTY BOARD OF SUPERVISORS

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

DAVID FRASER
COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD

AGENDA

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

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

REGULAR MEETING
May 26, 2026
8:30 AM

1) **Public Comment on Closed Session Item(s)**
Comments will be accepted at this time related strictly to items on the Closed Session portion of the agenda. Comments will be limited to three minutes.

CLOSED SESSION

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

3) **Existing Litigation – Pursuant to paragraph (1) of subdivision (d) of Government Code §54956.9 –** Name of case: *City of Los Angeles, Department of Water and Power of the City of Los Angeles v. Inyo County Board of Supervisors, et al.* Inyo County Superior Court Case No. 12908

4) **Conference with Legal Counsel – Existing Litigation – Pursuant to Government Code §54956.9(d)(1) –** Name of case: *Inyo v. Wolverine/Inyo, LLC et. al.* (Case No. 23UC70164).

5) **Conference with Real Property Negotiators – Pursuant to paragraph (1) of subsection (b) of Government Code §54956.8 –** Property: APN 005-146-07. Agency Negotiators: Meaghan McCamman, John-Carl Vallejo, David Fraser, Denelle Carrington. Negotiating parties: 1) Jeff Potter, H&M Investment Advisors, Inc.; and 2) Bryan Marseilles. Under negotiation: price and terms of payment.

6) **Conference with Real Property Negotiators – Pursuant to paragraph (1) of subsection (b) of Government Code §54956.8 –** Property: APN 004-020-09. Agency Negotiators: Meaghan McCamman, John-Carl Vallejo, David Fraser, Denelle Carrington. Negotiating parties: Nathan Sill. Under negotiation: price and terms of payment.

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.

7) **Pledge of Allegiance**

8) **Report on Closed Session as Required by Law**

9) **Public Comment**
Comments will be accepted at this time related to subjects not included on the agenda. Comments will be limited to three minutes. Per the Ralph M. Brown Act, the Board is prohibited from responding to or taking action on items not included on the agenda.

10) **Board Member Reports**
The Board will provide updates on recent or upcoming meetings, important issues discussed or to be discussed at those meetings, and any projects being explored.

11) **County Department Reports**

12) **Introduction -** New Deputy County Counsel Eric Chilton will be introduced to the Board.

13) **Employee Service Milestones -** The Board of Supervisors will recognize employees who reached service milestones during the first quarter of 2026.

CONSENT AGENDA

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

14) **Approval of Minutes from the Regular April 28 and May 12 Board of Supervisors Meetings**
Clerk of the Board | Assistant Clerk of the Board

Recommended Action:
Approve the minutes from the regular April 28, 2026 and May 12, 2026 Board of Supervisors meetings.

15) Resolution Designating Inyo Council for the Arts as a California Arts Council Partner to Inyo County

Community Organization | Assistant Clerk of the Board

Recommended Action:

Approve Resolution No. 2026-19, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California Designating Inyo Council for the Arts as a California Arts Council Partner to Inyo County," and authorize the Chairperson to sign.

16) Emergency Medical Services Cost Sharing Agreement Amendment No. 3

County Administrator | Anna Scott

Recommended Action:

Approve Amendment No. 3 to the agreement among the County of Inyo, the Bishop Paiute Tribe, and the City of Bishop to continue cost-sharing the financial support necessary to maintain uninterrupted 911 Emergency Medical Services within the Bishop Operating Area for the period beginning July 1, 2026 and ending June 30, 2027, or until a long-term EMS contract is awarded, whichever occurs first, contingent upon the Board's approval of the Fiscal Year 2026-2027 Budget.

17) Three-Year Contract with Dell Inc. for Provision of Microsoft Email, Office Suite, and Other Cloud Services

County Administrator - Information Services | Noam Shendar, Abhilash Itharaju

Recommended Action:

A) Declare Dell Inc. of Round Rock, TX, a sole-source provider of Microsoft cloud services, including email, calendar and collaboration; and
B) Authorize the Chief Information Officer, with the concurrence of County Counsel, to enter into an agreement between the County of Inyo and Dell Inc. of Round Rock, TX, for the provision of Microsoft cloud services in an amount not to exceed $828,353.28 for the period of June 1, 2026 through May 31, 2029.

18) Maternal Child Adolescent Health (MCAH) Agreement

Health & Human Services - First 5 | Anna Scott

Recommended Action:

Approve the Maternal, Child and Adolescent Health (MCAH) Agreement No. 202614 between the County of Inyo and the California Department of Public Health in the total amount of $1,476,204 in State and Federal funding, including $1,236,174 for California Home Visiting Program (CHVP) activities and $240,030 for Maternal, Child and Adolescent Health (MCAH) activities, for the period of July 1, 2026 through June 30, 2029, contingent upon the Board's adoption of future budgets, and authorize the Health and Human Services Director and MCAH Director to sign all associated Agreement Funding Application, Policy Compliance, and Certification documents.

19) Behavioral Health Advisory Board Appointment
Health & Human Services | Anna Scott

Recommended Action:
Appoint Hayley Carter to an unexpired three-year term on the Behavioral Health Advisory Board ending June 30, 2029.

20) Amendment No. 2 to Contract with GHC (Generations Health Care) of Upland SNF, LLC, DBA Heritage Park Nursing Center
Health & Human Services - Behavioral Health | Anna Scott

Recommended Action:
Approve Amendment No. 2 to the contract between the County of Inyo and GHC (Generations Health Care) of Upland SNF, LLC, DBA Heritage Park Nursing Center for the provision of Hospital Inpatient Psychiatric Services, increasing the contract amount by $45,000 to an amount not to exceed $147,000 for Fiscal Year 2025-2026, and authorize the Health and Human Services Director to sign.

21) Contract with Egan Civil, Inc. to Provide County Surveyor Services
Public Works | Ashley Helms

Recommended Action:
A) Approve the contract between the County of Inyo and Egan Civil, Inc. of Palm Desert, CA for the provision of County Surveyor services in an amount not to exceed $100,000.00 for the period of July 1, 2026 through June 30, 2028, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign upon gathering of all signatures; and
B) Appoint Benjamin Egan, LS 8756, as the County Surveyor.

22) Contract for Independence Jail Fencing Project
Public Works | Marc Lucas

Recommended Action:
A) Award the contract for the Independence Jail Fencing project to Yukon Fencing Co. Inc. of Bakersfield, CA as the successful bidder;
B) Approve the construction contract between the County of Inyo and Yukon Fencing Co. Inc. of Bakersfield, CA in the amount of $276,652.50, and authorize the Chairperson to sign; and
C) Authorize the Public Works Assistant Director to execute all other project contract documents, including contract change orders, to the extent permitted by Public Contract Code section 20142 and other applicable laws.

23) Contract between County of Inyo and Preferred Septic and Disposal, Inc. of Bishop, CA for Trash Disposal and Recycling Services for County Facilities
Public Works | Cap Aubrey

Recommended Action:
Approve the contract between the County of Inyo and Preferred Septic and

Disposal, Inc. of Bishop, CA, as a sole-source provider of Trash Disposal and Recycling Services for County facilities, in an amount not to exceed $253,912.86 for the period of July 1, 2026, through June 30, 2029, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign.

24) Tecopa Campground Main Panel Upgrade Change Order No. 1

Public Works | Ashley Helms

Recommended Action:
Authorize the Inyo County Assistant CAO to execute Change Order No. 1 with D&J Electric Services LLC in the amount of $7,250.00 for the temporary power connection required to energize the sewer lagoon aeration system.

25) Contract between Inyo County and CrisisReadyLab LLC to develop the Inyo County Evacuation Route Resilience Plan

Public Works | Justine Kokx

Recommended Action:
Approve the agreement between the County of Inyo and CrisisReadyLab LLC of Denver, CO for the development of the Inyo County Evacuation Route Resilience Plan (ERRP) in an amount not to exceed $228,830 for the period of May 26, 2026 through June 30, 2028,contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign.

26) Purchase Order to Purchase an Atlas Copco Model XAS 185 KUBOTA T4F Air Compressor

Public Works | Shannon Platt

Recommended Action:

A) Declare Quinn Power Systems a sole-source provider of an Atlas Copco Model XAS 185 KUBOTA T4F Air Compressor; and
B) Approve a purchase order in an amount not to exceed $34,571.86, payable to Quinn Power Systems for an Atlas Copco Model XAS 185 KUBOTA T4F Air Compressor.

27) Trade-in of Duty Weapons

Sheriff | Tim Noonan

Recommended Action:

A) Determine that inventoried duty weapons are no longer required for public use pursuant to Inyo County Code Section 6.28.040;
B) Authorize the trade-in of duty weapons in the amount of $59,603.00 to Bishop Defense of Meridian, ID; and
C) Authorize the purchase of twenty-one (21) rifles with accessories for $943.98 with trade-in.

28) Purchase of Reinforced Concrete Box Culvert
Public Works | Shannon Platt

Recommended Action:
A) Declare Core and Main of Selma CA, the successful bidder for the reinforced concrete box culvert, in accordance with Bid No. RD26-01; and
B) Authorize the purchase order for the reinforced concrete box culvert in an amount not to exceed $84,035.

REGULAR AGENDA

11 A.M. 29) Consideration of Owens River Water Trail Final Environmental Impact Report (FEIR) and Public Hearing
Water Department | Holly Alpert
30 minutes (10 min. Presentation / 20 min. Discussion)

Recommended Action:
A) Conduct a public hearing on the Environmental Impact Report (EIR) for the Owens River Water Trail project;
B) Certify the EIR and adopt required California Environmental Quality Act findings by approving and authorizing the Chairperson to sign Resolution No. 2026-20 titled, "A Resolution of the Board of Superviors of the County of Inyo, State of California, Certifying the Final Environmental Impact Report on the Owens River Water Trail, Making Findings Related Thereto, and Adopting a Mitigation Monitoring and Reporting Program;"
C) Approve the Mitigation Monitoring and Reporting Program; and
D) Authorize staff to file a Notice of Determination.

30) Discussion Regarding Upcoming Inyo County/Los Angeles Standing Committee Meeting
Water Department | Holly Alpert
15 minutes

Recommended Action:
Provide direction to the County's Standing Committee representatives in advance of the meeting of the Inyo County/Los Angeles Standing Committee scheduled for May 27, 2026, in Inyo County.

31) Resolution Adopting List of Projects for Fiscal Year 2026-27 Funded by Road Maintenance and Rehabilitation Account (SB1)
Public Works - Road Department | Shannon Platt
10 minutes

Recommended Action:
A) Approve Resolution No. 2026-21, titled, "A Resolution Adopting a List of Projects for Fiscal Year 2026-27 Funded by SB1: The Road Repair and Accountability Act of 2017," and authorize the Chairperson to sign; and
B) Authorize the Public Works Department to apply for and submit all required documentation to receive the Inyo County allotment of SB1,

Road Repair and Accountability Act of 2017 funding and authorize the Public Works Director, or their designee, to sign for the RMRA funding and all associated supporting documents.

32) Lone Pine Water Main and Service Lateral Project Plan and Funding Strategy

Public Works | Meaghan McCamman, Ashley Helms, Marc Lucas
15 minutes

Recommended Action:
A) Conduct workshop on Phase 1 of the Lone Pine Water Main and Service Lateral Project Plan and Funding Strategy; and B) Provide any follow-up direction to staff as necessary.

33) Letter to Department of Interior Regarding Rio Tinto Land Donation

County Administrator | Meaghan McCamman
15 minutes

Recommended Action:
Approve a letter to the U.S. Department of the Interior requesting the Federal Government offset the permanent fiscal impacts associated with the proposed donation of approximately 3,209 acres of Rio Tinto-owned land to Death Valley National Park by releasing federal lands to Inyo County, and authorize the Chairperson to sign.

34) Food Cook Job Description and Establishment of a Trainee Classification

County Administrator - Personnel | Keri Oney
5 minutes

Recommended Action:
A) Establish the Food Cook Trainee Classification at Grade 1 ($3,601.35-$4,679.14/month);
B) Approve the job description for the Food Cook and Food Cook Trainee; and
C) Authorize Health and Human Services or the Sheriff's Department to hire at either the Food Cook or Food Cook Trainee level, depending on qualifications.

35) Amendment No. 7 to the Agreement with H.W. Lochner for the Bishop Airport Wildlife Hazard Assessment

Public Works | Ashley Helms
3 minutes

Recommended Action:
A) Amend the Fiscal Year 2025-2026 Geothermal Royalties Budget (010406) as follows: Increase appropriation in Operating Transfer Out (Object Code 5801) by $7,000 *(4/5ths vote required);*
B) Amend the Fiscal Year 2025-2026 Wildlife Hazard Assessment Budget (630308) as follows:

- Increase estimated revenue in Operating Transfer In (Revenue Code No. 4998) by $7,000, and

- Increase appropriation in Professional Services (Object Code 5265) by $6,000, and
- Increase appropriation in External Charges (Object Code 5124) by $1,000 *(4/5ths vote required);*

C) Approve Amendment No. 7 to the agreement between the County of Inyo and H.W. Lochner of Chicago, IL, increasing the contract to an amount not to exceed $1,170,895, and authorize the Chairperson to sign; and
D) Accept the forthcoming Federal Aviation Administration grant for the Wildlife Hazard Assessment at the Bishop Airport.

36) Agreement with Tartaglia Engineering for the Bishop Airport Perimeter Fence Replacement Project

Public Works | Ashley Helms
3 minutes

Recommended Action:

A) Amend the Fiscal Year 2025-2026 Geothermal Royalties Budget (010406) as follows: increase appropriations in Operating Transfer Out (5801) by $40,000 *(4/5ths vote required);*
B) Amend the Fiscal Year 2025-2026 Perimeter Fence Replacement Budget (630309) as follows:

- Increase estimated revenue in Federal Grant (Revenue Code No.4555) by $4,100;
- increase estimated revenue in Operating Transfer In (Revenue Code No. 4998) by $40,000;
- increase appropriation in Construction in Progress (Object Code 5700) by $42,100; and
- increase appropriation in External Charges (Object Code 5124) by $2,000 *(4/5ths vote required);*

C) Approve the agreement between the County of Inyo and Tartaglia Engineering of Pismo Beach, CA for the provision of airport engineering services in an amount not to exceed $99,800 for the period of May 26, 2026 through June 30, 2027, contingent upon the Board's approval of the Fiscal Year 2026-2027 Budget, and authorize the Chairperson to sign; and
D) Accept the forthcoming Federal Aviation Administration grants for the Bishop Airport Perimeter Fencing Replacement Project.

37) Side Letter with Inyo County Employee Association (ICEA)

County Administrator - Personnel | Keri Oney
5 minutes (2.5min. Presentation / 2.5min. Discussion)

Recommended Action:

Approve the Side Letter between the County of Inyo and the Inyo County Employees Association and authorize the Chairperson to sign.

38) Fiscal Year 2025-2026 Third Quarter Financial Review

County Administrator | Amy Shepherd, Denelle Carrington
20 minutes

Recommended Action:

A) Accept the Fiscal Year 2025-2026 Third Quarter 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)*;
C) Authorize the County Administrator and Auditor-Controller to make any additional year-end adjustments as may be necessary within each fund *(4/5ths vote required)*;
D) Approve the Preliminary Fiscal Year 2026-2027 Budget Calendar (Attachment C) in regard to the proposed dates for the Budget Hearings and adoption of the Final Budget;
E) Direct the County Administrator and Auditor-Controller to prepare a modified rollover budget for the start of the Fiscal Year 2026-2027 and present it for approval on June 9, 2026; and
F) Authorize the County Administrator and Auditor-Controller to transfer up to $300,000, or an amount deemed appropriate based on year-end balances, from General Fund Contingencies to General Reserves before June 30, 2026, and to amend the Fiscal Year 2025-2026 Budget accordingly, if necessary *(4/5ths vote required)*.

ADDITIONAL PUBLIC COMMENT

39) Public Comment

Comments will be accepted at this time related to subjects not included on the agenda. Comments will be limited to three minutes. Per the Ralph M. Brown Act, the Board is prohibited from responding to or taking action on items not included on the agenda.

CORRESPONDENCE - INFORMATIONAL

40) Treasury Status Report for Quarter Ending March 31, 2026

41) Sheriff's Third Quarter Overtime Report

COUNTY OF INYO

PERSONNEL DEPARTMENT
P. O. Box 249, Independence, California 93526
760.878.0377
760.878.0465 (Fax)

MEMORANDUM

To: Department Heads

From: Jayme Westervelt, Personnel Analyst

Date: April 14, 2026

Re: Employee Service Awards for 1st Quarter 2026

The following employees will be recognized for their service to the County of Inyo, at the Board of Supervisors Meeting on Tuesday, May 26th at 10:00 am. **Please make sure to invite your employees to attend the Board of Supervisors meeting (in person) to be recognized.**

Name	Hire Date	Years of Service	Department Head
Luis Huerta	1/16/06	20	Michael Errante
Herbert Dyer	2/2/11	15	Michael Errante
Dominic Andreas	1/14/16	10	Michael Errante
Donald Arrowood	2/4/21	5	Michael Errante
Donna Stephen	1/14/16	10	Anna Scott
Talia Sandoval	1/7/21	5	Anna Scott
Robert Rubio	1/21/21	5	Anna Scott
Jazmin Rager	1/14/16	10	Stephanie Rennie
Cynthia Reeves	1/14/16	10	David Fraser
Rochelle Romo	1/7/21	5	Noam Shendar

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DAVID FRASER
County Administrative Officer

DARCY ISRAEL
Asst. Clerk of the Board

AGENDA ITEM REQUEST FORM

May 26, 2026

Reference ID: 2026-312

Approval of Minutes from the Regular April 28 and May 12 Board of Supervisors Meetings

Clerk of the Board

ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Clerk of the Board	Assistant Clerk of the Board

RECOMMENDED ACTION:

Approve the minutes from the regular April 28, 2026 and May 12, 2026 Board of Supervisors meetings.

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:

Darcy Israel	Created/Initiated - 05/19/2026
Darcy Israel	Final Approval - 05/19/2026

ATTACHMENTS:

1. Draft April 28, 2026 Minutes
2. Draft May 12, 2026 Minutes

MINUTES

County of Inyo
Board of Supervisors

April 28, 2026

The Board of Supervisors of the County of Inyo, State of California, met in regular session at the hour of 8:32 a.m., on April 28, 2026, in the Board of Supervisors Room, County Administrative Center, Independence, with the following Supervisors present: Chairperson Trina Orrill, presiding, Will Wadelton, Jeff Griffiths, Jennifer Roeser and Scott Marcellin. Also present: CAO David Fraser, County Counsel John-Carl Vallejo, and Assistant Clerk of the Board Darcy Israel.

Public Comment I

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

Closed Session

Chairperson Orrill recessed open session at 8:33 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 – County Administrative Officer David Fraser, Assistant County Administrative Officer Denelle Carrington, Assistant Personnel Director Keri Oney, County Counsel John-Carl Vallejo, and Assistant County Counsel Christy Milovich; No. 3 **Existing Litigation – Pursuant to paragraph (1) of subdivision (d) of Government Code §54956.9 –** Name of case: *City of Los Angeles, Department of Water and Power of the City of Los Angeles v. Inyo County Board of Supervisors, et al.* Inyo County Superior Court Case No. 12908; and No. 4 **Conference with Legal Counsel – Existing Litigation – Pursuant to Government Code §54956.9(d)(1) –** Name of case: *Inyo v. Wolverine/Inyo, LLC et. al.* (Case No. 23UC70164).

Open Session

Chairperson Orrill recessed closed session and reconvened the meeting in open session at 10:08 a.m. with all Board members present.

Pledge of Allegiance

Lone Pine Student Body President Brenna Leon led the Pledge of Allegiance.

Report on Closed Session

County Counsel Vallejo reported that the Board met under Item Nos. 2 through 4 and said that no action was taken during closed session that is required to be reported.

Pet Adoption Spotlight

Inyo County Animal Services Manager Katie Byrd introduced Riley, a dog currently available for adoption at the Inyo County Animal Shelter.

Public Comment II

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

Supervisor Roeser requested that the Board adjourn today's meeting in memory of former Supervisor Jim Bilyeu and Lone Pine resident Gary McCoy, both of whom recently passed away, and offered condolences to their families.

County Department Reports

HHS Director Anna Scott provided an update on the Requests for Proposal for EMS services in the Bishop Operating Area, noting that the County is working with the City of Bishop and the Bishop Paiute Tribe to review the proposal received. She also said that HHS will end April's Child Abuse Awareness Month with a Resilience Symposium at the Tri-County Fairgrounds on April 29 and will shift focus to Mental Health Awareness Month in May. Director Scott added that she and Deputy CAO Meaghan McCamman recently attended a meeting at Northern Inyo Hospital with State and Legislative representatives to discuss recent impacts on rural hospitals.

DRAFT

Agricultural Commissioner – ATV Surplus Auction

Moved by Supervisor Griffiths and seconded by Supervisor Marcellin to:

A) Declare the ATVs listed in Attachment 1 as surplus;
B) Authorize the Agricultural Commissioner's Office to offer the ATVs for sale utilizing the Public Surplus auction site;
C) Authorize the Agricultural Commissioner's Office to utilize either the previously approved consignment auction agreement with Enterprise Fleet Management or another auctioneer for the removal and sale of vehicle Public Surplus process; and
D) Authorize the Agricultural Commissioner's Office to dispose of assets unable to sell as scrap.

Motion carried unanimously.

Clerk of the Board – Approval of Minutes

Moved by Supervisor Griffiths and seconded by Supervisor Marcellin to approve the minutes from the regular April 14, 2026 Board of Supervisors meeting. Motion carried unanimously.

HHS-Behavioral Health – CalMHSA Agreement Amendment No. 4

Moved by Supervisor Griffiths and seconded by Supervisor Marcellin to:

A) Declare the California Mental Health Services Authority (CalMHSA) a sole-source provider of remote supervision services;
B) Approve Amendment No. 4 to the participation agreement between the County of Inyo and CalMHSA, extending the contract term to end June 30, 2027, increasing the contract by $171,990 to an amount not to exceed $300,990, and modifying the rates of services including an administrative fee of 15%, contingent upon the Board's approval of the Fiscal Year 2026-2027 Budget; and
C) Authorize the Chairperson to sign.

Motion carried unanimously.

HHS-ESAAA – FY 26-27 Area Plan Update

Moved by Supervisor Griffiths and seconded by Supervisor Marcellin to:

A) Approve the Eastern Sierra Area Agency on Aging (ESAAA) 2026-2027) Area Plan Update;
B) Set minimum percentages for the Supportive Services subcategory as recommended by the ESAAA Advisory Council at 50% for the Access category—Transportation, 10% for Legal Services, and 5% for In-Home Services; and
C) Authorize the Chairperson and HHS Director to sign the required Transmittal Letter.

Motion carried unanimously.

Planning Department – Roux Associates, Inc. Contract Amendment No. 5

Moved by Supervisor Griffiths and seconded by Supervisor Marcellin to:

A) Approve Amendment No. 5 to the contract between the County of Inyo and Roux Associates Inc. (Andy Zdon) to amend Section 2 – Term, to July 1, 2021 through June 30, 2027; Term to July 1, 2021–June 30, 2027 on Attachments A-E as applicable; and Attachment D – Insurance Requirements;
B) Find that the Approval of this Contract is exempt from CEQA under the common-sense rule (CEQA Guidelines 15061(B)(3)); and
C) Authorize the Chairperson to sign.

Motion carried unanimously.

Planning Department – Helix Environmental Planning Inc, and Bonanza Peak Solar, LLC Contract Amendments No. 1

Moved by Supervisor Griffiths and seconded by Supervisor Marcellin to:

A) Approve Amendment No. 1 to the contract between the County of Inyo and Helix Environmental Planning, Inc., extending the term to May 31, 2027 and increasing the contract amount by $10,000.00, for a total not to exceed $65,550.00, and authorize the Chairperson to sign; and
B) Approve Amendment No. 1 to the contract between the County of Inyo and Bonanza Peak Solar, LLC, increasing the deposit from $66,600.00 to $76,600.00, and authorize the Chairperson to sign.

Motion carried unanimously.

Public Works-Recycling & Waste Management – Lone Pine Cemetery Cleanup/Waiver of

Moved by Supervisor Griffiths and seconded by Supervisor Marcellin to waive the solid waste disposal and gate fees for the Lone Pine Pioneer Cemetery cleanup event, Saturday, May 9, 2026. Motion carried unanimously.

DRAFT

Fees

Public Works – 2026 Maintained Mileage Certification/ Resolution #2026-13

Moved by Supervisor Griffiths and seconded by Supervisor Marcellin to:

A) Approve Resolution No. 2026-13, titled, "Resolution of the Board of Supervisors, County of Inyo, State of California, Annual Certification of the 2026 Maintained Mileage Log," and authorize the Chairperson to sign; and

B) Authorize the Department of Public Works to file the resolution with the District 9 Office of the State of California Department of Transportation.

Motion carried unanimously.

Public Works – Caltrans Agreement/ Resolution #2026-15

The item was moved from the Consent Agenda to the Regular Agenda for further discussion. County Counsel Vallejo brought it to attention that the recommended action on the agenda should have also included accompanying Resolution No. 2026-15.

Moved by Supervisor Roeser and seconded by Supervisor Marcellin to approve the 2025-2026 Federal Apportionment Program Federal Exchange and State Match Program Agreement No. X26-5948(115) between the County of Inyo and California Department of Transportation in the amount of $673,353, plus a State match of $100,000, for a total not to exceed amount of $773,353, as well as Resolution No. 2016-15, and authorize the Chairperson to sign both. Motion carried unanimously.

Public Works – Pagenkopp Construction, Inc. Change Order No. 1

The item was moved from the Consent Agenda to the Regular Agenda for discussion. Public Works Senior Civil Engineer Marc Lucas explained that a discrepancy was discovered in the countertop trim material selected for the project and requested the Board approve Change Order No. 1 with Pagenkopp Construction Inc., to maintain design consistency in the historic courthouse building and complete the project.

Moved by Supervisor Roeser and seconded by Supervisor Griffiths to authorize the Inyo County Assistant CAO to sign Change Order No. 1 for $6,879.61 to Pagenkopp Construction, Inc. for additional scope-of-work inside the Recorder's Office for the countertop replacement project. Motion carried 4-1 with Supervisor Marcellin opposed.

CAO-Personnel – 2025 CSAC Leadership Academy Graduation Ceremony

Inyo County Assistant Personnel Director Keri Oney and California State Association of Counties Director Paul Danczyk recognized the following graduates of the 2026 Leadership Academy: Courtney Bos, Jessica Burton, Carri Coudek, Travis Dean, Cynthia Draper, Paulette Erwin, Kelsey Gonzalez, Rebecca Graves, Yolanda Haro, Darcy Israel, Allison Krohn, Gordon Moose, Caroline Nott, Carl Olsen, Griselda Ortiz, Marissa Silvas, Heather Williams, and Sarah Wilson.

Assistant Director Oney also congratulated Nathan Reade and Lisa Vetter, additional Inyo County graduates who were unable to attend the ceremony, as well as Laura Cruz and Salvador Montanez, graduates of Mono County.

CAO-Personnel – CSAC Update

California State Association of Counties (CSAC) Senior Legislative Advocate Justin Garrett thanked Supervisors Griffiths and Orrill for their leadership, then provided updates on recent advocacy efforts. He reported that CSAC representatives traveled to Washington, D.C. last week to meet with members of Congress and key administrative officials regarding major issues, including H.R. 1 (“Big Beautiful Bill”), and changes to Federal Emergency Management Agency (FEMA) reimbursement rates, both of which will have a direct impact on Inyo County. Bradley said more will be discussed at next month’s CSAC Legislative Conference.

Board of Supervisors – H.R. 1 Discussion

CSAC Senior Legislative Advocate Justin Garrett and Senior Legislative Analyst Danielle Bradley provided an overview of H.R.1, which was signed into law on July 4, 2025. They explained that the legislation significantly changes the Medicaid (Medi-Cal) and SNAP (CalFresh) Programs and shifts most of the fiscal responsibility for safety net programs from the federal government to the State. Counties could expect to face $6-9.5 billion in added costs, with the greatest impact to County Indigent Care, Public Hospital Systems, County Employment & Eligibility Operations, and County Behavioral Health. They noted that the CalFresh program will now require a county cost-sharing match tied to error rates and said that the best way to lower the likelihood of error is to have a fully staffed and trained Eligibility

workforce.

Garrett outlined anticipated funding needs for each of the impacted programs and said that the budget request developed by CSAC and member counties in its entirety will include $1.9 billion for Fiscal Year 2026-2027 and $4.5 billion for Fiscal Year 2027-2028. He said CSAC staff will continue to advocate at the legislative and administrative levels and acknowledged Inyo's contributed letter of support.

The Chairperson asked for input from HHS Director Scott, who said that the department's priority is maintaining safety-net services, but its immediate focus is training staff for H.R.1 implementation. She provided a one-page handout outlining projected impacts for FY 2027-28, including the cost of indigent care for disenrolled Medi-Cal clients ($7,590 per person) and scenarios showing impacts at 33% disenrollment (185 residents) and 100% disenrollment (561 residents) for those likely to shift to county indigent care.

Chairperson Orrill asked about which general County services could theoretically be impacted as a result of the safety net cuts. Garrett said that the cost shift will significantly affect County budgets which means reduced or complete cuts to funding for public safety, homeless services, parks, libraries and other General Fund-supported programs. Director Scott added that programs such as the Maternal Child Adolescent Health (MCAH), children's dental and specialty care, Women, Infants and Children (WIC) nutrition assistance, immunization and communicable disease clinics (Public Health), and disaster preparedness are all potentially at risk.

Chairperson Orrill asked if there was anyone from the public wishing to speak and public comment was received from Owens Valley High School/Middle School Teacher Stephanie Morse.

Public Works – Inyo County Airports Fee Structure/ Resolution #2026-14

Deputy Public Works Director of Airports Ashley Helms provided information on a proposed fuel fee structure for the Bishop and Lone Pine-Death Valley airports and noted the Northern Inyo Airport Advisory Committee's (NIAAC) request to direct the additional revenue to maintenance and eventual replacement of airport fuel trucks. Helms requested direction from the Board on whether to divert the $0.10 per-gallon fuel markup to a vehicle repair and capital replacement fund.

County Counsel Vallejo highlighted a correction needed in the final paragraph of the proposed resolution, replacing the word "ordinance" with "resolution."

Chairperson Orrill opened the public hearing at 12:00 p.m. and with no one wishing to provide public comment, closed the public hearing at 12:00 p.m.

The Board discussed potential discounts and fees, agreeing that current fuel prices in Inyo remain competitive, but also taking into consideration that this may change. The Board accepted the NIAAC's request and added the following clause, under subsection D of Resolution #2026-14:

"For every gallon of full-service fuel sold at Inyo County airports, $.10 per gallon shall be placed in a fuel vehicle repair/replacement fund. Funds may be withdrawn from this fund to cover engine or fuel delivery system repairs or upgrades; tire and fuel hose replacement; the purchase of used vehicles; or loan payments for new vehicles."

Moved by Supervisor Marcellin and seconded by Supervisor Griffiths to approve Resolution No. 2026-14, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Establishing Guidelines for Setting Airport Fuel Prices," with the discussed correction and added language, and authorize the Chairperson to sign. Motion carried unanimously.

Planning Department – Precision Civil Engineering Contract Amendment No. 1

Moved by Supervisor Marcellin and seconded by Supervisor Wadelton to ratify and approve contract Amendment No. 1 with Precision Civil Engineering to extend the time of the contract from November 5, 2024 to December 31, 2026, contingent upon the Board's approval of the Fiscal Year 2026-2027 Budget, and authorize the Chairperson to sign. Motion carried unanimously.

HHS-Behavioral Health – Kings View Agreement Amendment No. 1

Moved by Supervisor Griffiths and seconded by Supervisor Wadelton to ratify and approve Amendment No. 1 to the contract between the County of Inyo and Kings View Professional Services of Fresno, CA, for the provision of Electronic Health Record Information System and All Pay Sources Billing Services, increasing the contract amount by $44,149 to an amount not to exceed $1,239,893 for the term July 1, 2024 to June 30, 2027, contingent upon the Board's approval of the Fiscal Year 2026-2027 Budget, and authorize the Chairperson to sign. Motion carried unanimously.

CAO-Personnel – ICDSA Side Letter

Moved by Supervisor Griffiths and seconded by Supervisor Marcellin to approve the side letter between the County of Inyo and the Inyo County Deputy Sheriff's Association and authorize the Chairperson to sign. Motion carried unanimously.

Board Member Reports

County Counsel Vallejo reported receiving a letter from the Owens Valley Groundwater Authority (OVGA) which proposes the purchase of Little Lake Ranch surface water rights and said the Board will review the matter at a future meeting. He also noted a smooth start to the season for fishing opener, with continued Golden Mussel prevention efforts, the launch of WID.com for anglers, and a Forest Service grant available for the support of decontamination stations.

Supervisor Marcellin said he attended the Bishop Paiute Tribe Earth Day celebration and visited the Local Transportation Commission (LTC) booth, the Mule Days fundraiser barbecue, a Crystal Geyser plant tour, a Southern Inyo Airport Advisory Committee (SIAAC) meeting, the Annual Manzanar Pilgrimage, the Fishmas Eve Party and Media Reception, and the Bishop Chamber Mixer and Farm Tour at Blue Heron Farm.

Supervisor Wadelton said he attended a Behavioral Health Advisory Committee meeting, two separate Earth Day celebrations in Bishop and Lone Pine, the Inyo Associates and SIAAC meetings; toured the Crystal Geyser Plant; and attended the Lone Pine Fishing Derby and the Judge candidates forum.

Supervisor Griffiths said he attended the Middle Mile Connected Light-Up Event hosted by the Bishop Paiute Tribe and the Bishop City Council meeting, met with Los Angeles Department of Water & Power (LADWP) senior staff, volunteered at the Bishop First United Methodist Church Soup kitchen, and traveled to Washington, D.C. with CSAC for a Congressional delegation luncheon and meetings with the White House, Intergovernmental Affairs (IGA), the United States Department of Agriculture (USDA), Health & Human Services (HHS), the Center for Medicare and Medicaid Studies (CMS), and the Senate Banking Committee (SSBK). He said he also attended a CSAC Board retreat with Supervisor Orrill, an Earth Day celebration, and a Juvenile Justice Coordinating Committee meeting.

Supervisor Orrill said that she attended the Fishmas Media Reception and meetings of the Eastern Sierra Transportation Authority (ESTA) and the Eastern Sierra Council of Governments (ESCOG).

Assistant Clerk of the Board Israel reported that the recruitment for the Behavioral Health Advisory Board vacancy is complete and that one letter of interest was received.

Recess/Reconvene

Chairperson Orrill recessed the regular meeting of the Board of Supervisors for a break at 12:40 p.m. and reconvened the meeting at 2:02 p.m. with all Board members present.

Water Department – 2026-2027 LADWP Annual Operations Plan Presentation and Workshop

Water Director Dr. Holly Alpert provided an overview of the draft 2026-2027 Los Angeles Department of Water and Power's Annual Operations Plan and highlighted LADWP's proposed groundwater pumping range of 54,310-81,360 acre-feet, as well as the Water Department's recommended response (due within 10 days of receipt) of a minimum pumping amount of 51,460 acre-feet. Additionally, Dr. Alpert proposed pumping amounts below the LADWP's proposed minimum for three wellfields: Laws at 6,000 acre-feet, Taboose-Aberdeen at 4,000 acre-feet, and Symmes-Shepherd at 2,600 acre-feet.

Assistant Clerk of the Board Israel noted that twelve written public comments were received and will be included in the official meeting record. Oral comments were received from Lauren

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Rose, Environmental Director for Big Pine Tribe Sally Manning, and Randy Short.

Board members received input from Water Commission Chairperson Paul Huette and commissioners Terry Red Owl, Randy Keller, Vikki Glinski, and Matt Kingsley. Chairperson Huette and the Commission has proposed a total pumping amount of 46,540 acre-feet and requested reduced pumping in two wellfields: Taboose-Aberdeen to 480 acre-feet and Symmes-Shepherd to 1,200 acre-feet, enough for in-valley uses only in both locations. Additionally, Commissioners requested more information about the use of the water at the Laws wellfield to fully consider LADWP's recommended pumping amount of 6,000 acre-feet at that location.

Public comment was received from Karen Palley, Santeena Pugliese, Sierra Club Conservation Chair Lynn Boulton, Indian Wells Valley Water Commission member Neveah Burrows, Bishop Paiute Tribal member Noah Williams, Eastern Sierra Water Alliance member Nor Baskevitch, Maya (last name unknown), Edie Trimmer, Conner Everts, Sally Manning, Lone Pine Paiute-Shoshone Tribe Environmental Director Mel Joseph, and Michele McLaughin-Zamora.

Following lengthy discussion, three out of five of the Board members landed in favor of the Water Commission's recommended numbers and the following decision was made: Keep all of the LADWP recommended pumping numbers including the Laws wellfield amount of 6,000 acre-feet but change the amount of acre-feet of pumping at Taboose-Aberdeen to 480 acre-feet and Symmes Shepherds to 1,200 acre-feet, making the total requested pumping amount of 46,540 acre-feet.

Recess/Reconvene

Chairperson Orrill recessed the regular meeting of the Board of Supervisors for a break at 3:39 p.m. and reconvened the meeting at 3:45 p.m. with all Board members present.

Inyo County Water Commission Presentation

Water Commission Chairperson Paul Huette provided an overview of the March 15 Commission meeting and noted that, based on the public input received at the meeting, the Commission is requesting the following actions:

1) Direct the Inyo County Water Department to prepare a priority list of vegetation parcels that fall below baseline cover, and/or conduct further analysis of below-baseline numbers.
2) Request that LADWP provide detailed reasoning behind its proposed numbers at each wellfield in the Plan.
3) Request the Board ask LADWP to add an agenda item to the Standing Committee meeting agenda to resume meeting discussions among the Technical Group regarding the "On-Off" program.

Concerns were raised about parcels that remain below baseline vegetation levels and the need for further discussion with LADWP. Commissioner Teri Red Owl said that the on/off provisions of the Long-Term Water Agreement are ineffective and contributing to the below-baseline vegetation conditions seen today.

The Board asked how the Water Department's current analysis differs from what the Commission is requesting. Water Director Dr. Holly Alpert explained the general well monitoring process and said that from what she has gathered, the Commission would like additional data gathered to include all of the wells in order to know for sure which parcels to prioritize, then bring the information back to Board with their recommendations.

Public Comment was received from Santeena Pugliesi, Lauren Rose, Sally Manning, and Lynn Boulton.

The Board provided the following directions to staff:

- Do some additional research and planning to determine the best plan for proceeding with the creation of the requested list and staffing capacity challenges.
- Request that LADWP provide detailed reasoning behind its proposed numbers at each wellfield in the Plan.
- Research what happened to the on-off program, the interim management plan, and

the cooperative study and bring the information back to Board at a future meeting with information about reviving the study.

Public Comment III The Chairperson asked if there was anyone wishing to provide public comment for subject not included on the agenda and comments were received from Santina Pugliesi and Lauren Rose.

Adjournment The Chairperson adjourned the meeting in memory of former Supervisor Jim Bilyeu and Gary McCoy at 4:45 p.m. to 8:30 a.m. Tuesday, May 12, 2026, in the County Administrative Center in Independence.

_____

Chairperson, Inyo County Board of Supervisors

Attest: *DAVID FRASER*
Clerk of the Board

by: _____
Darcy Israel, Assistant

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MINUTES

County of Inyo
Board of Supervisors

May 12, 2026

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 May 12, 2026, in the Board of Supervisors Room, County Administrative Center, Independence, with the following Supervisors present: Chairperson Trina Orrill, presiding, Will Wadelton, Jeff Griffiths, Jennifer Roeser and Scott Marcellin. Also present: CAO David Fraser, County Counsel John-Carl Vallejo, and Assistant Clerk of the Board Darcy Israel.

Public Comment I

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

Closed Session

Chairperson Orrill 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 – County Administrative Officer David Fraser, Assistant County Administrative Officer Denelle Carrington, Assistant Personnel Director Keri Oney, County Counsel John-Carl Vallejo, and Assistant County Counsel Christy Milovich; No. 3 **Conference with Legal Counsel – Existing Litigation – Pursuant to Government Code §54956.9(d)(1) –** Name of case: *Inyo v. Wolverine/Inyo, LLC et. al.* (Case No. 23UC70164); No. 4 **Conference with Legal Counsel – Existing Litigation – Pursuant to Government Code §54956.9 –** Name of case: *Matthew Blankers v. Inyo County, Shaw HR Consulting, Inc. and Does 1-25 Inclusive* (Case No. 1:25-cv-01005-JLT-CDB); No. 5 **Public Employment – Pursuant to Government Code §54957 –** Title: County Administrator; and No. 6 **Public Employee Performance Evaluation – Pursuant to Government Code §54957 –** Title: County Administrator.

Open Session

Chairperson Orrill recessed closed session and reconvened the meeting in open session at 10:11 a.m. with all Board members present.

Pledge of Allegiance

Northern Inyo Hospital CEO Dr. Christian Wallis led the Pledge of Allegiance.

Report on Closed Session

County Counsel Vallejo reported that the Board met and took staff reports and that there is nothing to report as required by law. He said that the Board would return to closed session later in the meeting.

Introductions

The following new employees were introduced to Board:

- District Attorney: District Attorney Deputy IV Meredith Stevenson
- Probation: Rehabilitation Specialist Jennifer Schindler
- Sheriff: Deputy James Clark and Deputy Raphael Goorevitch.

Public Comment II

The Chairperson asked for public comment related to items not calendared on the agenda and public comment was received from Lauralyn Hundley, Cassidy Moyer, Marilyn Mann, Gina Martinez, Ua Lugo, and Matthew Paruolo.

Board Member Reports

Supervisor Marcellin said he attended meetings of the Great Basin Unified Air Pollution Control District (GBUAPCD), the Northern Inyo Airport Advisory Committee (NIAAC), and a California State Association of Counties (CSAC) class on Senate Bill 827. He said he will be attending upcoming meetings of the Local Agency Formation Commission (LAFCo) and the Bishop Tribal Council.

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Supervisor Roeser said she met with constituents, attended the National Public Lands Advisory Committee at the Western Interstate Region (WIR) meeting, met with Assistant Sheriff Bachman, and attended the Buttermilk Partners Working Group regarding the Climbing Ranger Program. She also noted that she has upcoming Mule Days events.

Supervisor Wadelton said he assisted with an aid station for the annual Wild West Marathon in Lone Pine and attended the GBUAPCD meeting. He said that he has an upcoming Behavioral Health Advisory Committee (BHAC) meeting and the Olancha-Cartago Safety Days event and informed the Board that he will briefly step away from today's Board meeting to speak at the Caltrans annual Road Workers Memorial but will return afterward.

Supervisor Griffiths said he attended a Bishop City Council meeting and an Eastern Sierra Transportation Authority (ESTA) meeting.

Supervisor Orrill said she attended meetings of the NIAAC, the Government Coalition out of San Jose, ESTA, and the Bishop City Council, as well as the Judges Candiate Forum. She also announced that she will be hosting a community workshop tomorrow at the Quilter Consolidated Office Building tomorrow night.

Attendance Change

Supervisor Wadelton excused himself from the meeting at 10:52 a.m. to attend the Caltrans Road Worker Memorial ceremony.

County Department Reports

HHS Director Anna Scott announced that May is Mental Health Awareness Month and highlighted the completion of the Progress House Kitchen and Laundry Room Remodel Project. She shared before and after photos of the improvements and thanked the Board, Public Works, and Engineering Assistant Cherish Hegi for assistance in bringing the project to completion.

Environmental Health Director Jerry Oser provided the Board with an update on the Microenterprise Home Kitchen Operation (MEHKO) bill, noting that it has died. He also shared details about an upcoming collaborative community event with Inyo and Mono counties, and the California Department of Public Health (CDPH) to collect tick specimens for testing. Director Oser also provided an informational update on hantavirus.

CAO-Risk Management – PRISM Joint Powers Agreement Amendment and Resolution #2026-16

Moved by Supervisor Roeser and seconded by Supervisor Marcellin to approve and authorize the Chairperson to sign proposed Resolution No. 2026-16, which approves the amendment to the Public Risk Innovation, Solutions, and Management ("PRISM") Joint Powers Authority (JPA) agreement and authorizes the Chairperson to execute the amended agreement. Motion carried 4-0 with Supervisor Wadelton absent.

HHS-First 5 – Child Abuse Prevention Council Appointments

Moved by Supervisor Roeser and seconded by Supervisor Marcellin to appoint Jeff Thomson, Darcia Blackdeer-Lent, Melissa Best-Baker, and Victoria Begay each to an unexpired two-year term on the Inyo County Child Abuse Prevention Council ending December 31, 2027. Motion carried 4-0 with Supervisor Wadelton absent.

Probation – Noble Software Group, LLC. Agreement Amendment No. 11

Moved by Supervisor Roeser and seconded by Supervisor Marcellin to approve Amendment No. 11 to the agreement between the County of Inyo and Noble Software Group, LLC of Redding, CA to extend the agreement from July 1, 2026 to June 30, 2027, July 1, 2027 to June 30, 2028, and July 1, 2028 to June 30, 2029, with the cost of $7,629.30 for the annual hosting fee (up to 19 Users) and $1,016.40 for quality assurance (IRR Site Access, 8 Users) for a total of $8,645.70 for Fiscal Year 2026-2027, $8,010.77 for the annual hosting fee (up to 19 Users) and $1,067.22 for quality assurance (IRR Site Access, 8 Users) for a total of $9,077.99 for Fiscal Year 2027-2028, $8,411.30 for the annual hosting fee (up to 19 Users) and $1,120.58 for quality assurance (IRR Site Access, 8 Users) for a total of $9,531.88 for Fiscal Year 2028-2029, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign. Motion carried 4-0 with Supervisor Wadelton absent.

Public Works – Environmental Science Associates Agreement

Moved by Supervisor Roeser and seconded by Supervisor Marcellin to approve the agreement between the County of Inyo and Environmental Science Associates of San Francisco, CA for the provision of airport environmental services in an amount not to exceed

$355,510.00 for the period of May 12, 2026 through June 30, 2028, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign. Motion carried 4-0 with Supervisor Wadelton absent.

Public Works – Eastern Sierra Engineering Agreement Amendment No. 1

Moved by Supervisor Roeser and seconded by Supervisor Marcellin to approve Amendment No.1 to the agreement between the County of Inyo and Eastern Sierra Engineering of Bishop, CA, increasing the contract by $51,700 for a total amount not to exceed $115,400, and authorize the Chairperson to sign. Motion carried 4-0 with Supervisor Wadelton absent.

Public Works – Diaz Lake Welcoming and Beautification Project N.O. C. and Resolution #2026-17

Moved by Supervisor Roeser and seconded by Supervisor Marcellin to approve Resolution No. 2026-17, titled, "A Resolution of the Board of Supervisors of the County of Inyo, State of California Authorizing the Recording of a Notice of Completion for the Diaz Lake Welcoming and Beautification Project," and authorize the Chairperson to sign. Motion carried 4-0 with Supervisor Wadelton absent.

Public Works – Cerro Gordo Road Closure

Moved by Supervisor Roeser and seconded by Supervisor Marcellin to approve the road closure of Cerro Gordo Road east of State Route 136 between the hours of 7 a.m. and 5 p.m. on May 23, 2026, to accommodate a foot race hosted by Silver Pineapple LLC. Motion carried 4-0 with Supervisor Wadelton absent.

County Counsel – Gibbs Giden Locher Turner Senet & Wittbrodt LLP Agreement Amendment No. 3

Moved by Supervisor Roeser and seconded by Supervisor Marcellin to approve Amendment No. 3 to the agreement between the County of Inyo and Gibbs Giden Locher Turner Senet & Wittbrodt LLP for legal services and authorize the Chairperson to sign. Motion carried 4-0 with Supervisor Wadelton absent.

Public Works – South Barlow Lane Bike Path - Pavement and Machine Operator

Moved by Supervisor Roeser and seconded by Supervisor Marcellin to per Inyo County's purchasing policy, find that the estimate for hiring a pavement machine and operator for the South Barlow Lane Bike Path Repavement Project is less than $25,000. Motion carried 4-0 with Supervisor Wadelton absent.

Public Works – South Barlow Lane Bike Path - Materials Testing

Moved by Supervisor Roeser and seconded by Supervisor Marcellin to per Inyo County's Purchasing Policy, find that the estimate for materials testing for the South Barlow Lane Bike Path Repavement Project is less than $25,000. Motion carried 4-0 with Supervisor Wadelton absent.

Board of Supervisors – NIH District Update

Northern Inyo Healthcare District CEO Dr. Christian Wallis provided updates and a financial report and said that recently received federal COVID-19 funds will offer temporary relief, but the district must make significant changes to create a more sustainable future.

Dr. Wallis said stabilizing hospital operations and addressing existing debt could require a temporary increase in property taxes. Additionally, he outlined long-term strategies for expanding facilities and services to generate consistent revenue. He said that strengthening partnerships and sharing resources with regional healthcare providers including Mammoth Hospital, Southern Inyo Hospital, Toiyabe Indian Health Project, and the Bishop Care Center will help to build a stronger, more collaborative healthcare network.

Attendance Change

Supervisor Wadelton returned to the meeting at 11:28 a.m.

Bishop Chamber of Commerce and Visitors Bureau Presentation

Bishop Area Chamber of Commerce and Visitors Bureau Marketing Director Julie Faber provided an overview and update on tourism-related data gathered over the last year. Faber said, thanks to $40,000 in County grant funding for marketing, the Chamber was able to build effective advertising campaigns for regional air service and fall colors, and attend travel and adventure shows to further promote the region.

CAO-Personnel –

Moved by Supervisor Roeser and seconded by Supervisor Marcellin to:

Deputy County Counsel Personal Services Contract and Resolution #2026-18

A) Approve the contract between the County of Inyo and Eric Chilton for the provision of personal services as the Deputy County Counsel III at Grade 21, Step C, $10,426.80 per month effective, May 13, 2026, and authorize the Chairperson to sign; and
B) Approve Resolution No. 2026-18 titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Rescinding and Replacing Resolution 2026-06 and Setting Salary and/or Terms and Conditions of Employment for Management Employees Employed in the Several Offices or Institutions of the County of Inyo," and authorize the Chairperson to sign.

Motion carried unanimously.

Recess/Reconvene

Chairperson Orrill recessed the regular meeting of the Board of Supervisors for a break at 12:14 p.m. and reconvened the meeting at 12:50 p.m. with all Board members present.

Probation – Mobile Unit Van Purchase

Probation Chief Jeff Thomson noted for the record that the original funding request did not include the required taxes and fees and provided the Board with updated documentation reflecting the corrected total.

Moved by Supervisor Marcellin and seconded by Supervisor Wadelton to:

A) Declare La Mesa RV of West Sacramento, CA the successful bidder for the procurement of a Ford Transit AWD 350HD van; and
B) Authorize the purchase of one Ford Transit AWD 350HD van from La Mesa RV of West Sacramento, CA, at an amount not to exceed $142,652.01.

Motion carried unanimously.

Public Works-Parks & Recreation – Program Update

Parks Manager Daniel Briceño briefed the Board on the past year's park and campground upgrades, sharing before and after photos of facilities throughout the county. Briceño said that he and Deputy CAO Meaghan McCamman are still working to update the Parks Plan. Supervisors requested its completion prior to budget time and thanked staff for the excellent work performed.

HHS – James Richardson M.D. Agreement

Moved by Supervisor Marcellin and seconded by Supervisor Wadelton to:

A) Declare James Richardson, M.D. a sole-source provider of Health Officer and Jail Medical Director services;
B) Approve the agreement between the County of Inyo and James Richardson, M.D. of Bishop, CA for the provision of Personal Services as Inyo County Health Officer/Jail Medical Director in an amount not to exceed a base salary of $205,000 for the period of July 1, 2026 through June 30, 2027, contingent upon the Board's approval of the Fiscal Year 2026-2027 Budget; and
C) Authorize the Chairperson to sign.

Motion carried unanimously.

Public Comment III

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

Recess/Reconvene

Chairperson Orrill recessed the regular meeting of the Board of Supervisors to return to closed session at 1:31 p.m. and reconvened the meeting at 2:54 p.m. with all Board members present.

Report on Closed Session

County Counsel Vallejo reported that there was no action taken during closed session that is required to be reported

Adjournment

The meeting was adjourned at 2:54 p.m. to 8:30 a.m. Tuesday, May 26, 2026, in the County Administrative Center in Independence.

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Chairperson, Inyo County Board of Supervisors

Attest: *DAVID FRASER*
Clerk of the Board

by: _____
Darcy Israel, Assistant

DRAFT

INYO COUNTY BOARD OF SUPERVISORS

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

DAVID FRASER
County Administrative Officer

DARCY ISRAEL
Asst. Clerk of the Board

AGENDA ITEM REQUEST FORM

May 26, 2026

Reference ID: 2026-334

Resolution Designating Inyo Council for the Arts as a California Arts Council Partner to Inyo County

Community Organization

ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Clerk of the Board	Assistant Clerk of the Board

RECOMMENDED ACTION:

Approve Resolution No. 2026-19, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California Designating Inyo Council for the Arts as a California Arts Council Partner to Inyo County," and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

Inyo Council for the Arts (ICA) continues to receive funding from the California Arts Council (CAC) for a variety of programs and services in Inyo County.

As a formality, the CAC requires that the Inyo County Board of Supervisors pass a resolution designating Inyo Council for the Arts as a county partner to the California Arts Council for the State and Local Partners grant. Dates covered by this resolution/grant are October 1, 2026 through September 20, 2028.

The Board of Supervisors has been granting this request for approximately the last 15 years, however this is the first year that ICA has requested the resolution cover two years.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board can decline to grant the request, or modify the resolution to include a single year instead of two.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Economic Enhancement I Local Businesses, Organizations, and Workforce

APPROVALS:

Darcy Israel	Created/Initiated - 05/13/2026
Darcy Israel	Approved - 05/13/2026
John Vallejo	Approved - 05/14/2026
Denelle Carrington	Final Approval - 05/14/2026

ATTACHMENTS:

1. Resolution - Inyo Council for the Arts

RESOLUTION NO. 2026-

A Resolution of the Board of Supervisors, County of Inyo, State of California Designating Inyo Council for the Arts as a California Arts Council Partner to Inyo County

Whereas, The California Arts Council and the California State Legislature have established a State-Local Partnership Program designed to encourage local cultural tourism, arts education and awareness, and to reach previously underserved constituents; and

Whereas, in Inyo County the Inyo Council for the Arts has been the organization which has been designated to administer program funds; and

Whereas, the California Arts Council has requested that Inyo Council for the Arts again be designated a State Council partner to Inyo County; and

Now, therefore, be it resolved, that the Inyo County Board of Supervisors designates the Inyo Council for the Arts as a partner to the California Arts Council for the grant period of October 1, 2026 through September 30, 2028.

Passed and Adopted by the Inyo County Board of Supervisors this 26th day of May 2026 by the following vote of the Board of Supervisors:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____

Chairperson, Inyo County Board of Supervisors

Attest: David Fraser,
Clerk of the Board

By:_____
Assistant Clerk of the Board

INYO COUNTY BOARD OF SUPERVISORS

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

DAVID FRASER
County Administrative Officer

DARCY ISRAEL
Asst. Clerk of the Board

AGENDA ITEM REQUEST FORM

May 26, 2026

Reference ID: 2026-291

Emergency Medical Services Cost Sharing Agreement Amendment No. 3

County Administrator

ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Meaghan McCamman, Deputy County Administrator	Anna Scott, Health & Human Services Director

RECOMMENDED ACTION:

Approve Amendment No. 3 to the agreement among the County of Inyo, the Bishop Paiute Tribe, and the City of Bishop to continue cost-sharing the financial support necessary to maintain uninterrupted 911 Emergency Medical Services within the Bishop Operating Area for the period beginning July 1, 2026 and ending June 30, 2027, or until a long-term EMS contract is awarded, whichever occurs first, contingent upon the Board's approval of the Fiscal Year 2026-2027 Budget.

BACKGROUND / SUMMARY / JUSTIFICATION:

In 2023, Inyo County and the Inland Counties Emergency Medical Agency (ICEMA) received a contract termination notice from the Bishop area's long-time Emergency Medical Services (EMS) provider, which had been delivering Advanced Life Support (ALS) services under an Exclusive Operating Area (EOA) contract since 1989. Following this notice, Inyo County and the City of Bishop began working collaboratively to ensure uninterrupted EMS coverage for the greater Bishop area.

The Inyo County Health and Human Services Department conducted a competitive Request for Proposals (RFP) process and selected Cal-Ore Life Flight LLC (dba REACH/Sierra Life Flight) as the interim EMS provider. The County entered into a contract with Cal-Ore on July 23, 2023. To support the continuity of these essential services, Inyo County, the Bishop Paiute Tribe, and the City of Bishop agreed to share the monthly subsidy cost of $21,196, which has enabled uninterrupted ALS operations since that time.

All three agencies understood that this cost-sharing arrangement was an interim measure designed to maintain EMS coverage while the County, Tribe, and City worked together on the longer-term solution of reestablishing a long term EMS services agreement. On January 30, 2026, Health and Human Services released an RFP for a new EMS provider and has since been engaged in the final stages of evaluating submitted proposals. It is anticipated that a contract will be awarded in the coming months. However, due to state-level regulatory and review requirements—over which local agencies have no control—the contracting timeline may extend beyond the expiration of the current agreement.

This possibility necessitates approval of a new amendment to ensure the continued provision of EMS services until the new long term EMS services agreement is fully executed. Although this amendment

extends the existing cost sharing agreement through June 30, 2027, staff does not expect the contracting process to take that full length of time. The extended date simply provides adequate flexibility should the state review process take longer than anticipated.

FISCAL IMPACT:

Funding Source	General Fund	**Budget Unit**	011404
Budgeted?	It will be budgeted in the Preliminary Budget and the Requested Budget	**Object Code**	5265
Recurrence	Ongoing Expenditure	**Sole Source?**	No

If Sole Source, provide justification below

Current Fiscal Year Impact
N/A
Future Fiscal Year Impacts
This cost-sharing agreement will split the cost of EMS services for the Bishop area between the County, the City of Bishop, and the Bishop Paiute Tribe. Under this agreement, the County's share of cost will be a maximum of $141,181.
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve this Cost Sharing Agreement or could direct staff to pursue modifications. This is not recommended. The proposed amendment reflects the previously negotiated terms and does not alter the existing payment structure. The changes included in this amendment are limited to updated dates and the addition of language acknowledging the anticipated award of a long term EMS services agreement prior to the expiration of this amendment. Once a long term EMS services agreement is awarded, additional adjustments to cost-sharing obligations will be required and will need to be negotiated at that time. Declining to approve the amendment now would interrupt the continuity of the existing agreement and delay preparations for the transition to a long term EMS services agreement.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities I Enhanced Health, Social, & Senior Services
High-Quality Services I Public Safety and Emergency Response

APPROVALS:

Meaghan McCamman	Created/Initiated - 05/06/2026
Anna Scott	Approved - 05/06/2026
Darcy Israel	Approved - 05/07/2026
Amy Shepherd	Approved - 05/14/2026
Meaghan McCamman	Approved - 05/14/2026
John Vallejo	Approved - 05/14/2026
Denelle Carrington	Approved - 05/15/2026
Amy Shepherd	Approved - 05/18/2026
Denelle Carrington	Final Approval - 05/18/2026

ATTACHMENTS:

1. Amendment No. 3
2. Amendment No. 2

AMENDMENT NUMBER ___3___ TO
AGREEMENT BETWEEN THE COUNTY OF INYO
THE BISHOP PAIUTE TRIBE, AND CITY OF BISHOP
FOR THE PROVISION OF EMERGENCY MEDICAL SERVICES COST SHARING

WHEREAS, the County of Inyo (hereinafter referred to as "County") the Bishop Paiute Tribe, and City of Bishop (hereinafter referred to as "Parties"), have entered into an Agreement for the Provision of Emergency Medical Services Cost Sharing dated November 7, 2023, for the term from July 1, 2023 to December 31, 2024.

WHEREAS, the Parties previously amended the Agreement to extend the term and additional cost sharing provided for in the original Agreement through June 30, 2025; and then again through June 30, 2026; and

WHEREAS, the Parties 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; and

WHEREAS, the County anticipates awarding a contract for an Exclusive Operating Area (EOA) for emergency medical services prior to the expiration of this Amendment, and the Parties acknowledge that such award will necessitate modification of this cost-sharing arrangement.

The Parties hereby amend such Agreement as follows:

1. Paragraph 2.f shall be added to the Agreement as follows:

   "f. Shared Costs Beginning 07/01/2026. The County of Inyo will incur additional EMS services costs for the greater Bishop, CA beginning July 1, 2026, for a maximum amount of two hundred and fifty-four thousand and twenty-eight dollars ($254,028), through June 30, 2027.

   i. County of Inyo. The County shall contribute a maximum of one hundred and forty-one thousand, one hundred and eighty-one dollars ($141,181) toward the cost of the EMS Agreement for this period.

   ii. City of Bishop. The City shall contribute a maximum of seventy-five thousand and one hundred and seventy-two dollars ($75,172) toward the cost the EMS Agreement for this period.

   iii. Bishop Paiute Tribe. The Tribe shall contribute a maximum of thirty-seven thousand, six hundred and seventy-four dollars ($37,674) toward the cost of the EMS Agreement for this period.

COST SHARING METHODOLOGY

Entity	Geography	Population Total	Population %	County Share
City of Bishop	City Limits	3,831	29.59%	$ 75,172
Bishop Paiute Reservation	Tribal Boundary	1,920	14.83%	$ 37,674
Inyo County	Surrounding Greater Bishop Area	7,195	55.58%	$ 141,181
Total		**12,946**		**$ 254,028**

2. Paragraph 3.d of the Agreement shall be added as follows:

"3.d. **Renegotiation upon award of new Exclusive Operating Area Agreement.** The Parties recognize that the anticipated award of an EOA agreement prior to the expiration of this Agreement will likely require further modification of the cost-sharing obligations, and the Parties agree to negotiate such modifications in good faith upon award of an EOA agreement.

All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS ___ DAY OF ___, 2026

COUNTY OF INYO

By: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

BISHOP PAIUTE TRIBE

By: _____
Signature

Dated: 4-28-2026

Emma Williams, Chairperson
Type or Print

CITY OF BISHOP

By: _____
Signature

Dated: 05/13/2026

Pam Foster
Type or Print

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a regular meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 24th day of June 2025 an order was duly made and entered as follows:

CAO – Amendment No. 2 to EMS Cost-Sharing Agreement

CAO Greenberg provided an update on EMS developments in the Bishop area, noting that Sierra Life Flight has been delivering services without a formal Exclusive Operating Area while the County awaits approval of a Request for Proposal (RFP) from the Inland Counties Emergency Medical Agency (ICEMA), the regional EMS authority. He explained that continuity of 911 services has been maintained through a cost-sharing agreement between the County, the City of Bishop, and the Bishop Paiute Tribe. With the agreement set to expire on June 30, 2025, and the RFP process experiencing delays, Greenberg, out of an abundance of caution, requested Board approval to extend the agreement for an additional year.

Greenberg stated that the final RFP is expected to be completed by July, after which it will undergo a new review by ICEMA. Pending approval, the RFP will be released to potential ambulance service providers interested in operating within the Exclusive Operating Area. He also responded to questions from Board members.

Supervisor Roeser requested that the CAO review the status of payment contributions previously approved by the Board for remaining EMS and fire service volunteers/departments countywide. She also asked for a reassessment of the price-per-call data for each department, along with verification of the previously agreed-upon floor ($15,000) and cap ($35,000) amounts.

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to approve the agreement between County of Inyo, City of Bishop, and Bishop Paiute Tribe for purpose of cost sharing of the financial support for continuity of 911 Emergency Medical Services in the Bishop Operating Area for the period between July 1, 2025 and June 30, 2026. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 24th Day of June, 2025

NATHAN GREENBERG
Clerk of the Board of Supervisors

By: _____

Routing
CC *Purchasing* *Personnel* *Auditor* *CAO* *Other:* *DATE: June 26, 2025*

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

AGENDA ITEM REQUEST FORM

June 24, 2025

Reference ID:
2025-446

Amendment No. 2 to the Cost Sharing Agreement for the Provision of 911 Ambulance Services in the Greater Bishop Operating Area

County Administrator

ACTION REQUIRED

ITEM SUBMITTED BY
Nate Greenberg, County Administrative Officer

ITEM PRESENTED BY
Nate Greenberg, County Administrative Officer

RECOMMENDED ACTION:
Approve agreement between County of Inyo, City of Bishop, and Bishop Paiute Tribe for purpose of cost sharing of the financial support for continuity of 911 Emergency Medical Services in the Bishop Operating Area for the period between July 1, 2025 and June 30, 2026.

BACKGROUND / SUMMARY / JUSTIFICATION:
Access to effective and reliable Emergency Medical Services (EMS) is a Strategic Priority in the 2024 Inyo County Strategic Plan, has been a topic of concern for many years, and relatively recent developments established EMS as a local matter of critical concern.

The majority of the County relies on volunteer Emergency Medical Technicians (EMTs), working under local fire departments, to deliver Basic Life Support (BLS) service. In the greater Bishop area, a private ambulance company has delivered these services for the last several decades, with Symons Ambulance providing Advanced Life Support (ALS) service since 1989 under an Exclusive Operating Area (EOA) contract.

On January 22, 2023, Inyo County and the Inland Counties Emergency Management Agency (ICEMA - who regulates EMS services throughout Inyo County) received a contract termination notice from Symons Ambulance indicating that they would be ending service in 90 days - April 22, 2023. Since that time, Inyo County and the City of Bishop have been working collaboratively to ensure the continuity of EMS service in the greater Bishop area.

Inyo County Department of Health & Human Services (HHS) released a Request for Proposals (RFP) for Interim 911 EMS Ambulance Service on March 10, 2023. After reviewing the two valid responses received, on March 28, 2023, the County and City decided to award a contract to Coast 2 Coast Public Safety (C2CPS). After a brief period of performance, C2CPS exited the Bishop Operating Area, requiring the County to effectively restart the above-stated process to retain a new provider.

After a competitive RFP process, Cal-Ore Life Flight LLC (DBA REACH/Sierra Life Flight) was selected as the new provider and a contract was entered into on July 23, 2023. In support of this service, Inyo

County, the Bishop Paiute Tribe, and City of Bishop jointly agreed to share the cost of the $21,196 per month subsidy for this service, which has been operating successfully since that time.

The County, Tribe, and City all recognize this agreement as an interim step, effectively providing a bridge of time during which the agencies could work collectively to develop and release a RFP to reestablish the Exclusive Operating Area (EOA) as a long term solution. In parallel, the County has been working with Emergency Systems Consulting Inc. to study and provide recommendations to stabilize and improve EMS countywide. Unfortunately, more time is needed to effectuate either endeavor, which this agenda item intends to support.

It is worth noting that the County and City have been working collaboratively over the last year to further study the market and operating conditions in order to inform and create an effective EOA RFP. While the parties considered implementing an Alliance Model of contracting (with the City of Bishop serving as the responsible agency), the parties ultimately decided to work in partnership on the RFP process. It is anticipated that this process may be concluded near the end of 2025, though certain elements are out of the agency's control and depend on engagement from the State Emergency Medical Services Agency.

FISCAL IMPACT:

Funding Source	General Fund	**Budget Unit**	011404 and 087100
Budgeted?	Yes	**Object Code**	Various
Recurrence	Ongoing	**Sole Source?**	Yes

If Sole Source, provide justification below

Current Fiscal Year Impact

N/A

Future Fiscal Year Impacts

This item approves a cost-sharing agreement which will allow the County to realize up to $112,846 in revenue. This will be matched with $141,181 of County dollars to support the 911 ambulance service subsidy for the Bishop Operating Area.

Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve the Cost Sharing Agreement, or suggest modifications to it. This is not recommended as the agreement is an amendment to the existing and previously negotiated agreement without any changes to terms (other than dates). Without this agreement, Inyo County would not receive any revenue to offset the cost of the REACH subsidy during the period of this agreement. Further, any changes to this agreement would require secondary approvals by the other governing bodies, for which there may not be adequate time to obtain.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Bishop Paiute Tribe; City of Bishop

STRATEGIC PLAN ALIGNMENT:

High Quality Services I Public Safety and Emergency Response

APPROVALS:

Nate Greenberg	Created/Initiated - 6/13/2025
Darcy Israel	Approved - 6/16/2025
Keri Oney	Approved - 6/16/2025
John Vallejo	Approved - 6/16/2025

Amy Shepherd
Nate Greenberg

Approved - 6/16/2025
Final Approval - 6/17/2025

ATTACHMENTS:

1. Cost Share Agreement - 2nd Amendment
2. Cost Share Agreement - 1st Amendment
3. Cost Share Agreement

AMENDMENT NUMBER __2__ TO
AGREEMENT BETWEEN THE COUNTY OF INYO
THE BISHOP PAIUTE TRIBE, AND CITY OF BISHOP
FOR THE PROVISION OF EMERGENCY MEDICAL SERVICES COST SHARING

WHEREAS, the County of Inyo (hereinafter referred to as "County") the Bishop Paiute Tribe, and City of Bishop (hereinafter referred to as "Parties"), have entered into an Agreement for the Provision of Emergency Medical Services Cost Sharing dated November 7, 2023, for the term from July 1, 2023 to December 31, 2024.

WHEREAS, the Parties previously amended the Agreement to extend the term and additional cost sharing provided for in the original Agreement through June 30, 2025; and

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

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

County and Contractor hereby amend such Agreement as follows:

1. Paragraph 2.e shall be added to the Agreement as follows:

"e. Shared Costs Beginning 07/01/2025. The County of Inyo will incur additional EMS services costs for the greater Bishop, CA beginning July 1, 2025, for a maximum amount of two hundred and fifty-four thousand and twenty-eight dollars ($254,028), through June 30, 2026.

i. County of Inyo. The County shall contribute a maximum of one hundred and forty-one thousand, one hundred and eighty-one dollars ($141,181) toward the cost of the EMS Agreement for this period.

ii. City of Bishop. The City shall contribute a maximum of seventy five thousand and one hundred and seventy-two dollars ($75,172) toward the cost the EMS Agreement for this period.

iii. Bishop Paiute Tribe. The Tribe shall contribute a maximum of thirty seven thousand, six hundred and seventy-four dollars ($37,674) toward the cost of the EMS Agreement for this period.

COST SHARING METHODOLOGY

Entity	Geography	Population Total	Population %		County Share
City of Bishop	City Limits	3,831	29.59%	$	75,172
Bishop Paiute Reservation	Tribal Boundary	1,920	14.83%	$	37,674
Inyo County	Surrounding Greater Bishop Area	7,195	55.58%	$	141,181
Total		**12,946**		$	254,028

2. Paragraph 3.b of the Agreement shall be amended by adding the following sentence to the end of the paragraph previously amended by Amendment 1 to the Agreement:

"Should the cost of EMS Services provided for in the second amendment to the agreement, including the cost of the EMS Agreement, ultimately be less than the anticipated $254,028, due to an earlier entry into the EMS

Agreement, an early termination of the EMS Agreement, or otherwise, the cost share of each Party to this Agreement shall be reduced proportionately."

All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS 24th DAY OF June, 2025

COUNTY OF INYO

By: _____

Dated: 06/24/2025

BISHOP PAIUTE TRIBE

By: _____
Signature

_____
Type or Print

Dated: _____

CITY OF BISHOP

By: Deston Dishion
Signature

Deston_Dishion
Type or Print

Dated: 06/12/25

APPROVED AS TO FORM AND LEGALITY:

John Carl Vallejo
County Counsel

Agreement, an early termination of the EMS Agreement, or otherwise, the cost share of each Party to this Agreement shall be reduced proportionately."

All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS ___ DAY OF June, 2025

COUNTY OF INYO

By: _____

Dated: _____

BISHOP PAIUTE TRIBE

By: _____
Signature

Steven Orihuela
Type or Print

Dated: 6/2/25

CITY OF BISHOP

By: _____
Signature

_____
Type or Print

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

AMENDMENT NUMBER ___1____ TO
AGREEMENT BETWEEN THE COUNTY OF INYO
THE BISHOP PAIUTE TRIBE, AND CITY OF BISHOP
FOR THE PROVISION OF EMERGENCY MEDICAL SERVICES COST SHARING

WHEREAS, the County of Inyo (hereinafter referred to as "County") the Bishop Paiute Tribe, and City of Bishop (hereinafter referred to as "Parties"), have entered into an Agreement for the Provision of Emergency Medical Services Cost Sharing dated November 7, 2023, on County of Inyo Standard Contract No. _____, for the term from July 1, 2023 to December 31, 2024.

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

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

County and Contractor hereby amend such Agreement as follows:

1. Paragraph 2.d shall be added to the Agreement as follows:

"d. Shared Costs Beginning 01/01/2025. The County of Inyo will incur additional EMS services costs for the greater Bishop, CA beginning January 1, 2025, for a maximum amount of one hundred twenty-seven thousand and fourteen dollars ($127,014), through June 30, 2025.

i. County of Inyo. The County shall contribute a maximum of seventy thousand five hundred ninety dollars ($70,590) to EMS services from January 1, 2025, through June 30, 2025, toward the cost of the EMS Agreement.

ii. City of Bishop. The City shall contribute a maximum of thirty-seven thousand five hundred eighty-six dollars ($37,586) toward the cost the EMS Agreement.

iii. Bishop Paiute Tribe. The Tribe shall contribute a maximum of eighteen thousand eight hundred and thirty-seven dollars ($18,837) toward the cost of the EMS Agreement.

COST SHARING METHODOLOGY

Entity	Population Total	Population %	Thru. 12/31/24	1/1/25 - 6/30/25
City of Bishop	3,831	29.59%	$ 102,151	$ 37,586
Bishop Paiute Reservation	1,920	14.83%	$ 51,196	$ 18,837
County of Inyo	7,195	55.58%	$ 191,850	$ 70,590
Total	**12,946**		**$ 345,197**	**$ 127,014**

"

2. Paragraph 3.b of the Agreement shall be amended by adding the following sentence to the end of the paragraph:

"Should the cost of EMS Services provided for in the first amendment to the agreement, including the cost of the EMS Agreement, ultimately be less than the anticipated $127,014, due to a later entry into the EMS Agreement, an early termination of the EMS Agreement, or otherwise, the cost share of each Party to this Agreement shall be reduced proportionately."

All other terms and conditions of the Agreement shall remain in full force and effect.

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

COUNTY OF INYO

By: _____

Dated: 12/03/2024

BISHOP PAIUTE TRIBE

By: Joseph Byrd
Joseph Byrd (Nov 15, 2024 09:36 PST)
Signature

Joseph Byrd
Type or Print

Dated: 11/15/2024

CITY OF BISHOP

By: Deston Dishion
Deston Dishion (Nov 15, 2024 08:13 PST)
Signature

Deston Dishion
Type or Print

Dated: 11/15/2024

APPROVED AS TO FORM AND LEGALITY:

John-Carl Vallejo
John-Carl Vallejo (Nov 13, 2024 16:44 PST)
County Counsel

COST SHARE AGREEMENT FOR EMERGENCY MEDICAL SERVICES CONTRACT

This Cost Share Agreement ("Agreement") is entered into as of Nov. 7, 2023, ("Effective Date") by and among the County of Inyo ("Inyo"), the City of Bishop ("Bishop"), and the Bishop Paiute Tribe ("Tribe"), for the purpose of allocating costs associated with emergency medical services provided to the greater Bishop, California area. The County, the City, and the Tribe are collectively referred to as the "Parties" for purpose of this Agreement.

RECITALS

1. Inyo historically arranged for emergency medical services ("EMS") for the greater Bishop, CA area through the Inland Counties Emergency Medical Agency ("ICEMA") joint powers authority exclusive operating area ("EOA") non-financial agreements with a private provider.

2. In April, 2023, the most recent EOA EMS provider terminated its agreement to provide EMS services.

3. Since the termination of that agreement, Inyo and other local agencies initiated a process to establish a new EOA EMS agreement.

4. While that process is ongoing, the County entered into non-EOA EMS agreements with EMS providers in order to ensure continued EMS coverage in the greater Bishop area. The non-EOA EMS agreements since July, 2023, to date, have included a subsidy from the County to the EMS provider.

5. The Parties to this Agreement desire for the provision of advanced life support and additional EMS services for the greater Bishop, California area as set forth in the attached draft agreement between Inyo County and Cal-Ore Life Flight LLC ("EMS Provider"), or services substantially equivalent thereto (the "EMS Agreement").

6. Inyo shall be responsible for paying the EMS Provider under the EMS Agreement and it is the intention of the parties to this separate Agreement to provide for each party's respective share of the total payment the EMS Provider shall receive under the EMS Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties do hereby agree as follows:

1. **Recitals**. The above recitals are adopted by the Parties as if fully set forth herein.

2. **Shared Costs.** The County of Inyo incurred EMS services costs for the greater Bishop, CA area since July, 2023, and intends to enter into the EMS Agreement, for a maximum cost of three hundred forty-five thousand, one hundred ninety seven dollars ($345,197), through December 31, 2024.

a. County of Inyo. The County shall contribute a maximum of one hundred ninety-one, eight hundred and fifty dollars ($191,850) to EMS services from July 2023 through December 31, 2024, including the cost of the EMS Agreement.

b. City of Bishop. The City shall contribute a maximum of one hundred two thousand one hundred and fifty-one dollars ($102,151) to the EMS Agreement.

c. Bishop Paiute Tribe. The Tribe shall contribute a maximum of fifty one thousand, one hundred and ninety-six dollars ($51,196) to the costs of the EMS Agreement.

3. **Payment of Funds.**

a. The City and the Tribe shall pay to the County their respective share of costs, on a quarterly basis (January 1, April 1, July 1, October 1) with the first payment being made within 30 days after the County provides written notice to the City and the Tribe that it has entered into the EMS Agreement. Such payment shall be made to:

Inyo County
PO Drawer N
Independence, CA 93526
Attn: Denelle Carrington

b. Should the cost of EMS Services, including the cost of the EMS Agreement, ultimately be less than the anticipated $345,197, due to a later entry into the EMS Agreement, an early termination of the EMS Agreement, or otherwise, the cost share of each Party to this Agreement shall be reduced proportionately.

c. Should another source of funding contribute to the cost of the EMS Agreement, the share of the Parties shall be reduced accordingly and proportionately.

4. **Status of Parties.** All acts of the parties to this agreement, their agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of any other party. Each party to this Agreement, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of any other party to the agreement.

5. **Hold Harmless.** Each party to this Agreement shall hold each other harmless, defend and indemnify all other parties to the Agreement and their officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with said party's performance of work hereunder to the extent such loss or damages which was caused by the negligence or willful misconduct of the party.

6. **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.

7. **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 Contractor

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:

a. County of Inyo:
County Administrator
PO Drawer N
Independence, CA 93526
(760) 878-0292

b. City of Bishop:
City Administrator
377 West Line Street
Bishop, CA 93514
(760) 873-5863

c. Bishop Paiute Tribe:
Chief Executive Officer
50 Tu Su Lane
Bishop, CA 93514
(760) 873-3584

8. **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.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS 7th DAY OF November, 2023.

COUNTY OF INYO

By: _____

Nate Greenberg

Type or Print Name

CITY OF BISHOP

By: _____

Deston Dishion

Type or Print Name

BISHOP PAIUTE TRIBE

By: _____

Meryl Picard, Tribal Chairwoman

Type or Print Name

INYO COUNTY BOARD OF SUPERVISORS

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

DAVID FRASER
County Administrative Officer

DARCY ISRAEL
Asst. Clerk of the Board

AGENDA ITEM REQUEST FORM

May 26, 2026

Reference ID: 2026-331

Three-Year Contract with Dell Inc. for Provision of Microsoft Email, Office Suite, and Other Cloud Services

County Administrator - Information Services

ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Noam Shendar, Chief Information Officer	Noam Shendar, Chief Information Officer, Abhilash Itharaju, Assistant Chief Information Officer

RECOMMENDED ACTION:

A) Declare Dell Inc. of Round Rock, TX, a sole-source provider of Microsoft cloud services, including email, calendar and collaboration; B) authorize the Chief Information Officer, with the concurrence of County Counsel, to enter into an agreement between the County of Inyo and Dell Inc. of Round Rock, TX, for the provision of Microsoft cloud services in an amount not to exceed $828,353.28 for the period of June 1, 2026 through May 31, 2029.

BACKGROUND / SUMMARY / JUSTIFICATION:

The County's contract with Dell for the provision of Microsoft 365 and Microsoft Azure services is up for renewal. Microsoft 365 and Azure include:

- Outlook email and calendar
- Anti-spam and -phishing email filtering
- OneDrive cloud storage
- Sharepoint intranet pages
- Teams collaboration and videoconferencing
- Azure cloud services

The contract is a 3-year contract and, as in the prior contract period, is based on a pre-negotiated, competitively bid government contract. County Information Services is kindly requesting approval of this renewal.

FISCAL IMPACT:

Funding Source	General Fund	**Budget Unit**	011808
Budgeted?	No budget impact in the current year — This will be requested in the upcoming FY26-27 budget.	**Object Code**	5177

Recurrence	Ongoing Expenditure	Sole Source?	Yes

If Sole Source, provide justification below

See attached Sole Source justification, based on "piggybacking" on a competitively bid public contract.

Current Fiscal Year Impact
None.
Future Fiscal Year Impacts
Up to $276,117.76 payable before June 30, 2027 (226,117.76 for Microsoft 365 + 50,000 for Azure Cloud) Up to $276,117.76 payable before June 30, 2028 (226,117.76 for Microsoft 365 + 50,000 for Azure Cloud) Up to $276,117.76 payable before June 30, 2029 (226,117.76 for Microsoft 365 + 50,000 for Azure Cloud)
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board may choose not to approve this contract. Doing so would result in termination of all email, calendering, videoconferencing and other Microsoft 365 services. The County would operate without these services until an alternative could be found. In that context, it should be noted that in the local government space there is no credible alternative to M365 in terms of features, capabilities, and security, and that all other 57 California Counties use M365.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

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

APPROVALS:

Noam Shendar	Created/Initiated - 05/14/2026
Darcy Israel	Approved - 05/14/2026
Noam Shendar	Approved - 05/14/2026
Amy Shepherd	Approved - 05/18/2026
John Vallejo	Approved - 05/18/2026
Denelle Carrington	Final Approval - 05/18/2026

ATTACHMENTS:

1. County of Inyo 3-Year Budgetary Quote

DELL Technologies

Dell Customer Confidential

Prepared by: Ryan Wilshire
Phone: (512) 201-8182
Email: Ryan.Wilshire@Dell.com

Microsoft Enterprise Agreement

Customer: County of Inyo
Customer #: 7071315
Contact: Abhilash Itharaju
Email: altharaju@inyocounty.us
EA: TBD
Contract Code C000001244547

EA Anniversary Date [ ] (Next EA anniversary date)
Date: 5/14/2026
Quote Expires: 5/31/2026

Part Number	Item Name	Offering	Months	Qty	Unit Price	1 yr Total
6VC-01254	Win Remote Desktop Services CAL ALng SA UCAL		1	10	$ 26.71	$ 267.07
9EA-00273	Win Server DC Core ALng SA 16L		1	3	$ 1,137.43	$ 3,412.28
3GU-00001	Defender O365 P1 GCC Sub Per User		12	484	$ 18.72	$ 9,060.48
3MS-00001	Exchange Online P1 GCC Sub Per User		12	9	$ 37.32	$ 335.84
3PS-00001	Exchange Online Kiosk GCC Sub Per User		12	7	$ 21.96	$ 153.75
7MS-00001	Planner & Project P3 GCC Sub Per User		12	2	$ 280.05	$ 560.10
7VX-00001	Planner & Project P5 GCC Sub Per User		12	2	$ 280.05	$ 560.10
AAD-34704	M365 G3 Unified FUSL GCC Sub Per User	*Enterprise*	12	474	$ 395.37	$ 187,403.67
AAD-63092	M365 F3 Unified GCC Sub Per User	*Enterprise*	12	10	$ 85.24	$ 852.38
DDJ-00001	Power BI Pro GCC Sub Per User		12	2	$ 102.59	$ 205.17
EP2-24658	M365 Copilot GCC Sub Add-on		12	60	$ 374.40	$ 22,464.00
NYH-00001	Teams AC with Dial Out US/CA GCC Sub Add-on		12	482	$ -	$ -
P3U-00001	Visio P2 GCC Sub Per User		12	3	$ 140.03	$ 420.08
PF1-00002	Planner Plan 1 GCC Sub Per User		12	1	$ 93.35	$ 93.35
SFR-00001	Power Automate GCC Sub Per User		12	2	$ 164.74	$ 329.47
VRM-00001	Win OLS Activation User GCC Sub Per User		12	474	$ -	$ -

Yr 1 Total	$ 226,117.76
Yr 2 Total	$ 226,117.76
Yr 3 Total	$ 226,117.76
3 YEARS TOTAL	$ 678,353.27

INYO COUNTY BOARD OF SUPERVISORS

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

DAVID FRASER
County Administrative Officer

DARCY ISRAEL
Asst. Clerk of the Board

AGENDA ITEM REQUEST FORM

May 26, 2026

Reference ID: 2026-329

Maternal Child Adolescent Health (MCAH) Agreement

Health & Human Services - First 5

ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Katelyne Lent, First 5 Program Manager	Anna Scott, Health & Human Services Director

RECOMMENDED ACTION:

Approve the Maternal, Child and Adolescent Health (MCAH) Agreement No. 202614 between the County of Inyo and the California Department of Public Health in the total amount of $1,476,204 in State and Federal funding, including $1,236,174 for California Home Visiting Program (CHVP) activities and $240,030 for Maternal, Child and Adolescent Health (MCAH) activities, for the period of July 1, 2026 through June 30, 2029, contingent upon the Board's adoption of future budgets, and authorize the Health and Human Services Director and MCAH Director to sign all associated Agreement Funding Application, Policy Compliance, and Certification documents.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Maternal, Child and Adolescent Health (MCAH) Agreement combines ongoing funding for Maternal, Child and Adolescent Health (MCAH) and California Home Visiting Program (CHVP) activities to support public health and evidence-based home visiting services for women, children, adolescents, and families in Inyo County. Funding supports Public Health staff who coordinate access to health services and provide prevention and early intervention services to families experiencing risk factors associated with Adverse Childhood Experiences (ACEs), including child maltreatment, domestic violence, substance use disorder, and mental health related concerns.

Through collaboration with community partners, healthcare providers, and public agencies, MCAH and CHVP staff work to ensure access to a continuum of maternal and child health services while promoting positive parenting, healthy child development, and family well-being. Evidence-based home visiting services provide parents with education, support, and resources that strengthen protective factors and improve long-term outcomes for children and families. The Department respectfully requests your Board's approval to continue maintaining access to these critical prevention and public health services.

FISCAL IMPACT:

Funding Source	Grant Funded (California Department of Public Health)	**Budget Unit**	613595 and 641626
Budgeted?	No	**Object Code**	4498
Recurrence	Ongoing Expenditure	**Sole Source?**	N/A

If Sole Source, provide justification below

Current Fiscal Year Impact
N/A. This grant request is for the next three year cycle that begins July 1, 2026.
Future Fiscal Year Impacts
Up to $80,010 for MCAH and $412,058 for CHVP for the period between July 1, 2026 and June 30, 2027 AND Up to $80,010 for MCAH and $412,058 for CHVP for the period between July 1, 2027 and June 30, 2028 AND Up to $80,010 for MCAH and $412,058 for CHVP for the period between July 1, 2028 and June 30, 2029
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve this ongoing State and Federal funding for the Maternal, Child and Adolescent Health (MCAH) and California Home Visiting Program (CHVP) Agreement, which supports evidence-based home visiting, maternal and child health services, and mandated public health activities in Inyo County. This is not recommended, as doing so would reduce the Department's ability to maintain prevention and early intervention services for children and families, eliminate funding support for several Public Health staff positions, and require the County to continue providing mandated administrative and public health services without State or Federal funding support.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

The MCAH and CHVP programs collaborate with Health and Human Services divisions including Public Health, Prevention, Behavioral Health, Substance Use Disorder Services, Women, Infants and Children (WIC), and First 5 Inyo County, as well as healthcare providers, Tribal partners, schools, and other community organizations to support children and families in Inyo County.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities I Enhanced Health, Social, & Senior Services

APPROVALS:

Katelyne Lent	Created/Initiated - 05/06/2026
Darcy Israel	Approved - 05/07/2026
Katelyne Lent	Approved - 05/11/2026
Stephanie Tanksley	Approved - 05/11/2026
Lyndsey Garrett	Approved - 05/11/2026
Gina Ellis	Approved - 05/11/2026
Melissa Best-Baker	Approved - 05/11/2026
Anna Scott	Approved - 05/11/2026
Amy Shepherd	Approved - 05/14/2026
Keri Oney	Approved - 05/19/2026
John Vallejo	Approved - 05/19/2026
Denelle Carrington	Final Approval - 05/19/2026

ATTACHMENTS:

1. 8d SOW EBHV SGF 2026-29 - signed
2. 202614 MCAH SOW (signed)
3. Agency Information Form REVISED 5.20.26

California Department of Public Health (CDPH)
Maternal, Child and Adolescent Health (MCAH) Division

California Home Visiting Program
State General Fund (SGF) Evidence-Based Home Visiting (EBHV)
Scope of Work
July 1, 2026 – June 30, 2029

The purpose of this scope of work (SOW) is to provide guidance and outline requirements for implementing early childhood home visiting services in the California Department of Public Health/California Home Visiting Program (CDPH/CHVP) funded by California State General Funds (SGF). CHVP SGF-funded local health jurisdictions (LHJs) may implement Healthy Families America (HFA), Nurse-Family Partnership (NFP), Parents as Teachers (PAT), Family Connects International (FCI), and/or Home Instruction for Parents of Preschool Youngsters (HIPPY) evidence-based home visiting (EBHV) programs with fidelity to the model and in accordance with State requirements to achieve positive outcomes. The SOW includes the following goals:

1. Provide leadership and structure to implement CHVP in funded LHJ
2. Integrate the home visiting program into the local early childhood system
3. Collect, enter, and report on all required participant data
4. Provide extra support for staff and families served by Local MCAH home visiting programs through Special Support Activities

Note: *LHJs may spend up to 20% of the SGF EBHV allocation on Special Support Activities, as outlined in Goal 4.*

Goals, Objectives, Activities, and Deliverables for July 1, 2026 – June 30, 2029

Goal 1: Provide leadership and structure to implement CHVP in funded LHJ			
#	**Objective**	**Activities**	**Deliverables**
1.1	The LHJ Maternal, Child, and Adolescent Health (MCAH) Director or designee will provide effective leadership and oversight of CHVP [1]	(a) Provide leadership and oversight on all matters related to the development, implementation, operation, administration, and reporting for local implementation of home visiting programs following CDPH/CHVP policies and procedures (P&P) and EBHV model requirements (b) Attend quarterly CHVP Director calls (c) Participate in ongoing Community Advisory Board (CAB) Meetings, other local community groups, site visits, meetings, and conferences as directed by CDPH/CHVP	**Submission of:** • Progress Reports • CAB meeting materials • Staffing Reports **Participation in:** • Quarterly CHVP Director calls • Virtual and/or in-person site visits [2]
1.2	The LHJ will implement home visiting services using culturally responsive practices to ensure that all interactions, interventions, and service deliveries effectively meet the diverse needs of the communities served	(a) Review the MCAH Title V Needs Assessment to determine the community's equity needs (b) Participate in opportunities designed to enhance cultural sensitivity through webinars, training, and/or conferences (c) Provide culturally responsive services that address the identified cultural needs of families (e.g., literacy levels, disabilities, military families, grandparents, tradition, etc.) (d) Provide documents in the family's preferred language, when feasible	**Submission of:** • Progress Reports • Staffing Reports • Staff training logs • Collect and submit Priority Population Data (NFP only)

Goal 1: Provide leadership and structure to implement CHVP in funded LHJ			
#	**Objective**	**Activities**	**Deliverables**
		(e) Provide translation services when needed (f) Documents should be written no higher than an eighth grade reading level and use plain language (g) Recruit and hire staff that reflect the community served and/or speak the language of program participants, when possible	
1.3	The LHJ will hire, train, and retain staff to comply with selected home visiting model requirements and CDPH/CHVP P&Ps	(a) Participate in model required training related to screening tools, health assessments, reflective supervision, data collection tools, and software (b) Maintain full staffing capacity to serve families in the home visiting program and adhere to model requirements (c) All staff will sign a confidentiality agreement at the time of hire and annually thereafter (d) All staff directly serving families will complete mandated reporter training annually and comply with all mandated reporter requirements	**Submission of:** • Progress Reports • Staffing Reports • Training plans • Training logs • Confirmation of a signed county confidentiality agreement for each applicable staff member • Confirmation of completion of annual mandated reporter training as documented in the training log
1.4	The LHJ will ensure the home visiting program reaches and maintains contracted caseload capacity (CC)	(a) Develop and sustain relationships with appropriate agencies to obtain home visiting participant referrals	**Submission of:** • Progress Reports • Outreach activity logs or plan

Goal 1: Provide leadership and structure to implement CHVP in funded LHJ			
#	**Objective**	**Activities**	**Deliverables**
		(b) Develop a referral triage process for incoming home visiting participants to ensure families are connected to the program that best meets their needs (c) Ensure newly enrolled participants provide informed consent and sign a *CHVP Participant Consent Form* at enrollment (d) Develop and utilize a P&P on reaching out to disengaged families in accordance with CDPH/CHVP P&P 100-50	• Referral triage plans outlining referral process (flow chart, narrative, etc.) • Confirmation of signed *CHVP Participant Consent Form* for each enrolled participant • Data on participant enrollment and accurate funding information entered into the data system in a timely manner
1.5	The LHJ will provide oversight and leadership to ensure selected home visiting model fidelity and quality assurance	(a) Implement evidence-based home visiting model requirements in accordance with the selected model(s) fidelity standards (b) Monitor subcontracted agencies (if applicable) to ensure model fidelity standards and CDPH/CHVP requirements are met and provide budgetary oversight (c) LHJs interested in implementing a model-approved enhancement must obtain written approval from CDPH/CHVP prior to implementation	**Submission of:** • Model developer agreement, accreditation, affiliation, and/or endorsement documentation

Goal 1: Provide leadership and structure to implement CHVP in funded LHJ			
#	**Objective**	**Activities**	**Deliverables**
1.6	The LHJ will develop and implement home visiting P&Ps and follow all applicable MCAH and CDPH/CHVP P&Ps	(a) Develop and conduct an annual review of local P&Ps related to home visiting and update as needed (b) Conduct an annual review of, and ensure compliance with, CDPH/CHVP P&Ps (c) Conduct an annual review of, and ensure compliance with, the *Local MCAH Programs Policies and Procedure.* (d) Conduct an annual review of, and ensure compliance with, the *MCAH Fiscal Administration P&P Manual*	**Submission of:** • Progress Reports • Updated LHJ P&Ps related to home visiting • Annual confirmation of review of local and CDPH/CHVP P&Ps, *Local MCAH Program Policies and Procedures,* and the *MCAH Fiscal Administration Policy & Procedure Manual*
1.7	The LHJ will participate in TA meetings and conduct Continuous Quality Improvement (CQI) projects and activities to support program implementation and improvement goals	(a) Participate in voluntary CQI projects and activities in collaboration with CDPH/CHVP (b) Attend all meetings and site visits, included but not limited to: • Individual TA meetings • Model TA meeting • All LHJ TA meeting • Ad hoc/Extra Support Plan (ESP) meetings • In-person or virtual site visit as scheduled by CDPH/CHVP	**Submission of:** • Progress Reports • CQI information as requested **Participation in:** • Individual and group TA meetings • CQI meetings as applicable

Goal 1: Provide leadership and structure to implement CHVP in funded LHJ			
#	**Objective**	**Activities**	**Deliverables**
		(c) Use data to inform and improve program activities	

[1] The MCAH Director or their designee is required to devote a minimum of 0.05 full-time equivalent (FTE) and a maximum of 0.15 FTE to CHVP oversight, fostering partnerships and collaboration within the LHJ, and directing the local CHVP community advisory board (CAB). The percentage FTE dedicated to CHVP budgets should be deducted from the local MCAH budget to ensure the LHJ does not exceed the MCAH Director FTE requirements as outlined in the *Local MCAH Programs Policies and Procedures*. If an MCAH Director cannot meet the requirements of the CHVP SOWs, they can identify a designee, as outlined in the *Local MCAH Programs Policy and Procedures*. In this situation, the designee, who may be identified as an MCAH Coordinator or other position, can act as the responsible party for CHVP, and should be designated as such in the CHVP budget.

[2] If an LHJ establishes a subcontractor to deliver home visiting services, an LHJ representative (ideally the MCAH Director) must be present during all scheduled group and individual technical assistance (TA) meetings, virtual or in-person site visits, and be involved in all programmatic, data, contract, and fiscal communications with CDPH/CHVP. This requirement ensures the LHJ maintains oversight and direct involvement in all aspects of the contracted services, guaranteeing alignment with CDPH/CHVP standards and expectations. Additionally, no more than 10% of the allocation should be spent on administrative oversight of a subcontractor.

Goal 2: Integrate the home visiting program into the local early childhood system			
#	**Objective**	**Activities**	**Deliverables**
2.1	The LHJ will collaborate with local early childhood system partners to ensure a continuum of services for families	(a) Maintain a CAB that includes local early childhood system partners and meets at least quarterly to establish appropriate linkages to referral and service systems to benefit participating families (b) Meet and work with other local early childhood system and community partners to coordinate services to participating families (c) Develop and implement a transition plan for families according to model guidance and in accordance with CDPH/CHVP P&P 200-40	**Submission of:** • Progress Report including CAB meeting materials, Memoranda of Understanding (MOUs) and/or other written agreements
2.2	The LHJ will pursue, develop, and maintain relationships with local service agencies and referral resources to facilitate participant recruitment	(a) Develop and maintain MOUs and/or other written agreements (e.g., letters of support) with community agencies and service providers	**Submission of:** • Progress Report including CAB meeting materials, MOUs, and/or other written agreements • Outreach materials • Outreach activity logs or plan

Goal 3: Collect, enter, and report on all required participant data			
#	**Objective**	**Activities**	**Deliverables**
3.1	The LHJ will maintain clean and compliant data	(a) Accurately collect and submit participant data using selected home visiting model and CDPH/CHVP-required documents, as applicable (b) Ensure all data collection, use and reporting processes comply with CDPH's Information Privacy and Security Requirements (IPSR) (c) Ensure accuracy and completeness of data input into designated data systems using data quality reports and monitoring (d) NFP LHJs will coordinate data system requirements with the NFP National Service Office (e) HFA LHJs will coordinate with the CDPH/CHVP data team to establish buildout/modification in Efforts to Outcomes (ETO) data system and will comply with all *CHVP HFA Data Collection Manual* requirements (f) PAT LHJs will coordinate data system requirements with the PAT National Office for use of the Visit Tracker Web data system	• Submission of timely and accurate data on participant demographics, service utilization, and performance measures according to, and with fidelity to, the selected home visiting model guidelines and CDPH/CHVP requirements • Participation in regular TA meetings and site visits with CDPH/CHVP staff

Goal 3: Collect, enter, and report on all required participant data			
#	**Objective**	**Activities**	**Deliverables**
		(g) Collect and enter participant data into designated data systems within seven working days, or as required by the selected home visiting model (h) Correct data entry errors and strive to reduce missing data as directed by the CDPH/CHVP data team as needed (i) HIPPY and FCI LHJs will provide and/or coordinate with data collection system owners to provide monthly enrollment and other requested data to CDPH/CHVP (as needed)	

Goal 4 (if applicable): Provide extra support for staff and families served by Local MCAH home visiting programs through Special Support Activities			
#	**Objective**	**Activity**	**Deliverable**
4.1	The LHJ will use Special Support funds for allowable activities as reflected in their budget	LHJs can spend up to 20% of their SGF EBHV allocation on approved Special Support Activities per the *CHVP Special Support Activity Reference Guide* Special Support Activity categories include: (a) Additional Staff Costs (b) Training (c) Technology (d) Family Support Materials	**Submission of:** • *Progress Report* • *Special Support Activity Report* per the *CHVP Special Support Activity Reporting Guide*
4.2	LHJ leadership will maintain clean and compliant Special Support Activity data, per CDPH/CHVP guidelines	(a) Collect, maintain, and report use of SGF EBHV funds for Special Support as outlined in *CHVP Special Support Activity Reference Guide* and the *CHVP Special Support Activity Reporting Guide*	**Submission of:** • *Special Support Activity Report* • Additional documentation upon request

Monitoring Mechanism	Year 1 July 1, 2026 - June 30, 2027 Due Dates	Year 2 July 1, 2027 - June 30, 2028 Due Dates	Year 3 July 1, 2028- June 30, 2029 Due Dates
Staffing Reports	• July 15, 2026 (for SFY 2025-2026) • October 15, 2026 • January 15, 2027 • April 15, 2027	• July 15, 2027 (for SFY 2026-2027) • October 15, 2027 • January 15, 2028 • April 15, 2028	• July 15, 2028 (for SFY 2026-2027) • October 15, 2028 • January 15, 2029 • April 15, 2029
Progress Report, deliverables, and updates: • CAB Agendas, CAB Minutes, CAB Roster • Confirmation of completed Mandated Reporter Training • Confirmation of signed CDPH/CHVP Participant Consent Forms • Confirmation of signed Confidentiality Agreements for all direct staff Confirmation that the Director or Designee reviewed and approved of the Progress Report before submitting	• July 15, 2026 (for SFY 2025-2026) • January 15, 2027	• July 15, 2027 (for SFY 2026-2027) • January 15, 2028	• July 15, 2028 (for SFY 2027-2028) • January 15, 2029
• MOUs or other written agreements with community agencies and service providers • Outreach Activity Logs, or Plan and Outreach Materials • Training Logs and Training Plans • Policies and Procedures • Referral Triage Plan • HFA Affiliation or Accreditation Report	The following documents will be submitted only if created, updated, or received in the reporting period.	The following documents will be submitted only if created, updated, or received in the reporting period	The following documents will be submitted only if created, updated, or received in the reporting period.

Monitoring Mechanism	Year 1 July 1, 2026 - June 30, 2027 Due Dates	Year 2 July 1, 2027 - June 30, 2028 Due Dates	Year 3 July 1, 2028- June 30, 2029 Due Dates
• HIPPY Endorsement Documentation • PAT Affiliate Plan or Affiliate Performance Report (APR)			
Special Support Activity Report (if applicable)	• July 15, 2026 (for SFY 2025-2026)	• July 15, 2027 (for SFY 2026-2027)	• July 15, 2028 (for SFY 2027-2028)
Priority Population Survey (NFP only)	• July 15, 2026 (Final SFY 2025-2026) • January 15, 2027 (SFY 2026-2027 to date)	• July 15, 2027 (Final SFY 2026-2027) • January 15, 2028 (SFY 2027-2028 to date)	• July 15, 2028 (Final SFY 2027-2028) • January 15, 2029 (SFY 2028-2029 to date)
CQI monitoring reports, data, and information	Upon Request	Upon Request	Upon Request
Individual TA meetings	Semi-annually (TBD)	Semi-annually (TBD)	Semi-annually (TBD)
Model TA meetings	Annually (TBD)	Annually (TBD)	Annually (TBD)
All LHJ TA meeting	Annually (TBD)	Annually (TBD)	Annually (TBD)
Ad hoc/Extra Support Plan (ESP) meetings	As applicable	As applicable	As applicable
Site Visit	TBD	TBD	TBD

NOTE: All reports and documentation must be submitted via SharePoint, unless otherwise directed by CHVP

NOTE: Reimbursement of invoices is subject to compliance with all federal and state requirements pertaining to the CDPH/MCAH related programs and adherence to all applicable regulations, policies and procedures. Your Agency agrees to invoice actual and documented. expenditures and to follow all the conditions of compliance stated in the current CDPH/MCAH Program and Fiscal Policies and Procedures manuals, including the ability to substantiate all funds claimed.

If compliance standards are not met in a timely manner, CDPH/CHVP may require the local agency to participate in an Extra Support Plan (ESP) process, and/or may temporarily withhold cash payment pending correction of the deficiency; disallowing all or part of the cost of the activity or action out of compliance; wholly or partly suspending or terminating the award; or withholding further awards.

Laura Kennedy		04/22/2026
MCAH Director Name	MCAH Director Signature	Date

California Department of Public Health (CDPH)
Maternal, Child and Adolescent Health (MCAH) Division
Local MCAH Scope of Work (SOW)
July 1, 2026 – June 30, 2029

Local Health Jurisdiction (LHJ): Inyo

The LHJ, in collaboration with the CDPH/MCAH Division, shall strive to develop systems that protect and improve the health of California's women of reproductive age, infants, children, adolescents and their families.

The development of the Local MCAH SOW was guided by several public health frameworks including the ones listed below. Please consider integrating these approaches when conceptualizing and organizing local program, policy, and evaluation efforts.

- The Ten Essential Services of Public Health
- The Spectrum of Prevention
- Life Course Perspective and Social Determinants of Health
- Policy Systems and Environmental Change (PSE) - (TBD)

All Title V programs must comply with the MCAH Fiscal Policy and Procedures Manual and the Local MCAH Program Policies and Procedures Manual.

Certification by MCAH Director:	Name: Laura Kennedy Title: MCAH Director Date: Click or tap to enter a date *I certify that I have reviewed and approved this Scope of Work.*  05/05/2026

Note:

- The Title V Maternal and Child Health Block Grant provides core funding to California to improve the health of mothers and children. The Title V Block Grant is federally administered by the Health Resources and Services Administration.
- CDPH/MCAH may post SOWs on the CDPH/MCAH website.
- CDPH/MCAH is available to provide technical assistance for any required activity and encourages LHJs to communicate their training needs.

Section A: General requirements and activities for all LHJs				
Aligns With	**General Requirement(s)**	**Required Local Activities**	**Time Frame**	**Deliverable Description**
Title V and CDPH/MCAH Requirement	Local MCAH Annual Report	**A1** Complete and submit an Annual Report each fiscal year to report on Scope of Work activities	Annually, each fiscal year	The Annual Report will report on progress of program activities and the extent to which the LHJ met the SOW goals and deliverables and how funds were expended. In addition to reporting on the status of activities in each population domain, the LHJ shall report on the following counts of individuals served: • **the number of** *Pregnant Individuals* **served in the Fiscal Year** • **the number of** *Infants (less than 1 year of age)* **served in the Fiscal Year** • **Of the** Infants (less than 1 year of age) **in the above number, how many are** *Children and Youth with Special Healthcare Needs (CYSHCN)* • **the number of individuals** *Ages 1-21* **served in the Fiscal Year** • **Of the individuals** Ages 1-21 **in the above number, how many are** *CYSHCN* • **the number of** *Other** **individuals served in the Fiscal Year** **Other: Individuals that cannot be grouped into Pregnant, Infants, or Ages 1-21; Men and women 22 and over; any individuals with unspecified demographic information. Families with unspecified family members may be included in this category: count the family as one (1). (We acknowledge the undercounting but are following the "verifiable data source" guideline.)* Guidance for Counting Individuals served are included as part of the Local Annual Report Instruction Manual and is sent out from CDPH/MCAH with the Local Annual Report request.
CDPH/MCAH Requirement	Workforce Development and Training	**A2** Attend required trainings/meetings as outlined in the MCAH Program Policies and Procedures.	Annually, each fiscal year	Report attendance in Annual Report: • MCAH Directors' Spring and Fall meetings • SIDS Coordinators' Annual meeting

		• The MCAH Director or designee is required to attend the spring and fall MCAH Action meetings • SIDS Coordinators are required to attend the SIDS Annual Conference, SIDS Advisory Council meetings		
CDPH/MCAH Requirement	MCAH Director	**A3** Maintain required MCAH Director position as outlined in the MCAH Policies and Procedures.	Ongoing	The LHJ must submit a Local MCAH Director Verification form annually during the AFA process and resubmit with any changes.
CDPH/MCAH Requirement	Community Resource and Referral Guide	**A4** Develop a comprehensive MCAH resource and referral guide of available health, mental health, emergency resources, and social services. *QI Opportunity!* Partner (participate in short-term workgroup, or respond to a survey, or discuss among other MCAH Directors at MCAH Directors call) with CDPH/MCAH and a workgroup of LHJs to develop a shared approach to an up-to-date and accessible local resource guide that supports all five MCAH population domains, in collaboration with strategic partners and existing systems, such as United Way/211.	Annually, each fiscal year	Report in Annual Report: • Submit/upload a copy or link to the existing resource and referral guide • Report on how you have aligned your resource guide with the recommendations of the workgroup, when available.

CDPH/MCAH Requirement	Protocols	**A5** Develop and adopt protocols to ensure that MCAH clients are provided information and referred to health insurance coverage options, including how to access a provider and preventive health visits.	Annually, each fiscal year	Report on linkage/referral protocols for each of the five population domains and opportunities for further improvement in the Annual Report.
Title V Requirement	Conduct Local Needs Assessment	**A6** Conduct or leverage existing local needs assessment(s) to acquire an accurate picture of the strengths, weaknesses and needs across the MCAH population health domains.	Approximately every three to five years	Report on Local Needs Assessment findings as directed by CDPH/MCAH.

Section B: Domain specific requirements and activities				
Aligns With	**General Requirement(s)**	**Required Local Activities**	**Time Frame**	**Deliverable Description**
CDPH/MCAH Requirement	Infant – Sudden Infant Death Syndrome/Sudden Unexpected Infant Death (SIDS/SUID)	**B1** **Required for Infant Domain - all LHJs** Provide SIDS/SUID grief and bereavement services and supports through home visits and/or mail resource packets to families experiencing an infant loss.	Annually, each fiscal year	Report on SIDS/SUID services and supports in the Annual Report.
CDPH/MCAH Requirement	Infant – Sudden Infant Death Syndrome/Sudden Unexpected Infant Death (SIDS/SUID)	**B1.a.** Submit Public Health Services Report Form of a sudden, unexpected infant death to the CDPH/MCAH.	As needed	Submit form in the event of a sudden, unexpected infant death.
CDPH/MCAH Requirement	Infant – Safe Sleep	**B2** **Required for Infant Domain - all LHJs** Promote the latest AAP Safe Sleep guidance and implement Infant Safe Sleep Interventions to reduce the number of SUID related deaths.	Annually, each fiscal year	Report on safe sleep activities in the Annual Report.
CDPH/MCAH Requirement	Child Health - Schools Collaboration	**B3** **Required for Child Domain - all LHJs** Explore opportunities to partner with local education agencies/school districts/schools (preschool through 12th grade and alternative education settings) to collaborate on school-linked/school-based health promotion and services and safe and supportive school climates.	Annually, each fiscal year	Report on school-linked/school-based collaboration activities in the Annual Report.

CDPH/MCAH Requirement	Children and Youth with Special Health Care needs (CYSHCN)	**B4** **Required for CYSHCN Domain - all LHJs** Strengthen referral pathways and service coordination strategies to connect CYSHCN and their families to safety net and/or social supports, medical service providers, public health programs and Family Resource Centers, as appropriate.	Annually, each fiscal year	Report on referral pathways and service coordination for CYSHCN in the Annual Report.
CDPH/MCAH Requirement	Infant – Infant Mortality Reviews	**B5** **Required for CA FIMR+ funded LHJs only** LHJs funded for infant mortality reviews will implement activities in accordance with Local MCAH Program Policies and Procedures.	Annually, each fiscal year	Report on activities in the Annual Report.

Section C: Local Activities by Domain

At least one activity must be selected or the LHJ must develop at least one activity of their own in the Women/Maternal Health Domain

Woman/Maternal Health Domain	
Women/Maternal Priority Need: *Advance Black birth equity by supporting women and birthing people to thrive through pregnancy and the postpartum period.*	
Performance Measures (National/State Performance Measures)	**NPM: Postpartum Visit:** A) Percent of women who attended a postpartum checkup within 12 weeks after giving birth, and B) Percent of women who attended a postpartum checkup and received recommended care components
Women/Maternal State Objective 1: By 2030, reduce the rate of pregnancy-related cardiovascular deaths from 3.3 per 100,000 live births (2019-2021 CA-PMSS) to 3.0 per 100,000 live births. **Women/Maternal State Objective 2:** By 2030, reduce the rate of pregnancy-related deaths among Black birthing people from 49.7 per 100,000 live births (2019-2021 CA-PMSS) to 42.3 per 100,000 live births.	

Women/Maternal Focus Area 1: Access to Quality Care & Services		
Women/Maternal Access to Quality Care & Services: Strategy 1: Improve systems of risk-appropriate maternity care including (childbirth) regionalization and prenatal/postpartum access	**Women/Maternal Access to Quality Care & Services: Strategy 2:** Increase the proportion of facilities that evaluate the quality of their care using both patient experience and clinical measures	**Women/Maternal Access to Quality Care & Services: Strategy 3:** Increase maternal mortality/morbidity prevention by disseminating *California Pregnancy Associated Review Committee (CA-PARC)* recommendations and engaging potential implementation partners
Local Activities for Women/Maternal Objective: Strategy 1	**Local Activities for Women/Maternal Objective: Strategy 2**	**Local Activities for Women/Maternal Objective: Strategy 3**
w 1.1.1 ☐ Suggested local activity (Optional): Partner with RPPC and CDPH/MCAH to identify and share local funding barriers and care delivery policies that impede regionalization and perinatal access to care.	**w 1.2.1** ☐ Suggested local activity (Optional): Promote policies, procedures, and practices that align with those recommended by Black Birth Equity experts to help perinatal facilities and clinics to combat anti-Black racism and	**w 1.3.1** ☐ Suggested local activity (Optional): Use the CDPH/MCAH CA-PARC data-findings and recommendations to inform policy and prevention strategies to reduce pregnancy related morbidity and mortality at the local level.

What is your anticipated outcome?	mitigate biased treatment of people with historically marginalized identities. **What is your anticipated outcome?**	**What is your anticipated outcome?**
w 1.1.2 ☐ Other local activity (Please Specify/Optional): **What is your anticipated outcome?**	**w 1.2.2** ☐ Other local activity (Please Specify/Optional): **What is your anticipated outcome?**	**w 1.3.2** ☐ Other local activity (Please Specify/Optional): **What is your anticipated outcome?**

Women/Maternal Focus Area 2: Mental Health & Substance Use	
<u>Women/Maternal Mental Health & Substance Use: Strategy 1:</u> Implement policy, systems, and environmental change (PSE) activities to improve mental/behavioral health, including in the postpartum period	**<u>Women/Maternal Mental Health & Substance Use: Strategy 2:</u>** Improve primary prevention, early intervention and social supports across the perinatal period to improve mental/behavioral health
Local Activities for Women/Maternal Objective: Strategy 1	**Local Activities for Women/Maternal Objective: Strategy 2**

w 2.1.1 ☒ Suggested local activity (Optional): Develop and implement PSE approaches to improve mental/behavioral health during pregnancy or postpartum. **What is your anticipated outcome?** Implementing PSE approaches will lead to more supportive, accessible, and responsive environments for pregnant and postpartum individuals, resulting in improved mental and behavioral health outcomes. As a result, families will experience fewer barriers to care, increased awareness of available supports, and stronger connections to culturally relevant, trauma-informed services.	**w 2.2.1** ☐ Suggested local activity (Optional): Implement postpartum mental health screenings for birthing parent and infant at well child check-ups. **What is your anticipated outcome?**
w 2.1.2 ☐ Suggested local activity (Optional): Develop "Success Story" on PSE strategy/intervention used for mental wellness. **What is your anticipated outcome?**	**w 2.2.2** ☐ Suggested local activity (Optional): Develop "Success Story" on primary prevention used for mental wellness. **What is your anticipated outcome?**

w 2.1.3 ☐ Other local activity (Optional): **What is your anticipated outcome?**	**w 2.2.3** ☐ Suggested local activity (Please Specify/Optional): Participate in CDPH/MCAH FLOURISH Training, Individualized TA or Learning Cohort **What is your anticipated outcome?**

Women/Maternal Focus Area 3: Social Determinants & Family Supports	
Women/Maternal Social Determinants & Family Supports: Strategy 1: Promote culturally appropriate care and expand perinatal care teams (e.g., doulas, midwives) to include culturally congruent staff, including during the postpartum period	**Women/Maternal Social Determinants & Family Supports: Strategy 2:** Partner to improve neighborhood conditions, quality education, economic opportunities and social supports
Local Activities for Women/Maternal Objective: Strategy 1:	**Local Activities for Women/Maternal Objective: Strategy 2:**
w 3.1.1 ☐ Suggested local activity (Optional): Provide education to birthing persons and their families about how to access quality care and care options. **What is your anticipated outcome?**	**w 3.2.1** ☐ Suggested local activity (Optional): Collaborate with strategic partners to identify best practices for Local MCAH programs to improve social determinants of health (e.g., neighborhood conditions, quality education, economic opportunities and social supports); share best practices with CDPH/MCAH. **What is your anticipated outcome?**
w 3.1.2 ☐ Suggested local activity (Optional): Partner to develop culturally and linguistically appropriate trainings and consumer education materials and supporting tools that promote breastfeeding or birth options for specific local populations (e.g. Mixteca). **What is your anticipated outcome?**	**w 3.2.2** ☐ Other local activity (Please Specify/Optional): **What is your anticipated outcome?**
w 3.1.3 ☐ Other local activity (Please Specify/Optional):	

What is your anticipated outcome?	

Women/Maternal Focus Area 4: Physical Health & Prevention	
Women/Maternal Physical Health & Prevention: Strategy 1: Promote Policy, Systems, and Environmental (PSE) strategies for leading causes of morbidity before, during and after pregnancy	**Women/Maternal Physical Health & Prevention: Strategy 2:** Partner on maternal anemia prevention across the perinatal period through PSE strategies
Local Activities for Women/Maternal Objective: Strategy 1:	**Local Activities for Women/Maternal Objective: Strategy 2:**
w 4.1.1 ☐ Suggested local activity (Optional): Identify and implement PSE strategies that address leading causes of morbidity, including cardiovascular disease and gestational diabetes (GDM), before, during, and after pregnancy. **What is your anticipated outcome?**	**w 4.2.1** ☐ Other local activity (Please Specify/Optional): **What is your anticipated outcome?**
w 4.1.2 ☐ Suggested local activity (Optional): Participate in a CDPH/MCAH cohort project (to receive training, technical assistance and evaluation support) on PSE strategies focused on GDM. **What is your anticipated outcome?**	**w 4.2.2** ☐ Other local activity (Please Specify/Optional): **What is your anticipated outcome?**

w 4.1.3 ☐ Other local activity (Please Specify/Optional): **What is your anticipated outcome?**	

Section C: Local Activities by Domain

At least one activity must be selected or the LHJ must develop at least one activity of their own in the Perinatal/Infant Health Domain

Perinatal/Infant Health Domain

Perinatal/Infant Priority Need: *Advance Black birth equity and support birthing people and families to have thriving infants.*

Performance Measures (National/State Performance Measures)	**NPM:** Percent of women with a recent live birth who experienced racial/ethnic discrimination while getting healthcare during pregnancy, delivery or postpartum care.

Perinatal/Infant State Objective:
By 2030, reduce the rate of Black infant deaths from 8.81 per 1,000 live births (2023 CCMBF/CCMDF) to 8.37.

Perinatal/Infant Focus Area 1: Access to Quality Care & Services

Perinatal/Infant Access to Quality Care & Services: Strategy 1:
Translate Fetal Infant Mortality Review (FIMR) learnings and recommendations into action, including recommendations on the care experience.

Local Activities for Perinatal/Infant Objective: Strategy 1

p 1.1.1

☐ Suggested local activity (Optional):
Participate in collecting infant mortality FIMR data using the National Fatal Review-Case Reporting System.

What is your anticipated outcome?

p 1.1.2 ☐ Suggested local activity (Optional): Conduct and collect interview of families experiencing a stillbirth or infant loss. **What is your anticipated outcome?**
p 1.1.3 ☐ Suggested local activity (Optional): Develop "Success Story" on prevention efforts based on FIMR recommendations. **What is your anticipated outcome?**
p 1.1.4 ☐ Other local activity (Please Specify/Optional): **What is your anticipated outcome?**

Perinatal/Infant Focus Area 3: Social Determinants & Family Supports	
Perinatal/Infant Social Determinants & Family Supports: Strategy 1: Partner to increase economic and social supports (e.g., transportation, childcare, parenting resources) to families.	**Perinatal/Infant Social Determinants & Family Supports: Strategy 2:** Promote culturally-responsive grief and bereavement and support services.

Local Activities for Perinatal/Infant Objective: Strategy 1	Local Activities for Perinatal/Infant Objective: Strategy 2
p 3.1.1 ☐ Suggested local activity (Optional): Identify opportunities to involve and integrate fathers into MCAH programs. **What is your anticipated outcome?**	**p 3.2.1** ☐ Suggested local activity (Optional): Partner with CDPH/MCAH to develop and disseminate resources on navigating the legal aspects of infant or maternal loss (e.g. death certificates, adding unmarried spouse to birth certificate, etc.) **What is your anticipated outcome?**
p 3.1.2 ☐ Suggested local activity (Optional): Partner with CDPH/MCAH to identify best practice strategies for MCAH programs to provide families with economic and social supports. **What is your anticipated outcome?**	**p 3.2.2** ☐ Other local activity (Please Specify/Optional): **What is your anticipated outcome?**
p 3.1.3 ☐ Other local activity (Please Specify/Optional): **What is your anticipated outcome?**	

Perinatal Focus Area 4: Physical Health & Prevention	
Perinatal/Infant Physical Health & Prevention: Strategy 1: Partner on maternal anemia prevention through policy, systems and environmental change (PSE) strategies to improve perinatal and infant outcomes	**Perinatal/Infant Physical Health & Prevention: Strategy 2:** Promote breastfeeding initiation and duration through PSE and workforce strategies, including considerations of the care experience
Local Activities for Perinatal/Infant Objective: Strategy 1	**Local Activities for Perinatal/Infant Objective: Strategy 2**
p 4.1.1 ☐ Other local activity (Please Specify/Optional): **What is your anticipated outcome?**	**p 4.2.1** ☐ Suggested local activity (Optional): Promote training, tools, policies and best practices, including workforce strategies, that support breastfeeding initiation and duration to families who choose to breastfeed. **What is your anticipated outcome?**
	p 4.2.2 ☐ Suggested local activity (Optional): Identify resources and training opportunities for organizations, hospitals, birthing centers to support families who choose to breastfeed. **What is your anticipated outcome?**

	p 4.2.3 ☐ Suggested local activity (Optional): Develop "Success Story" on PSE strategy/intervention used for breastfeeding promotion. **What is your anticipated outcome?**
	p 4.2.4 ☐ Other local activity (Please Specify/Optional): **What is your anticipated outcome?**

Perinatal/Infant Focus Area 5: Injury Prevention & Safe Environments
Perinatal/Infant Injury Prevention & Safe Environments: Strategy 1: Identify new partnerships to improve SIDS/SUID prevention
Local Activities for Perinatal/Infant Objective: Strategy 1
p 5.1.1 ☒ Suggested local activity (Optional): Develop population-specific recommendations for safe sleep practices based on FIMR data. **What is your anticipated outcome?**

Local providers and community partners will be better equipped to promote safe sleep practices that reflect the lived experiences, needs, and barriers of the populations most affected by sleep-related infant deaths.
p 5.1.2 ☐ Suggested local activity (Optional): Partner with local institutional organizations such as Nursing schools, Residency Programs, and other medical professions groups on Safe Sleep Education. **What is your anticipated outcome?**
p 5.1.3 ☐ Other local activity (Please Specify/Optional): **What is your anticipated outcome?**

Section C: Local Activities by Domain
At least one activity must be selected or the LHJ must develop at least one activity of their own in the Child Health Domain

Child Health Domain	
Child Priority Need: *Improve the physical and mental health and development of all children so they flourish and thrive.*	
Performance Measures (National/State Performance Measures)	**NPM:** Medical Home - Overall*: Percent of children with and without special health care needs, ages 0 through 17, who have a medical home
Child State Objective: NSCH 4.12 Medical Home By 2030, increase the percent of children in CA who have received care within a medical home from 39.3% (NSCH 2022-2023) to 41%.	

Child Focus Area 1: Access to Quality Care & Services	
Child Access to Quality Care & Services: Strategy 1: Promote the pediatric medical home through school-linked and school-based health prevention, education and services.	**Child Access to Quality Care & Services: Strategy 2:** Promote linkage and referrals to care and support services, especially those that target social determinants of health
Local Activities for Child Objective: Strategy 1	**Local Activities for Child Objective: Strategy 2**
ch 1.1.1 ☐ Suggested local activity (Optional): Partner with local provider groups, MCPs and organizations to increase understanding, build capacity, and promote the seven American Academy of Pediatrics components of a medical home. **What is your anticipated outcome?**	**ch 1.2.1** ☐ Suggested local activity (Optional): Work with state and local partners to promote and disseminate information to families around social supports and economic family supports, especially those that target social drivers of health, including housing, childcare, and nutrition. **What is your anticipated outcome?**

ch 1.1.2 ☐ Other local activity (Please Specify/Optional): **What is your anticipated outcome?**	**ch 1.2.2** ☐ Other local activity (Please Specify/Optional): **What is your anticipated outcome?**

Child Focus Area 2: Mental Health & Substance Use	
Child Mental Health & Substance Use: Strategy 1: Promote social connectedness	**Child Mental Health & Substance Use: Strategy 2:** Collaborate to improve education and awareness of, and access to mental and behavioral health care
Local Activities for Child Objective: Strategy 1	**Local Activities for Child Objective: Strategy 2**
ch 2.1.1 ☐ Suggested local activity (Optional): Identify and lead/participate in a policy, systems and environmental change (PSE) activity or primary prevention activity, in collaboration with local early childhood, parenting groups, and/or community-based organizations, centering social connectedness for children and their families, promoting positive parent-child relationships, connection, family wellness and resilience, and uplifting Positive Childhood Experiences and create a success story to share. **What is your anticipated outcome?**	**ch 2.2.1** ☐ Suggested local activity (Optional): Connect with local education agencies to assist with/establish referral networks through the California Youth Behavioral Health Initiative School-Linked Multi-payer Fee Schedule for mental and behavioral health services. **What is your anticipated outcome?**

ch 2.1.2 ☐ Suggested local activity (Optional): Partner with community organizations to promote free play for children, access to green spaces, and safe/accessible community gathering places. **What is your anticipated outcome?**	**ch 2.2.2** ☐ Suggested local activity (Optional): Increase LHJ capacity and understanding of trauma-responsive/ trauma-informed care and primary prevention of mental and behavioral health for children and families. **What is your anticipated outcome?**
ch 2.1.3 ☐ Other local activity (Please Specify/Optional): **What is your anticipated outcome?**	**ch 2.2.3** ☐ Other local activity (Please Specify/Optional): **What is your anticipated outcome?**

Child Focus Area 4: Physical Health & Prevention			
Child Physical Health & Prevention: Strategy 1: Increase child preventive health rates	**Child Physical Health & Prevention: Strategy 2:** Promote early childhood prevention, screening and intervention	**Child Physical Health & Prevention: Strategy 3:** Optimize nutrition and physical activity for children	**Child Physical Health & Prevention: Strategy 4:** Identify and work to reduce child health disparities
Local Activities for Child Objective: Strategy 1	**Local Activities for Child Objective: Strategy 2**	**Local Activities for Child Objective: Strategy 3**	**Local Activities for Child Objective: Strategy 4**
ch 4.1.1 ☐ Suggested local activity (Optional):	**ch 4.2.1** ☐ Suggested local activity (Optional):	**ch 4.3.1** ☒ Suggested local activity (Optional):	**ch 4.4.1** ☐ Other local activity (Please Specify/Optional):

Lead and/or partner to participate in local activities promoting pediatric preventive health visits, screening, assessments and routine pediatric vaccinations, especially activities that are school-linked/school based and/or community-based. **What is your anticipated outcome?**	Partner with local First 5, Help Me Grow, home visiting and other early intervention programs to increase access to and promote universal infant and child developmental screening based on AAP Bright Futures guidelines and closed-loop early intervention referrals. **What is your anticipated outcome?**	Partner with schools, local WIC agencies, Early Childcare Education programs, and other organizations (such as SunBucks and The Governor's Council on Physical Fitness) to improve food security and promote healthy nutrition and physical activity choices for children and families, including the Child MyPlate nutrition guidelines. **What is your anticipated outcome?** Inyo County MCAH will deliver resource-based education to enhance individual knowledge of nutrition and physical activity, with the goal of fostering improved understanding and informed decision-making.	**What is your anticipated outcome?**
ch 4.1.2 ☐ Suggested local activity (Optional): Partner with local oral health programs, CDPH Office of Oral Health, and CDPH Office of School Health to promote children's oral health screening, preventive visits and closed-loop referrals, especially those that are school-linked/school-based. **What is your anticipated outcome?**	**ch 4.2.2** ☐ Other local activity (Please Specify/Optional): **What is your anticipated outcome?**	**ch 4.3.2** ☐ Other local activity (Please Specify/Optional): **What is your anticipated outcome?**	
ch 4.1.3 ☐ Other local activity (Please Specify/Optional):			

What is your anticipated outcome?			

Child Focus Area 5: Injury Prevention & Safe Environments	
Child Injury Prevention & Safe Environments: Strategy 1: Promote safe environments and communities and prevent unintentional injury for children and families	**Child Injury Prevention & Safe Environments: Strategy 2:** Uplift prevention efforts to reduce child abuse and neglect
Local Activities for Child Objective: Strategy 1	**Local Activities for Child Objective: Strategy 2**
ch 5.1.1 ☒ Suggested local activity (Optional): Create/participate in and disseminate a child injury prevention campaign locally, targeting child passenger safety, infant/toddler car seat safety, teen driving safety, bike helmet use, water safety, or other areas of child injury prevention important to the local MCAH population. **What is your anticipated outcome?** The local child injury prevention campaign will increase community awareness and understanding of key safety practices leading to safer behaviors among families and youth. As a result, caregivers and youth will be better equipped to prevent common injuries, and the community will experience stronger, more consistent messaging around child safety.	**ch 5.2.1** ☐ Suggested local activity (Optional): Partner with local All Children Thrive project and network(s) to improve community-led efforts to create changes within systems and structures to reduce ACEs, child abuse and neglect and promote positive childhood experiences. **What is your anticipated outcome?**
ch 5.1.2 ☐ Other local activity (Please Specify/Optional): **What is your anticipated outcome?**	**ch 5.2.2** ☐ Suggested local activity (Optional): Partner with local child welfare efforts to develop County Comprehensive Prevention Plans to determine local primary, secondary, and tertiary prevention strategies that can reduce the incidence of children and youth engaging with the child welfare system. **What is your anticipated outcome?**

	ch 5.2.3 ☐ Other local activity (Please Specify/Optional): **What is your anticipated outcome?**

Section C: Local Activities by Domain

At least one activity must be selected or the LHJ must develop at least one activity of their own in the CYSHCN Health Domain

Children and Youth with Special Health Care Needs (CYSHCN) Domain	
CYSHCN Priority Need: *Improve access to supports and services.*	
Performance Measures (National/State Performance Measures)	**NPM: Medical Home - Care Coordination:** Percent of children with and without special health care needs, ages 0 through 17, who receive needed care coordination **NPM: Transition:** Percent of adolescents with and without special health care needs, ages 12 through 17, who received services to prepare for the transition to adult health care.
CYSHCN State Objective 1: By 2030, increase the percentage of children with special health care needs, ages 0 through 17, who receive needed care coordination from 47.7% (NSCH 2021-2023) to 50%. **CYSHCN State Objective 2:** By 2030, increase the percentage of adolescents with special health care needs, ages 12 through 17, who received services to prepare for the transition to adult health care from 17% (NSCH 2021-2023) to 18%.	

CYSHCN Focus Area 1: Access to Quality Care & Services	
CYSHCN Access to Quality Care & Services Objective 1: Strategy 1: Partner to improve access to quality, coordinated care and support services for CYSHCN and their families.	**CYSHCN Access to Quality Care & Services Objective 1: Strategy 2:** Fund the Department of Health Care Services (DHCS) to provide necessary care coordination and case management for California Children's Services (CCS) program clients and improve systems to assist CYSHCN families in navigating services.
Local Activities for CYSHCN Objective 1: Strategy 1:	**Local Activities for CYSHCN Objective 1: Strategy 2:**
cy 1.1.1 ☒ Suggested local activity (Optional): Partner with your county CCS program AND/OR an organization that provides care coordination for CYSHCN and their families (i.e. community-based organizations, home visiting (CHVP),	**cy 1.2.1** ☐ Other local activity (Please Specify/Optional):

schools/universities, Regional Centers, other state/local governmental agencies/departments) to improve care coordination and communication between provider types for CYSHCN. **What is your anticipated outcome?** Stronger partnerships between the county CCS program and other organizations serving Children and Youth with Special Health Care Needs (CYSHCN) will lead to more coordinated, timely, and family-centered communication across provider types. Families will experience fewer gaps in services, clearer care pathways, and improved support navigating complex systems.	**What is your anticipated outcome?**
cy 1.1.2 ☐ Suggested local activity (Optional): Create/join a local learning collaborative or workgroup focused on the transition to adult health care and supports and services for youth with special health care needs. **What is your anticipated outcome?**	
cy 1.1.3 ☐ Other local activity (Please Specify/Optional): **What is your anticipated outcome?**	

CYSHCN Focus Area 2: Mental Health & Substance Use	
CYSHCN Mental Health & Substance Use State Objective 2: Strategy 1: Partner to develop programs and resources to enhance resilience and mental wellness support for CYSHCN and their families.	**CYSHCN Mental Health & Substance Use State Objective 2: Strategy 2:** Support local health jurisdictions (LHJs) to build workforce capacity in serving CYSHCN and their families.
Local Activities for CYSHCN Objective 2: Strategy 1:	**Local Activities for CYSHCN Objective 2: Strategy 2:**
cy 2.1.1 ☐ Suggested local activity (Optional): Implement a project focused on mental health for parents/caregivers of CYSHCN (examples: connecting families in the NICU to home visiting, provider outreach to integrate parental mental health screening into pediatric visits, partner with family-serving organization(s) and/or community members to develop a CYSHCN-focused/awareness building social media campaign, training program, or peer support network). **What is your anticipated outcome?**	**cy 2.2.1** ☐ Suggested local activity (Optional): Participate in a workgroup or training covering primary prevention or Policy, Systems, or Environmental change (PSE) strategies/interventions to enhance resilience and mental wellness for CYSHCN families and develop a success story to share out best practices with other local MCAH Directors. **What is your anticipated outcome?**
cy 2.1.2 ☐ Other local activity (Please Specify/Optional): **What is your anticipated outcome?**	**cy 2.2.2** ☐ Other local activity (Please Specify/Optional): **What is your anticipated outcome?**

CYSHCN Focus Area 3: Social Determinants & Family Supports

CYSHCN Social Determinants & Family Supports Objective 2: Strategy 1: Partner with diverse organizations to build workforce capacity to serve CYSHCN and their families.	**CYSHCN Social Determinants & Family Supports Objective 2: Strategy 2:** Lead development of informational platforms and tools for CYSHCN and their families
Local Activities for CYSHCN Objective 2: Strategy 1:	**Local Activities for CYSHCN Objective 2: Strategy 2:**
cy 3.1.1 ☐ Suggested local activity (Optional): Implement a project focused on social and community inclusion for CYSHCN and their families (examples: partner with Parks and Recreation departments to make public spaces and events more inclusive; partner with community organizations or government agencies to improve emergency preparedness and disaster relief support for CYSHCN and their families). **What is your anticipated outcome?**	**cy 3.2.1** ☐ Other local activity (Please Specify/Optional): **What is your anticipated outcome?**
cy 3.1.2 ☐ Suggested local activity (Optional): Partner with youth-facing programs and organizations (examples: youth community groups, service clubs, and youth serving non-profits) to include CYSHCN populations, considerations, and voices in programming, resource development, and event planning. **What is your anticipated outcome?**	
cy 3.1.3 ☐ Other local activity (Please Specify/Optional): **What is your anticipated outcome?**	

Section C: Local Activities by Domain
At least one activity must be selected or the LHJ must develop at least one activity of their own in the Adolescent Health Do main

Adolescent Domain	
Adolescent Priority Need: *Enhance strengths, skills, and access to equitable supports, ensuring all youth thrive.*	
Performance Measures (National/State Performance Measures)	**NPM: Adolescent Well-Visit:** Percent of adolescents, ages 12 through 17, with a preventive medical visit in the past year
Adolescent State Objective: By 2030, increase the percentage of adolescents, ages 12 through 17, with a preventive medical visit in the past year from 62.9% to 66%.	

Adolescent Focus Area 1: Access to Quality Care & Services	
Adolescent Access to Quality Care & Services: Strategy 1: Improve awareness of and access to quality youth-friendly care	**Adolescent Access to Quality Care & Services: Strategy 2:** Support youth in valuing and prioritizing preventive care
Local Activities for Adolescent Objective: Strategy 1:	**Local Activities for Adolescent Objective: Strategy 2:**
a 1.1.1 ☐ Suggested local activity (Optional): Promote and/or collaborate with school-linked/school-based services and school-based health centers to increase youth linkage to and engagement in health services. **What is your anticipated outcome?**	**a 1.2.1** ☒ Suggested local activity (Optional): Disseminate information to youth and youth-serving partners about what happens during a preventive care visit and the benefits of attending recommended preventive care appointments (youth voice is encouraged in this work). **What is your anticipated outcome?** Youth and youth-serving partners will have an increased understanding of what happens during a preventive care visit, why preventive care is important, and how attending recommended

	appointments supports overall health and well-being. As a result, youth will feel more confident navigating the health care system, asking questions, and advocating for their own preventive health needs. Youth-serving partners will be better equipped to encourage and normalize preventive care in their interactions with young people.
a 1.1.2 ☐ Suggested local activity (Optional) Disseminate information to youth and youth-serving partners about insurance coverage, minor consent, and confidentiality for primary and behavioral health care services. **What is your anticipated outcome?**	**a 1.2.2** ☐ Other local activity (Please Specify/Optional): **What is your anticipated outcome?**
a 1.1.2 ☐ Other local activity (Please Specify/Optional): **What is your anticipated outcome?**	

Adolescent Focus Area 2: Mental Health & Substance Use	
<u>Adolescent Mental Health & Substance Use: Strategy 1:</u> Promote primary prevention and early intervention best practices for behavioral health	**<u>Adolescent Mental Health & Substance Use: Strategy 2:</u>** Enhance resilience and coping skills
Local Activities for Adolescent Objective: Strategy 1:	**Local Activities for Adolescent Objective: Strategy 2:**
a 2.1.1 ☐ Suggested local activity (Optional):	**a 2.2.1** ☐ Suggested local activity (Optional):

Partner to disseminate training opportunities and resources for youth and those that work with youth related to adolescent mental health and well-being, substance use disorder education/prevention/intervention, and harm-reduction strategies. **What is your anticipated outcome?**	Promote resources and supports for youth around healthy relationships with self and others (family, peer, romantic and sexual partners). **What is your anticipated outcome?**
a 2.1.2 ☐ Other local activity (Please Specify/Optional): **What is your anticipated outcome?**	**a 2.2.2** ☐ Other local activity (Please Specify/Optional): **What is your anticipated outcome?**

Adolescent Focus Area 4: Physical Health & Prevention	
Adolescent Physical Health & Prevention: Strategy 1: Promote youth-friendly sexual and reproductive health services, information, and education	**Adolescent Physical Health & Prevention: Strategy 2:** Enhance skills for independent living and transition to adulthood
Local Activities for Adolescent Objective: Strategy 1:	**Local Activities for Adolescent Objective: Strategy 2:**
a 4.1.1 ☐ Suggested local activity (Optional): Promote medically accurate adolescent sexual and reproductive health practices by disseminating information, resources, and training opportunities to local youth-serving agencies and organizations. **What is your anticipated outcome?**	**a 4.2.1** ☐ Suggested local activity (Optional): Partner with CDPH/MCAH to utilize evidence-based and/or evidence-informed tools and resources (such as the AFLP Positive Youth Development (PYD) approach or other strengths-based frameworks) to enhance autonomy and increase opportunities to improve health, social, and educational outcomes as youth transition to adulthood. **What is your anticipated outcome?**

a 4.1.2 ☐ Other local activity (Please Specify/Optional): **What is your anticipated outcome?**	**a 4.2.2** ☐ Other local activity (Please Specify/Optional): **What is your anticipated outcome?**

Date: 5/20/26

Agency Information Form

Agreement Period: July 1, 2026 – June 30, 2029

Agencies are required to submit an updated signed copy (wet or electronic signature) of this form to begin each agreement period.

An Agency information is required for each program. There are different options to complete the Agency Information Form depending on the needs of your LHJ:

Option 1 – Use AIF Option 1 to enter all contact information and check boxes for each applicable program. *Ideal for agencies whose staff overlaps across programs.*

Option 2 – Use AIF Option 2 to enter all contact information separated by program. *Ideal for agencies with larger staffing needs that vary across programs.*

For any staff changes beyond the initial submission, agencies are required to submit an updated Agency Information Form as changes occur during the fiscal year. Any updates must be submitted to your assigned Contract Liaison as soon as possible.

Any program-related information being sent from the CDPH MCAH Division will be directed to all Program Directors.

Agency Identification Information

Official Agency Name Inyo County Health & Human Services

Program (select all that apply)

- ☐ **AFLP**
- ☐ **BIH**
- **CHVP**
  - ☑ EBHV
  - ☐ INNV
  - ☐ MIECHV
- ☑ **MCAH**
- ☐ **PEI**

Federal Employer ID#(FEIN): 95 6005445

Fi$Cal ID#: 14

Unique Entity Identifier (UEI)#:

Business Office Address: 1360 N. Main St. Bishop CA 95314

Agency Phone: 760 873 7868

Agency Fax: 760 873 7800

Agency Website: inyocounty.us

Agency Remittance Address (please include ATTN: Name/ Department) *:

155 Market Street Drawer A

Independence, CA 93526

Agency Information Form Option 1– Main Points of Contact

#	Title	First Name	Last Name	Phone	Email	Programs		Auth. to sign budgets and/or invoices	Signature if authorized	Date
1	AGENCY EXECUTIVE DIRECTOR	Anna	Scott	760-873-3305	ascott@inyocounty.us	☐AFLP ☐ BIH ☑ MCAH ☐ PEI	☐ MIECHV ☑ EBHV ☐ INNV	Both		
2	MCAH DIRECTOR	Laura	Kennedy	760-873-6181	lkennedy@inyocounty.us	☐AFLP ☐ BIH ☑ MCAH ☐ PEI	☐ MIECHV ☑ EBHV ☐ INNV	Invoices		
3	PROJECT COORDINATOR					☐AFLP ☐ BIH ☐ MCAH ☐ PEI	☐ MIECHV ☐ EBHV ☐ INNV			
4	FISCAL CONTACT	Joey	Peterson	760-878-0261	joey.peterson@inyocounty.us	☐AFLP ☐ BIH ☑ MCAH ☐ PEI	☐ MIECHV ☑ EBHV ☐ INNV	No		
5	FISCAL OFFICER	Lyndsey	Garrett	760-878-0261	lgarrett@inyocounty.us	☐AFLP ☐ BIH ☑ MCAH ☐ PEI	☐ MIECHV ☑ EBHV ☐ INNV	Budgets		
6	CLERK OF THE BOARD *OR*	Darcy	Israel	760-878-0373	disrael@inyocounty.us	☐AFLP ☐ BIH ☐ MCAH ☐ PEI	☐ MIECHV ☐ EBHV ☐ INNV	No		
7	CHAIR BOARD OF SUPERVISORS	Trina	Orrill	760-878-0373	torrill@inyocounty.us	☐AFLP ☐ BIH ☐ MCAH ☐ PEI	☐ MIECHV ☐ EBHV ☐ INNV	No		
8	OFFICIAL AUTHORIZED TO COMMIT AGENCY	Anna	Scott	760-873-3305	ascott@inyocounty.us	☐AFLP ☐ BIH ☑ MCAH ☐ PEI	☐ MIECHV ☑ EBHV ☐ INNV	Both		

Agency Information Form Option 1– Additional Contacts

#	Title	First Name	Last Name	Phone	Email	Programs		Auth. to sign budgets and/or invoices	Signature if authorized	Date
9	HHS Assistant Director	Gina	Ellis	760-873-3305	gellis@inyocounty.us	☐AFLP ☐ BIH ☑ MCAH ☐ PEI	☐ MIECHV ☑ EBHV ☐ INNV	Both		
10	Deputy Director of Public Health & Prevention	Stephanie	Tanksley	760-873-7359	stanksley@inyocounty.us	☐AFLP ☐ BIH ☑ MCAH ☐ PEI	☐ MIECHV ☑ EBHV ☐ INNV	Invoices		
11	First 5 Program Manager	Katelyne	Lent	760-873-6453	klent@inyocounty.us	☐AFLP ☐ BIH ☐ MCAH ☐ PEI	☐ MIECHV ☑ EBHV ☐ INNV	No		
12	Home Visiting Supervisor	Elizabeth	Darcy	760-873-6453	edarcy@inyocounty.us	☐AFLP ☐ BIH ☐ MCAH ☐ PEI	☐ MIECHV ☑ EBHV ☐ INNV	No		
13						☐AFLP ☐ BIH ☐ MCAH ☐ PEI	☐ MIECHV ☐ EBHV ☐ INNV			
14						☐AFLP ☐ BIH ☐ MCAH ☐ PEI	☐ MIECHV ☐ EBHV ☐ INNV			
15						☐AFLP ☐ BIH ☐ MCAH ☐ PEI	☐ MIECHV ☐ EBHV ☐ INNV			
16						☐AFLP ☐ BIH ☐ MCAH ☐ PEI	☐ MIECHV ☐ EBHV ☐ INNV			

INYO COUNTY BOARD OF SUPERVISORS

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

DAVID FRASER
County Administrative Officer

DARCY ISRAEL
Asst. Clerk of the Board

AGENDA ITEM REQUEST FORM

May 26, 2026

Reference ID: 2026-323

Behavioral Health Advisory Board Appointment

Health & Human Services

ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Melissa Best-Baker, Deputy Director - Fiscal Oversight and Special Operations	Anna Scott, Health & Human Services Director

RECOMMENDED ACTION:

Appoint Hayley Carter to an unexpired three-year term on the Behavioral Health Advisory Board ending June 30, 2029.

BACKGROUND / SUMMARY / JUSTIFICATION:

In accordance with the by-laws of the Behavioral Health Advisory Board (BHAB) and Welfare and Institutions Code (WIC) 5604 et seq., a minimum of a five-member board is to be maintained in order to, among other duties, advise the Board of Supervisors and the Behavioral Health Director on services and operations of the local behavioral health program.

The BHAB also serves a quality improvement and advocacy function. The BHAB strives to represent the consumers of Behavioral Health services in shaping Behavioral Health services. The Board is to be made up of persons with interest in behavioral health issues including persons with lived experience.

In accordance with these duties, the BHAB requests the appointment of Ms. Hayley Carter. She submitted a letter of interest during a recent recruitment conducted by your Assistant Clerk of the Board. This appointment will leave only one vacancy on the board. We are very fortunate to have individuals within our community as well as on this Board. We appreciate their interest and commitment in Behavioral Health and the provision of quality services.

FISCAL IMPACT:

There is no fiscal impact associated with this agenda item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to appoint the applicant and re-open the recruitment. This is not recommended as it would cause a delay in reaching a quorum and conducting regular business.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

APPROVALS:

Melissa Best-Baker	Created/Initiated - 05/05/2026
Darcy Israel	Approved - 05/12/2026
Anna Scott	Approved - 05/12/2026
John Vallejo	Approved - 05/14/2026
Denelle Carrington	Final Approval - 05/15/2026

ATTACHMENTS:

1. Letter of Interest - H. Carter

Hayley Carter
171 S. Clay Street, P.O. Box 159
Independence, CA 93526
hcarterdesertjam@gmail.com
(760) 258-7788

March 23, 2026

Inyo County Clerk of the Board of Supervisors
Re: Behavioral Health Advisory Board/Letter of Interest
P.O. Drawer N
Independence, CA 93526

Dear Members of the Inyo County Board of Supervisors,

I'm writing to express my interest in serving as a Caregiver/Parent Representative on the Behavioral Health Advisory Board.

Having navigated the Behavioral Health system alongside my child and continuing to support him into adulthood, I've seen firsthand the challenges families face and the critical need for accessible services in our community. This lived experience fuels my commitment to advocating for families, strengthening communication between caregivers and providers, and finding programs that truly meet local mental health needs. I bring strong communication skills, a collaborative mindset, and a desire to represent caregiver perspectives with honesty, empathy, and respect.

Thank you for your time and consideration.

Sincerely,

Hayley Carter

INYO COUNTY BOARD OF SUPERVISORS

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

DAVID FRASER
County Administrative Officer

DARCY ISRAEL
Asst. Clerk of the Board

AGENDA ITEM REQUEST FORM

May 26, 2026

Reference ID: 2026-298

Amendment No. 2 to Contract with GHC (Generations Health Care) of Upland SNF, LLC, DBA Heritage Park Nursing Center

Health & Human Services - Behavioral Health

ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Lucy Vincent, Administrative Secretary	Anna Scott, Health & Human Services Director

RECOMMENDED ACTION:

Approve Amendment No. 2 to the contract between the County of Inyo and GHC (Generations Health Care) of Upland SNF, LLC, DBA Heritage Park Nursing Center for the provision of Hospital Inpatient Psychiatric Services, increasing the contract amount by $45,000 to an amount not to exceed $147,000 for Fiscal Year 2025-2026, and authorize the Health and Human Services Director to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

Heritage Park Nursing Center is a Skilled Nursing Facility (SNF) that provides specialized inpatient behavioral health care and additional services for people in need of that level of care. Your Board approved Amendment No. 1 on March 17, 2026. In the meantime, an Inyo County LPS conservatee placed at Heritage Park Nursing Center was moved to a higher level of care and daily costs have increased as a result. Therefore, the Department is requesting an increase in the not-to-exceed limit of this contract.

FISCAL IMPACT:

Funding Source	Non-General Fund Mental Health Realignment or State Grant	**Budget Unit**	045200
Budgeted?	Yes	**Object Code**	5265
Recurrence	One-Time Expenditure / Ongoing Expenditure	**Sole Source?**	Yes

If Sole Source, provide justification below

Due to limited bed availability and client needs, we requested this facility be deemed a sole source when the original contract was approved.

Current Fiscal Year Impact
Up to $147,000 for the period between July 1, 2025 and June 30, 2026
Future Fiscal Year Impacts
N/A
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could decide not to approve this contract amendment. This is not recommended as it would jeopardize the placement of the LPS conservatee.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Inyo County Courts

STRATEGIC PLAN ALIGNMENT:

Thriving Communities I Enhanced Health, Social, & Senior Services

APPROVALS:

Lucy Vincent	Created/Initiated - 04/27/2026
Darcy Israel	Approved - 04/29/2026
Lucy Vincent	Approved - 04/29/2026
Melissa Best-Baker	Approved - 04/29/2026
Gina Ellis	Approved - 05/01/2026
Anna Scott	Approved - 05/01/2026
Amy Shepherd	Approved - 05/01/2026
Christian Milovich	Approved - 05/19/2026
John Vallejo	Approved - 05/19/2026
Denelle Carrington	Final Approval - 05/19/2026

ATTACHMENTS:

1. Amendment No. 2
2. Amendment No. 1

AMENDMENT NUMBER TWO (2) TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
GHC OF UPLAND SNF, LLC, DBA HERITAGE PARK NURSING CENTER FOR THE PROVISION OF
HOSPITAL INPATIENT PSYCHIATRIC SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and GHC of Upland SNF, LLC, DBA Heritage Park Nursing Center (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Hospital Inpatient Psychiatric Services dated July 1, 2025 for the initial term of July 1, 2025 to June 30, 2026 (hereinafter "Agreement").

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

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; and

NOW, THEREFORE, the parties agree as follows:

1. Paragraph 3.C. shall be replaced in its entirety by the following language:

Limit upon amount payable under Agreement. The total sum of all payments made by County to Contractor for services and work performed under this Agreement shall not exceed $147,000 (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the contract limit.

2. All other terms and conditions of the Agreement not expressly amended shall remain in full force and effect.

AMENDMENT NUMBER TWO (2) TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
GHC OF UPLAND SNF, LLC, DBA HERITAGE PARK NURSING CENTER FOR
THE PROVISION OF
HOSPITAL INPATIENT PSYCHIATRIC SERVICES

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

COUNTY OF INYO

By:_____

Dated:_____

CONTRACTOR

By:_____

Dated: 04/17/2026

APPROVED AS TO FORM AND LEGALITY:

Christian E. Milovich
_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Amy Shepherd (Apr 20, 2026 15:18:48 PDT)
_____
County Auditor

APPROVED AS TO RISK ASSESSMENT:

Aaron Holmberg (Apr 21, 2026 07:12:13 PDT)
_____
County Risk Manager

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a regular meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 17th day of March 2026 an order was duly made and entered as follows:

HHS-Behavioral Health – Generations Health Care of Upland Contract Amendment No. 1	Moved by Supervisor Roeser and seconded by Supervisor Wadelton to approve Amendment No. 1 to the contract between the County of Inyo and Generations Health Care of Upland SNF, LLC, DBA Heritage Park Nursing Center for the provision of Hospital Inpatient Psychiatric Services, increasing the contract amount by $62,000 to an amount not to exceed $102,000 for Fiscal Year 2025-2026, and authorize the Health and Human Services Director to sign. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 17th
Day of March, 2026

DAVID FRASER
Clerk of the Board of Supervisors

By: _____

Routing
CC *Purchasing* *Personnel* *Auditor* *CAO* *Other: HHS* *DATE: March 20, 2026*

INYO COUNTY BOARD OF SUPERVISORS

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

DAVID FRASER
County Administrative Officer

DARCY ISRAEL
Asst. Clerk of the Board

AGENDA ITEM REQUEST FORM

March 17, 2026

Reference ID: 2026-141

Amendment No. 1 to the Contract between County of Inyo and Generations Health Care of Upland Skilled Nursing Facility LLC dba Heritage Park Nursing Center for the Provision of Hospital Inpatient Psychiatric Services

Health & Human Services - Behavioral Health

ACTION REQUIRED

ITEM SUBMITTED BY
Lucy Vincent, Administrative Secretary

ITEM PRESENTED BY
Anna Scott, Health & Human Services Director

RECOMMENDED ACTION:
Approve Amendment No. 1 to the contract between the County of Inyo and Generations Health Care of Upland SNF, LLC, DBA Heritage Park Nursing Center for the provision of Hospital Inpatient Psychiatric Services, increasing the contract amount by $62,000 to an amount not to exceed $102,000 for Fiscal Year 2025-2026, and authorize the Health and Human Services Director to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:
Heritage Park Nursing Center is a Skilled Nursing Facility (SNF) that provides specialized inpatient behavioral health care and additional services for people in need of that level of care. Health and Human Services is respectfully requesting an increase in the not-to-exceed limit of this contract to pay for the psychiatric and other professional medical services that Heritage Park Nursing Center provides to the Lanterman-Petris-Short (LPS) Act conserved individual currently placed there.

FISCAL IMPACT:

Funding Source	Non-General Fund Mental Health Realignment	**Budget Unit**	045200
Budgeted?	Yes	**Object Code**	5265
Recurrence	One-Time Expenditure / Ongoing Expenditure	**Sole Source?**	Yes

If Sole Source, provide justification below

Current Fiscal Year Impact
Up to $102,000 for the period between July 1, 2025 and June 30, 2026
Future Fiscal Year Impacts
N/A

Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could decide not to approve this contract amendment. This is not recommended as it would jeopardize the placement of the LPS conservatee.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Inyo County Courts

STRATEGIC PLAN ALIGNMENT:

Thriving Communities I Enhanced Health, Social, & Senior Services

APPROVALS:

Lucy Vincent	Created/Initiated - 02/20/2026
Darcy Israel	Approved - 02/20/2026
Lucy Vincent	Approved - 02/20/2026
Melissa Best-Baker	Approved - 02/23/2026
Anna Scott	Approved - 02/23/2026
Amy Shepherd	Approved - 02/23/2026
Christian Milovich	Approved - 02/24/2026
John Vallejo	Approved - 02/24/2026
David Fraser	Final Approval - 02/25/2026

ATTACHMENTS:

1. Contract Amendment No. 1
2. Contract

AMENDMENT NUMBER ONE (1) TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
GHC OF UPLAND SNF, LLC, DBA HERITAGE PARK NURSING CENTER FOR THE PROVISION OF
HOSPITAL INPATIENT PSYCHIATRIC SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and GHC of Upland SNF, LLC, DBA Heritage Park Nursing Center (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Hospital Inpatient Psychiatric Services dated July 1, 2025 for the initial term of July 1, 2025 to July 30, 2026 (hereinafter "Agreement").

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

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; and

NOW, THEREFORE, the parties agree as follows:

1. Paragraph 3.C. shall be replaced in its entirety by the following language:

Limit upon amount payable under Agreement. The total sum of all payments made by County to Contractor for services and work performed under this Agreement shall not exceed $102,000 (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the contract limit.

2. All other terms and conditions of the Agreement not expressly amended shall remain in full force and effect.

AMENDMENT NUMBER ONE (1) TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
GHC OF UPLAND SNF, LLC, DBA HERITAGE PARK NURSING CENTER FOR THE PROVISION OF
HOSPITAL INPATIENT PSYCHIATRIC SERVICES

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS 17th **DAY OF** March, 2026.

COUNTY OF INYO

By: _____

Dated: 3/17/26

CONTRACTOR

By: _____

Dated: 2-3-2026

APPROVED AS TO FORM AND LEGALITY:

Christian E. Milovich

County Counsel

APPROVED AS TO ACCOUNTING FORM:

Armand Pigeon

County Auditor

APPROVED AS TO RISK ASSESSMENT:

Aaron Holmberg (Feb 11, 2026 11:31:06 PST)

County Risk Manager

AGREEMENT BETWEEN COUNTY OF INYO AND GHC OF UPLAND SNF, LLC, DBA HERITAGE PARK NURSING CENTER FOR THE PROVISION OF HOSPITAL INPATIENT PSYCHIATRIC SERVICES

WHEREAS, the County of Inyo will likely have the need for the provision of psychiatric and other professional medical services including evaluation and treatment of persons who meet the qualifications for involuntary detention, evaluation, and treatment as a result of a mental disorder (hereinafter "Hospital Inpatient Psychiatric Services") pursuant to and in accordance with the Bronzan-McCorquodale Act (herein "BMA") and its predecessor, the Short-Doyle Act, in conjunction with the Lanterman-Petris-Short Act (herein "LPS") Acts, as set forth in the California Welfare and Institutions Code (herein "W&I"), and related California and federal law. (All references in this Agreement to BMA shall constitute references also to the Short-Doyle Act to the extent, if any, that the Short-Doyle Act is applicable.)

WHEREAS, the County of Inyo (hereinafter referred to as "County") hereby contracts with GHC of Upland SNF, LLC, DBA Heritage Park Nursing Center (hereinafter "Contractor") for the provision of Hospital Inpatient Psychiatric Services.

NOW THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the Parties agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment **A**, attached hereto and incorporated by reference. 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 Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor 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.

2. TERM.

The term of this Agreement shall be from July 1, 2025 to June 30, 2026 unless sooner terminated as provided for in paragraph 16 of this Agreement.

3. CONSIDERATION.

A. Compensation. County shall pay to Contractor in accordance with the Schedule of Fees set forth as Attachment **B-1** attached hereto and incorporated by reference for the services and work described in this Agreement which are performed by Contractor at the County's request.

B. No additional consideration. Except as expressly provided in this Agreement, Contractor 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, Contractor 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.

C. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed Fifty thousand dollars and zero cents ($50,000) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

D. Billing and payment. Billing and payment terms and conditions are set forth in Attachment **B** attached hereto and incorporated by reference.

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

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

F. Utilization Controls. As an express condition precedent to maturing the County's payment obligations under this Agreement, Contractor shall adhere to the County's

Quality Management Plan including utilization controls, DMH Letters/Notices, as well as Sections 5777(g) and 5778(n) of the Welfare and Institutions Code and regulations adopted pursuant thereto.

4. DESIGNATION OF FACILITY FOR INVOLUNTARY TREATMENT.

County hereby designates Contractor as a facility for involuntary and intensive treatment as provided in Sections 5150, 5250, and 5350 et seq. of the Welfare and Institutions Code. Contractor hereby represents and warrants that it is approved for involuntary treatment by the California State Department of Mental Health and complies with certification review hearing procedures required by Article 4 of the Welfare and Institutions Code.

5. TIME OF THE ESSENCE.

Time is of the essence in the performance of this Agreement.

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county and municipal governments, for contractor to provide the services and work described in Attachment **A** must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor 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 Contractor at no expense to the County. Contractor 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 Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment **A**, County reserves the right to make such determinations for purposes of this Agreement.

B. Contractor further represents and warrants that it is currently, and for the duration of this Contract shall remain, licensed as a general acute care hospital or acute psychiatric hospital in accordance with Section 1250 et seq. of the Health and Safety Code and the licensing regulations contained in Titles 22 and 17 of the California Code of Regulations. Contractor further represents and warrants that it is currently, and for the duration of the Contract shall remain, certified under Title XVIII of the Federal Social Security Act.

C. Contractor agrees that compliance with its obligations to remain licensed as a general acute care Hospital or acute psychiatric Hospital and certified under Federal Social Security Act shall be express conditions precedent to maturing the County's payment obligations under Attachment **B** of this Agreement.

D. Contractor represents and warrants that all inpatient medical subcontractors will maintain licensing and certification required for the delivery of their professional services in California.

E. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor 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. CONTRACTOR FACILITIES.

Contractor shall, at its own expense, provide and maintain facilities and professional, allied, and supportive paramedical personnel which will enable it to provide all necessary and appropriate psychiatric inpatient hospital services. In addition, Contractor shall provide and maintain the organizational and administrative capabilities to carry out its duties and responsibilities under this Contract and all applicable statutes and regulations pertaining to Medi-Cal providers.

8. STATUS OF CONTRACTOR.

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

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

B. Contractor 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 Contractor in fulfillment of this Agreement.

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

D. Contractor shall be solely responsible for, and shall have exclusive control over, the exercise of professional medical judgment with respect to services provided by

Contractor to a Patient pursuant to this Agreement. Nothing in this Agreement is intended to, or shall be construed to, limit, condition, restrict, or otherwise control the independent exercise of professional medical judgment of Contractor by County. However, in some incidents described in Attachments **A** and **B**, County requires preauthorization for payment of services provided.

9. INSURANCE.

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

10. DEFENSE AND INDEMNIFICATION.

Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against liability, loss, damage, expense, costs arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damages which was caused by the sole negligence or willful misconduct of the County. The foregoing indemnification provision will remain in effect following the termination of this Agreement.

11. RECORDS.

A. The Contractor shall:

(1) Maintain books, records, documents and other evidence, accounting procedures, and practices sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Contract.

(2) Maintain such information in accordance with Medicare principles of reimbursement and generally accepted accounting principles and shall be consistent with the requirements of the Office of Statewide Health Planning and Development.

(3) Maintain medical records required by Sections 70747-70751 of the California Code of Regulations, and other records related to a Beneficiary's eligibility for services, the services rendered, the Beneficiary to whom the service was rendered, the date of the service, the medical necessity of the service and the quality of the care provided. Records shall be maintained in accordance with Section 51476 of Title 22 of the California Code of Regulations. The foregoing constitutes "records" for the purposes of this paragraph.

(4) Subject the facility or office, or such part thereof as may be engaged in the performance of the Contract, and the information specified in this Paragraph at all reasonable times to inspection, audits, and reproduction by any duly authorized agents of the County, Department, Department of Mental Health, the Federal Department of Health and Human Services and Controller General of the United States. The Federal Department of Health and Human Services and Controller General of the United States are intended third party beneficiaries of this covenant.

(5) Preserve and make available its records relating to payments under this Contract for a period of seven (7) years from the close of the Contractor's fiscal year, or for such longer period, required by Sub-paragraphs (a) and (b) below.

(a) If this Contract is terminated, the records relating to the work performed prior to its termination shall be preserved and made available for a period of seven (7) years from the date of the last payment made under the Contract.

(b) If any litigation, claim, negotiation, audit, or other action involving the records has been stated before the expiration of the seven-year period, the related records shall be retained until completion and resolution of all issues arising therefrom or until the end of the seven-year period whichever is later.

12. AUDIT.

A. Agents of the County and the State Department of Mental Health shall conduct periodic audits or reviews, including onsite audits or reviews, of performance under this Contract. These audits or reviews may evaluate the following:

(1) Level and quality of care, and the necessity and appropriateness of the services provided.
(2) Internal procedures for assuring efficiency, economy, and quality of care.
(3) Compliance with County Client Grievance Procedures.
(4) Financial records when determined necessary to protect public funds.

B. The Contractor shall make adequate office space available for the review team or auditors to meet and confer. Such space must be capable of being locked and secured to protect the work of the review team or auditors during the period of their investigation.

C. Onsite reviews and audits shall occur during normal working hours with at least 72-hour notice, except that unannounced onsite reviews and requests for information may be made in those exceptional situations where arrangement of an appointment beforehand is clearly not possible or clearly inappropriate to the nature of the intended visit.

13. NONDISCRIMINATION.

The Contractor shall not discriminate in the provision of services because of race, color, religion, ancestry, gender, sexual orientation, age, national origin, or mental or physical handicap as provided by state and federal law. In addition:

A. For the purpose of this Contract, distinctions on the grounds of race, color, religion, ancestry, gender, sexual orientation, age, national origin, or mental or physical handicap include but are not limited to the following; denying a Beneficiary any services or benefit which is different, or is provided in a different manner or at a different time from that provided other Beneficiaries under this Contract; subjecting a Beneficiary to segregation or separate treatment in any manner related to his/her receipt of any service; restricting a Beneficiary in any way in the enjoyment, advantage or privilege enjoyed by others receiving any service or benefit; treating a Beneficiary any differently from others in

determining whether the Beneficiary satisfied any admission, eligibility, other requirements or condition which individuals must meet in order to be provided any benefit; or assigning times or places for the provision of services on the basis of the race, color, religion, ancestry, gender, sexual orientation, age, national origin, or mental or physical handicap of the Beneficiaries to be served.

B. The Contractor shall take action to ensure that services to intended Beneficiaries are provided without regard to race, color, religion, ancestry, gender, sexual orientation, age, national origin, or mental or physical handicap.

14. NONDISCRIMINATION POLICY.

A. Contractor has adopted and shall maintain written nondiscriminatory policies, which are available and practiced by Contractor in the employment of personnel, which provide for nondiscrimination on the basis of race, color, religion, ancestry, gender, sexual orientation, national origin, age, or mental or physical handicap, or on any other basis prohibited by law.

B. Pursuant to performance contract requirements imposed on County by the California Department of Mental Health, County and Contractor, as its subcontractor for purposes of the performance contract, agree as follows:

"During the performance of this contract, Contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, natural origin, ancestry, physical handicap, medical condition, martial status, age, gender, or sexual orientation. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5, Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement."

15. TERMINATION.

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor sixty (60) days' written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving sixty (60) days' written notice of such intent to cancel to County. In the event of termination, Contractor shall be compensated in accordance with the terms of this Agreement for all services performed to the termination date. In the event a Patient remains hospitalized on the termination date, Contractor shall continue to provide services to such Patient until the Patient is discharged or otherwise transferred pursuant to paragraph 4.2 of Attachment **A**.

16. ASSIGNMENT.

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

17. SUBCONTRACTORS.

Contractor acknowledges and agrees that in the event Contractor engages a subcontractor to assist in the performance of any of Contractor's obligations pursuant to this Agreement, Contractor shall remain legally responsible for performance of all of the terms and conditions applicable to Contractor hereunder.

18. DEFAULT.

If a party defaults in performing its obligations hereunder ("Defaulting Party") through no substantially contributing fault of the other party ("Non-defaulting Party"), the Non-defaulting Party may give the Defaulting Party written notice of the default. If the Defaulting Party fails to cure the default or initiate and diligently pursue efforts accepted by the Non-defaulting Party to cure the default within thirty (30) days after the Defaulting Party receives the notice, the Non-defaulting Party may terminate this Agreement by giving the Defaulting Party written notice of termination, effective upon the date of the notice or such later termination date as specified in the notice.

19. 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 of any provision or breach of this Agreement shall not be deemed to be a waiver of that provision or other provision or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-eight (28) below.

20. STANDARD OF PERFORMANCE.

Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent provider of inpatient hospital psychiatric services to patients involuntarily detained by reason of mental disorder.

21. GOVERNING LAW.

A. Contractor agrees to comply with all applicable provisions of federal and state statutes, regulations, and other applicable law, and, to the extent consistent with applicable law, with all applicable State of California and Federal policies, including, without limitation:

a. W&I, Divisions 5, 6, and 9;
b. California Code of Regulations, Title 9;
c. California Code of Regulations, Title 22;
d. BMA, Short-Doyle and Short-Doyle/Medi-Cal policies, including without limitation, such policies as set forth in applicable DMH Letters and the applicable Cost Reporting/Data Collection ("CR/DC") Manual;
e. Title XIX of the U.S. Social Security Act, and
f. The Rehabilitation Act of 1973, Section 504 (Title 29, United States Code, Section 794 as amended from time to time).

22. CONFIDENTIALITY.

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

23. USE OF INFORMATION.

With respect to any identifiable information concerning Beneficiaries under this Contract that is obtained by the Contractor, the Contractor shall:

A. Not use any such information for any purpose other than carrying out the express terms of this Contract.

B. Promptly transmit to the County all requests for disclosure of such information.

C. Not disclose, except as otherwise specifically permitted by this Contract, any such information to any party other than the County without the County's prior written authorization specifying that the information may be released under Title 45, Code of Federal Regulations Section 205.50 and Sections 10850 and 14100.2 of the Welfare and Institutions Code; and regulations adopted pursuant thereto; and

D. At the termination of this Contract, return all such information to the County or maintain such information according to written procedures sent to the Contractor by the County.

24. CONFLICTS.

Contractor 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.

25. POST AGREEMENT COVENANT.

Contractor 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.

26. 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.

27. 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 Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-eight (28) (Amendment).

28. 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.

29. STAFF AVAILABILITY.

Inyo County BHS shall provide for the availability of authorized BHS staff by pager/telephone on a 24-hour per day basis for the purposes of telephone communications between Contractor and BHS which are required pursuant to this Agreement.

30. NOTICE.

Any notice, request for approval, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor 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/ Behavioral Health Services:
HHS – Behavioral Health Department
1360 North Main Street, Suite 111
Bishop, CA 93514
1-800-841-5011 BHS Staff 24- Hour Phone No.

Contractor:
GHC of Upland SNF, LLC dba Heritage Park Nursing Center
Attention: Administrator
275 Garnet Way
Upland, CA 91786

Copy to:
Generations Healthcare
Attention: Legal Counsel
6 Hutton Centre Drive, Suite 400
Santa Ana, CA 92707
ContractNotice@lifegen.net

31. 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.

COUNTY OF INYO

By: _____
Signature

Anna Scott
Print or Type Name

Date: 07/09/2025

CONTRACTOR

By: _____
Signature

Lois Mastrocola
Print or Type Name

Date: 06/25/2025

APPROVED AS TO FORM AND LEGALITY:

Christian E. Milovich
_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Kortni Girardin (Jul 9, 2025 11:42 PDT)
_____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

K Oney
_____
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

Aaron Holmberg (Jul 9, 2025 12:00 PDT)
_____
County Risk Manager

ATTACHMENT A – SCOPE OF WORK

1. Definitions. The following definitions apply for the purposes of this contract:

1.1. Administrative Day. "Administrative Day" means those days authorized by a designated point of authorization or utilization review committee in an acute inpatient facility when, due to the lack of a Medi-Cal eligible nursing facility, the beneficiary stays at an acute inpatient facility beyond the beneficiary's need for acute care. The acute facility is responsible for contacting appropriate facilities within a 60-mile radius at least once each five working days until the beneficiary is placed or no longer requires that level of care. These contacts must be documented by a brief description of status and the signature of the person making the contacts. The physician's reviewer or the utilization review committee must monitor the beneficiary's chart on a weekly basis to determine if the beneficiary status has changed.

1.2. Beneficiary. "Beneficiary" means any patient referred by Inyo County and certified as eligible for services under the Medi-Cal program according to Section 51001, Title 22, California Code of Regulations, and any Indigent Patient.

1.3. Indigent Patient. An "Indigent Patient" is any Patient provided services pursuant to this Agreement for which: (a) Patient does not have ability to pay under the Uniform Method of Determining Ability to Pay (UMDAP) and; (b) Patient is not entitled to or eligible to receive full or partial payment benefits from (1) a private insurer or other private third-party, or (2) Medi-Cal or other such public assistance program. The Patient is deemed to be an "Indigent Patient" as to such service.

1.4. Patient. A Patient is defined as a person who is receiving services provided pursuant to this Agreement.

1.5. Psychiatric Inpatient Hospital Services. "Psychiatric Inpatient Hospital Services" means services provided either in an acute care hospital or a free-standing psychiatric hospital for the care and treatment of an acute episode of mental illness.

1.6. Non-Emergency Medical Services. County and Contractor acknowledge that a Patient may have or develop during hospitalization a non-emergency medical condition unrelated to the Patient's mental disorder. Contractor shall obtain prior authorization from County BHS for the provision of non-emergency medical services for the Patient. Such services are referred to herein as "Non-Emergency Medical Services."

2. Scope of Services. Contractor shall provide inpatient psychiatric services to patients referred by County to Contractor for involuntary detention, evaluation, and treatment pursuant to LPS and related applicable law, including without limitation, services relating to 72-hour detention (W&I § 5150), additional 14-day certification and detention (W&I § 5250), LPS temporary conservatorship (W&I § 5353), and LPS Conservatorship (W&I § 5358).

3. Mental Health Services. Contractor shall provide inpatient hospital psychiatric services to Patients referred by County BHS and accepted by the Contractor who are in need of such services and Emergency Medical Services or Authorized Medical Services (a) as required by LPS, other provisions of W&I Divisions 5, 6, and 9, Title 9 and Title 22 of the California Code of Regulations, and other applicable law, and (b) as are medically necessary or medically indicated for

care and treatment of the mental disorder of the Patient including, but not limited to, the following services:

3.1. Psychiatric history, diagnosis, and evaluation of the Patient which shall include an interview, mental status evaluation, diagnosis, and clinical recommendations, promptly upon the Patient's arrival at Contractor's facilities for evaluation and, thereafter, in accordance with requirements of LPS and applicable law.

3.2. Responsibility for providing or assuring the provision of professional medical services to perform a history and physical examination of each Patient promptly, and in any event, within twenty-four (24) hours after the Patient's admission to Hospital.

3.3. Approval of an individual treatment plan.

3.4. Psychiatric services compatible with the Patient's individual treatment plan.

3.5. Prescription of medication necessary for the treatment of the Patient's mental and physical health condition.

3.6. Discharge planning and continuing care planning.

3.7. Responsibility for providing or assuring the provision of all professional medical care and treatment of the Patient at Hospital's facilities.

Such services are referred to herein as "Mental Health Services."

4. Referral by County.

4.1. Notification. Prior to transporting a proposed Patient to Contractor's facilities, County BHS shall (a) contact Contractor by telephone to advise Contractor of the proposed Patient and his or her condition, (b) provide an expected time of arrival at Contractor's facilities, (c) confirm bed-availability at Contractor's facilities for the proposed Patient, (d) Confirm Patient is medically stable for transport, and (e) authorize the provision of services to the proposed Patient. County BHS shall be authorized and responsible for making such contacts for referral of persons to Contractor. However, County and Contractor acknowledge that County's law enforcement agencies may make such a contact in some cases. In the event Contractor receives a referral from a County law enforcement agency, Contractor shall notify BHS promptly by telephone of the referral, and request authorization from BHS for the provision of services to the person referred.

4.2. Transport Responsibility. In coordination with the Contractor, County shall be responsible, at County's expense, for causing proposed Patients and Patients to be transported to and from Contractor's facilities. In the event a referred Patient is not admitted pursuant to paragraph 6 below, or this Agreement is terminated, County BHS shall promptly make available to the proposed Patient transportation from Contractor's facilities.

Notwithstanding the foregoing, Contractor shall be responsible for transporting such Patients and proposed Patients, at Contractor's expense, in the event Contractor undertakes or authorizes such transportation for the purpose of providing services under this Agreement without the prior approval of BHS, except in the event of a medical emergency necessitating transport to another health care facility.

4.3. Certain Substance Abusers Ineligible. County and Contractor acknowledge and agree that persons who are under the influence of alcohol, drugs, or other chemical substances, but who are not otherwise suffering from a mental disorder, shall not be eligible for referral or admission to Contractor's facilities.

4.4. Medical Condition Beyond the Capability of Contractor. County and Contractor acknowledge and agree that persons who are determined to suffer from medical conditions other

than mental disorders for which Contractor is not licensed, or otherwise does not have the capability to provide care and treatment, may be determined by Contractor to be ineligible for admission. If such a condition develops after the Patient has been admitted the Contractor may transfer the Patient pursuant to paragraph 4.2.

4.5. Persons Requiring Law Enforcement Security. County shall be responsible for providing, at County's expense, continuous 24-hour security, including the presence of a law enforcement officer and other security measures as appropriate, for each Patient or proposed Patient who is in custody of the County Sheriff or other law enforcement agency as the result of arrest or conviction on criminal charges. Contractor assumes no responsibility for providing such security.

4.6. In the event Contractor reasonably determines that the security measures provided are inadequate to assure the safety and well-being of Contractor's other patients and other persons in Contractor's facilities, Contractor may:

(a) as to a proposed Patient, determine that the proposed Patient is ineligible for admission.

(b) as to a Patient already admitted, notify BHS by telephone of Contractor's determination that the Patient no longer qualifies for admission and hence, services from Contractor, and coordinate with BHS to make arrangements for discharge of the Patient and, if appropriate, his or her transfer to another facility.

5. Evaluation for Qualification for Admission. Contractor will evaluate each proposed patient promptly upon the Patient's arrival at Contractor's facilities, in order to determine if the proposed Patient meets LPS qualifications for involuntary detention and treatment. If the proposed Patient is determined to meet the LPS qualifications and otherwise to be eligible for admission, pursuant to this Agreement, Contractor shall admit him or her as an inpatient.

6. Persons Not Qualified for Admission. In the event the physician determines that the proposed Patient does not meet LPS qualifications for involuntary detention and treatment, or Contractor otherwise determines that the proposed Patient is ineligible for admission pursuant to this Agreement, Contractor shall promptly notify BHS by telephone of the determination, the basis therefor, and the planned action with respect to the release of the proposed Patient. Contractor shall also provide written confirmation of the determination to BHS within ten (10) business days (excluding weekends and holidays) after the date of notice by telephone.

7. Notice and Approval As Condition Precedent to Compensation for Medical Services. In the event of a medical emergency, Contractor shall notify BHS by telephone immediately of the reason for and nature of Emergency Medical Services provided to patients. To the extent permitted by law, BHS reserves the right to refuse to compensate Contractor for non-emergency medical services that are delivered without BHS approval.

8. Billing Procedure as Express Condition Precedent to County's Obligation to Pay. As an express condition precedent to maturing the County's payment obligations under Attachment B of this Agreement, the Contractor shall bill for psychiatric inpatient Hospital services rendered, in whole or in part, to any available State or Federal Medi-Cal care program or under any other contractual or legal entitlement of the Patient, including, but not limited to, a private group

indemnification insurance program or workers' compensation. To the extent that such coverage is available, the County payment obligation pursuant to Attachment B shall be met.

9. Telephone Progress Reports by Hospital to BHS. Contractor shall report to BHS by telephone the current status and proposed action with respect to a Patient or proposed Patient upon or about the following events:

9.1. Admission Determination. Promptly after the determination of the proposed Patient's eligibility for admission, regarding the results of the determination.

9.2. 72-Hour Hold Patients. Approximately 48-60 hours after admission of the Patient, in order to advise BHS of the likelihood of proceeding with certification of a 14-day extension of detention and treatment stay or of discharging the Patient, necessitating arrangements to assure transportation is available to the Patient if the Patient desires to return to Inyo County.

9.3 Other Procedural Events. Promptly in the event of the initiation or conclusion of habeas corpus proceedings or any other LPS or related legal procedure affecting the Patient's stay in Contractor's facility.

9.4. Discharge/Transfer. At least 12 hours prior to discharge or transfer of a Patient, or if such notice is not reasonably possible due to unforeseen circumstances, as promptly as is reasonably possible, in particular in order to assure appropriate transportation arrangements may be made and otherwise to coordinate discharge planning.

9.5. Need for Medical Services. Promptly or as otherwise provided in this Agreement in the event it is determined that a Patient needs Medical Services.

10. Discharge Report and Aftercare Plan. Promptly upon discharge of a Patient, Contractor shall transmit to County a discharge report, which shall include a copy of hospitalization records and/or medical records of the aftercare plan prepared by Contractor in accordance with applicable law, as well as such additional information as necessary or appropriate to summarize the evaluation, treatment, and other services provided to the Patient hereunder.

11. Quality of Care. As an express condition precedent to maturing the County's payment obligations under Attachment B, Contractor shall:

11.1. Assure that any and all eligible Beneficiaries receive care as required by regulations adopted pursuant to Sections 5775 et seq. and 14680 et seq. of the Welfare and Institutions Code.

11.2. Take such action as required by Contractor's Medical Staff by-laws against medical staff members who violate those by-laws, as the same may be from time to time amended.

11.3. Provide psychiatric inpatient hospital services in the same manner to Beneficiaries as it provides to all patients to whom it renders psychiatric inpatient hospital services.

11.4. Assure that any discrimination against Beneficiaries in any manner, including admission practices, placement in special or separate wings or rooms, provision of special or separate meals, shall not take place.

12. Patient Rights. Contractor shall comply with applicable patients' rights provisions in W&I Division 5, Part I; Title 9, California Code of Regulations, Subchapter 4; and other applicable law in the provision of services to patients hereunder. Contractor shall adopt and post in a conspicuous place a written policy on patient rights in accordance with Section 70707 of Title 22 of the California Code of Regulations and Section 5325.1 of the Welfare and Institutions Code.

Complaints by patients and/or beneficiaries with regard to substandard conditions may be investigated by the County's Patients' Right Advocate, County, or State Department of Mental Health, or by the Joint Commission on Accreditation of Healthcare Organization, or such other agency as required by law or regulation. Contractor is responsible for posting information on grievance and appeal processes at all facilities and accessible to individuals and their beneficiaries receiving services at the facility. Contractor shall make available for use by patients or beneficiaries at Contractor sites, without requiring either written or verbal request, grievance, and appeal forms and Inyo County Mental Health self-addressed envelopes.

13. Beneficiary Evaluation of Contractor's Services. Contractor shall provide a written questionnaire to the Beneficiary at the time of the Beneficiary's admission. The questionnaire shall be approved by the County and shall offer the Beneficiary the opportunity to evaluate the care given. It shall be collected at the time of discharge and maintained in the Contractor's file to seven (7) years and shall be made available to agents of the County, State Department of Mental Health, and the Department of Health and Human Services.

14. Beneficiary Eligibility. This Contract is not intended to change the determination of Medi-Cal eligibility for beneficiaries in any way. However, in the event a statute is enacted which redefines Medi-Cal eligibility so as to affect the provision of psychiatric inpatient hospital services under this Contract, the new definition shall apply to the terms of the Contract.

15. HIPAA Business Associate Agreement. Contractor agrees to enter into the attached HIPAA Business Associate Agreement.

EXHIBIT A

SCOPE OF SERVICES

CONTRACTOR agrees to provide COUNTY with Skilled Nursing Facility (SNF) services/Special Treatment Program (STP) services, or other such services as required by the licensure of the facility to mentally disabled adult persons ages 18 years and older pursuant to: Welfare and Institutions Code, Division 5, commencing with Section 5000; California Code of Regulations Title 22, Sections 72443-72475 and Title 9, Sections 786.0-786.23; California Department of Health Care Services (DHCS), formerly the California Department of Mental Health (DMH) , Policies and Directives; and other applicable statutes and regulations according to facilities licensure requirements.

1. Compliance with Medi-Cal Mental Health Plan (MHP) Requirements:

   1.1. CONTRACTOR shall comply with all applicable provisions of the COUNTY MHP or successor contract with the State of California which is in effect at the time services are provided, available from COUNTY upon request. All services, documentation, and reporting shall be provided in conformity with the requirements of all pertinent laws, regulations, and County requirements.

   1.2. CONTRACTOR shall comply with all applicable provisions of the Federal mental health requirements.

   1.3. CONTRACTOR agrees to comply with all applicable provisions of the State of California Standard Agreement between COUNTY and DHCS for Managed Mental Health Care including, but not limited to, payment authorizations, utilization review, beneficiary brochure and provider lists, service planning, cooperation with the State Mental Health Plan's Quality Improvement (QI) Program, and cost reporting. A copy of the Standard Agreement will be provided to CONTRACTOR by COUNTY under separate cover upon request.

1. Goals and Outcomes

Contractor's program shall have the following goals and objectives:

1.1. Goals:

1.1.1. To aid patients in reconstituting from the crisis that precipitated their acute hospitalization, to prevent further disintegration that could lead to acute hospitalization, to prevent placement in more restrictive longer-term settings.

1.1.2. The facility shall offer no less than 27 program hours per week. Patients shall demonstrate improved functional behavior, as measured by movement through the facility levels of assessment phase.

1.1.3. To explore individual potential for improvement of quality of life, so as to significantly reduce recidivism to acute care facilities and prevent admission to other locked long-term care facilities or state hospitals.

1.1.4. To develop alternative therapeutic interventions for the target population that will enable them to remain in the community for significantly longer periods of time.

1.1.5. Clients shall have reduced medication levels, as measured through medication usage.

1.1.6. The Contractor's program shall offer benefit to clients through a variety of rehabilitation services such as (but not limited to) the following: individualized and group counseling; AA/NA/12 step groups; educational and GED prep sessions; wellness and recovery groups; art therapy; relapse prevention groups; nutritional counseling; life skills training; stress reduction; self-management skills; exercise

group, social skills groups; DBT; CBT; peer support; vocational training and groups; personal motivation groups; pharmacology groups; and anger management.

1.2. Outcome Objectives:

1.2.1. Ninety percent (90%) of clients with a planned discharge (excluding clients who elope and do not return or who die) have improved their functioning

1.2.2. At least 90% of residents admitted will complete six months of residency or be successfully placed at a lower level of care. Patients who are discharged and readmitted within three weeks will be considered to have continuous residency.

1.2.3. For patients completing three months of residency, acute psychiatric hospitalization will be reduced 70% in the six months following discharge compared to the average six-month period in the two years prior to admission.

1.2.4. Recidivism: At least 60% of patients with a planned termination will not be admitted in an acute care psychiatric hospital within six months after discharge.

2. Target Population and Geographic Area

2.1. Target Population: Contractor shall provide the services described herein to the following target population:

2.1.1. Contractor shall serve patients who have a chronic psychiatric impairment and whose adaptive functioning is impaired as described and defined in Title 22 of the California Code of Regulations, Section 51335. 72443-72475.

2.1.2. The population to be served by this program is mentally ill adults, from 18 and older, in need of structured, round-the-clock psychiatric care and treatment. Most of the patients will have episodic psychiatric illnesses of long duration, which may be accompanied by medical problems.

2.1.3. As a result their histories may be characterized with multiple previous hospitalizations in acute care, locked long-term care and/or State hospital facilities., detention under permanent conservatorships, alienation from their families of origin or conflicting family relationships, history of interrupted or aborted educations experiences, multiple fragmented contacts with community mental health and social service agencies, reliance on public assistance and supplemental income, inability to structure time or pursue long-range goals with any degree of success, a lack of social and vocational skills common to the age grouping into which these patients fall, and finally, a generally consistent expressed and active resistance to treatment.

2.1.4. These patients tend to consume a disproportionate share of limited mental health resources. Caring for this targeted population requires specialized IMP/STP facilities. This is the most efficient and effective means of insuring their well-being.

2.1.5. Individuals that are temporarily or permanently conserved, or may sign a voluntary admission agreement

2.2. Service Locations and Hours of Operation

2.2.1. Contractor facility addresses:

Horizon Health & Subacute: 3034 Herndon Avenue, Fresno CA 93722

Heritage Park Nursing Center: 275 Garnet Way A, Upland CA 91786

2.2.1. 24 hours, seven days a week.

3. Requirements for Service Delivery

3.1. Contractor shall admit patients with a DSM V diagnosis subject to bed availability, the order of a physician, and compliance with reasonable admission policies and procedures and individuals in need of 24-hour skilled nursing services. Patients who may have histories of, and without adequate treatment are at risk of displaying behavioral symptoms which preclude them from being admitted into a lower-level care facility, shall also be considered acceptable for admission. Frequency, scope, and severity of these behaviors are a determining factor to be negotiated on an individual patient basis between COUNTY and the Contractor. It is agreed by COUNTY and the Contractor that individuals whose mental illness is deemed appropriate for acute care, as well as individuals suffering exclusively from developmental disability, mental retardation, or physical illnesses (without a psychiatric component) shall not be considered for admission.

3.2. Contractor shall provide the basic service level (the minimum array of services provided to IMD patients) which fully comply with Title 22 of the California Code of Regulations. Section 72445 which includes, when appropriate, life skill training, money management, training on accessing community services, transitional programs, and discharge planning. It is further agreed by the Contractor that basic services shall also include reasonable access to required medical treatment and up-to-date psychopharmacology and transportation to needed off-site services and bilingual and bicultural programming, as appropriate.

3.3. Services: Contractor shall provide, operate, and maintain an STP program in accordance with the most current Title 22, California Code of Regulations related to Skilled Nursing Facility (SNF) and Special Treatment Programs (STP) regulations, and the current Program Manual for Skilled Nursing Facilities with Special Treatment Programs from the State Department of Health Care Services.

3.4. Bed Hold Days: When a client is out of the facility for up to 168 hours (7 days) due to extenuating circumstances (e.g., hospitalization at a non-Fee-for-Service Hospital, or an authorized visit to the client's family), the Contractor shall be allowed to claim for bed hold days. With prior approval by the Contracting Officer's Representative ("COR"), bed hold days may be billed at the negotiated rate per day less the estimated cost of food.

3.5. Contractor shall pay for ancillary costs at the direction of the COR based on the directive of the Department of Health Care Services.

3.6. Contractor shall perform the following additional activities, but are not limited to:

3.6.1. Actively participate in client discharge planning with County Adult Behavioral Health Services Case Manager and client.

3.6.2. Participate in meetings as directed by the County, to support collaboration with the County, in order to ensure efficient process and operations.

3.6.3. Cultural Competence: COR shall meet the standards as delineated in the County's Cultural Competence Standards.

3.7. Admission Criteria:

3.7.1. To be eligible for admission, a patient must be:

3.7.2. At least 18 years of age.

3.7.3. Diagnosed as having a disabling psychiatric disorder such as Schizophrenia or affective disorders and require treatment in a 24-hour locked residential setting; and

3.7.4. Temporarily or permanently conserved.

3.7.5. Program Monitor: COUNTY shall designate a Program Monitor, who will assure that the program goals and objectives are met in accordance with contract terms and conditions. The Contractor will be notified in writing of the COUNTY designee responsible for program monitoring; referrals, approvals, and certification.

3.7.6. Screening/Referral Process:

3.7.6.1. COUNTY program monitor or designee will authorize all admissions of patients admitted to the facility under the terms of this contract. COUNTY will designate in writing the responsible individual(s) who will coordinate and be responsible for screening, referrals, and monitoring of this Agreement.

3.7.6.2. Patients with complicated medical problems or conditions shall be carefully and individually screened with consultation from the Contractor's program and medical staff prior to acceptance and admission.

3.7.7. The following patients will not be acceptable for admission:

3.7.7.1. Patients with an infectious disease for whom Contractor cannot provide proper isolation or who cannot cooperate with needed isolation procedures and restrictions.

3.7.7.2. Any patient needing drug or alcohol detoxification.

3.7.7.3. Those with a primary diagnosis of sociopathy or substance abuse.

3.7.7.4. Patients under 18 years of age.

3.7.7.5. Patients with incontinence will be evaluated on a case-by-case basis

3.7.7.6. Patients on any life support equipment, i.e., oxygen or IV.

3.7.7.7. Patients in which their medical or mental health needs cannot be provided with in the facility.

3.7.7.8. Voluntary patients

3.7.7.9. Patients that physically assaulted or harmed anyone in the last 30 days

3.7.7.10. Patients that are currently suicidal

3.7.7.11. Patients in restraints

3.7.8. Personal Considerations:

3.7.8.1. Upon admission, Contractor shall inform the patient of Patient's Rights as well as the rules and regulations of the program. Patient shall also be informed of the charge for care.

3.7.8.2. Contractor shall maintain a policy of equal access to treatment and service or all applicants meeting admission criteria. Patient Certification: Certification and recertification procedures shall be completed by the facility staff and reviewed by the COUNTY. All patients must be certified and approved by COUNTY prior to admission. Contractor will not be paid for any patient that has not been certified and approved by COUNTY. Patients will be reviewed on a regular basis by COUNTY program monitor or designee.

3.8. Clinical Program Description:

3.8.1. The major components of the treatment program shall follow four, more or less defined segments of clinical recovery.

3.8.2. Patient Orientation – The central focus of initial treatment will be to provide the patient with a safe, predictable, reality oriented physical and psychological environment. Treatment will address the reduction of presenting symptomatology, but from the start will begin to consider possible outcomes and placement options.

3.8.3. Assessment and Treatment Planning – This process includes the interdisciplinary assessment of the patient and the development of an integrated treatment plan by the treatment team.

3.8.4. Rehabilitation and Treatment Milieu – During their stay, the patients will participate in group and individual activities directed towards restoring and/or achieving increased levels of function and independence in order to promote rapid return to the community.

3.8.5. Discharge Preparation – The final clinical segment will focus upon finalizing preparation of the patient for returning to community life in the least restrictive environment. Linkages will be established with community care providers and other support resources, and treatment will be scaled down with increasing privileges. Whenever possible and appropriate, coordination will be established with patients' families.

3.9. Discharge Criteria and Planning: The contractor shall designate staff to provide planning for client discharges to less restrictive levels of care and follow-up treatment to other licensed facilities in coordination with the County. The County Program Monitor reserves the right to discharge clients when they disagree with clinical judgment of the facility professional staff. Should such circumstances occur, it will be duly recorded in the client's medical record that the discharge was made against medical advice. Contractor shall complete the County identified level of care tool at quarterly reviews beginning at six months of stay and when clients are discharged.

3.10. Limitations of Service: Any applicant shall be served if financial support can be provided by the patient, his/her family, county, billing State or Federal funding, or any other third-party payer. The program is not designed for patients whose mental impairments or need for nursing care services are higher than those provided by the Contractor. Contractor may discharge to acute psychiatric services any patient whose level of impairment requires acute hospitalization.

3.11. Minimum Staffing Qualifications: Contractor shall comply with staffing requirements as are in Title 22, California Code of Regulations. Contractor shall have on file job description, including minimum qualifications for employment and duties performed for all personnel whose salaries, wages, and benefits are reimbursable in whole or in part under this contract.

3.12. Prior Authorization:

3.12.1. Process: COUNTY shall provide Contractor with a completed authorization form prior to each patient admission. A patient may be admitted on the basis of verbal authorization from the COUNTY designee by mutual consent of the COUNTY designee and Contractor. The COUNTY designee supplies a completed authorization form within ten (10) working days from the date of admission.

3.12.2. Billing for Services: Contractor shall be responsible for applying for any third-party revenues, including the collection of SSI/SSP revenue.

3.13. Contractor shall perform linkage and referrals to community-based organizations including, but not limited to, primary care clinics and complementary healing centers, faith-based congregations, ethnic organizations and peer-directed programs such as Clubhouses.

3.14. Contractor's program and services shall be trauma-informed and accommodate the vulnerabilities of trauma survivors and allow services to be delivered in a way that will avoid inadvertently re-traumatizing people and will facilitate consumer participation in services.

3.15. To ensure equal access to quality care by diverse populations, each service provider receiving funds from this contract shall adopt the federal Office of Minority Health (OMH) Culturally and Linguistically Appropriate Service (CLAS) national standards. The National CLAS standards are located at:

https://www.thinkculturalhealth.hhs.gov/clas

3.16. Tuberculosis (TB) Testing. Contractor shall follow TB testing guidelines for all employees and client residents.

4. **Data Collection and Reporting Requirements**

4.1. Quarterly status reports

5. **Customer Satisfaction Surveys**

Contractor shall conduct semi-annual customer satisfaction surveys during the term of the contract.

The survey shall include at minimum the following:

- All major services provided
- A survey of current customers
- A survey of former customers
- Rating of specific services offered or provided to the customer
- A provision for comments in every survey.

5.1. Contractor shall conduct the survey, compile the data and submit report findings to the County semi- annually.

5.2. Contractor shall specify the total number of participants who responded to the survey compared to the total number of participants served.

EXHIBIT B

PAYMENT PROVISIONS

This payment provision is subject to modification with written approval of the County Contract

Administrator and the Revenue and Budget Manager, not to exceed the total payment indicated in the main Agreement. Payment shall be made to CONTRACTOR for the number of days service is provided under this Agreement pursuant to the following conditions and terms:

1. For those COUNTY persons served under this Agreement ages 18 years and older, COUNTY shall be responsible to CONTRACTOR for the SNF/STP rate approved by California Department of Health Care Services which is currently identified as the standard rate at the end of this Exhibit.
2. COUNTY shall also be responsible to CONTRACTOR for an additional Ancillary Services Rate as contained in the rate schedule at the end of this Exhibit. SNF/STP rates shall be adjusted in accordance with DHCS annual published rates (AB 1629). The designated COUNTY and CONTRACTOR staff shall mutually determine the Enhanced Level of Care for COUNTY persons. The maximum daily rate to be paid by COUNTY to CONTRACTOR is a combination of the approved SNF/STP rate plus the applicable Ancillary Services Rate.
3. The specific number of bed days purchased in the service type categories (SNF/STP) may vary upon clinical need and availability, and no minimum is guaranteed. The specific cost per bed in each of the aforementioned categories will be as contained at the end of this exhibit. Any rate that is not listed (i.e., single room occupancy) will be negotiated and agreed upon by both parties prior to the period for which the rate will be charged.
4. Bed Hold. Bed Holds once authorized, will remain in effect until which time the patient returns to the facility or either party (County or facility) notifies the other of its desire to discontinue the bed hold. The bed hold day rate may be authorized for patients on unauthorized leave, AWOL, and status of COUNTY has been notified within one (1) business day of the patient's absence. Non-Medi-Cal eligible patients shall be charged the Bed Hold rate to reserve their bed.
5. Patient Fees and Third-Party Billing:

5.1. COUNTY residents receiving services as described in Section 1 shall be charged for such services in accordance with their ability to pay, but such charges shall not exceed the actual cost of providing such services. CONTRACTOR shall determine patient fees for COUNTY residents

based upon the ability to pay principle. CONTRACTOR shall establish policies and procedures for such fee assessment and collection including publication of current fee schedules for all billable services, which should be updated annually, covering all reimbursable costs. At no time is CONTRACTOR free to withhold services due to a COUNTY patient's inability to pay for all or a portion of services at the time they are required. After this Agreement's expiration or cancellation, CONTRACTOR will continue to bill patients monthly to collect all revenue for services rendered to COUNTY residents during the term of this Agreement. Patient fees collected from COUNTY residents shall be budgeted and utilized to offset the costs charged against this Agreement.

5.2. Non-Medi-Cal beneficiaries receiving mental health services shall be charged fees in accordance with the DHCS Uniform Method of Determining Ability to Pay (UMDAP). CONTRACTOR shall report UMDAP fees paid to COUNTY annually. The patient's annual liability shall be calculated in accordance with UMDAP effective 10/1/1989.

5.3. CONTRACTOR shall be responsible for billing and collecting from all third-party revenue sources for COUNTY patients receiving services including, but not limited to, private insurance co-payments and Medi-Cal Share-of-Cost. CONTRACTOR shall recover the value of covered services rendered to beneficiaries whenever the beneficiaries are covered for the same services, either fully or partially, under any other State or Federal medical care program or under other

contractual or legal entitlement including, but not limited to, a private group or indemnification program, but excluding instances of the tort liability of a third party or casualty liability insurance.

5.4. CONTRACTOR shall first apply any COUNTY patient revenues collected (including, but not limited to: patient fees, third party reimbursements, private contracts, VA, food stamps, general assistance, social security payments or any other source of COUNTY patient revenues) to billable services as an offset to the costs charged against this Agreement. The remaining balance may be claimed against this contract funding.

5.5. CONTRACTOR shall not submit a claim to, or demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty mental health or related administrative services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments.

ATTACHMENT B – BILLING PROCEDURES

1. Rate of Compensation for Mental Health Services. Contractor shall be entitled to compensation from County only for Psychiatric Inpatient Hospital Services rendered to a Beneficiary at rates specified in Attachment B-1. The rate structure specified in Attachment B-1 of the Contract shall not include physician or medical services rendered to Beneficiaries covered under this Contract, or transportation services required in providing Psychiatric Inpatient Hospital Services. When physician, medical, or transportation services are Medi-Cal eligible services or privately insured, they shall be billed separately from the per diem rate of Psychiatric Inpatient Hospital Services.

2. Billing and Payment Guidelines. Contractor shall utilize the Uniform billing and Collection Guidelines and the Uniform Methods of Determining Ability to Pay (UMDAP) procedures prescribed by the California State Director of Mental Health to the extent required by applicable law and State Department of Mental Health guidelines and directives.

3. Statements of Beneficiary Services. Contractor shall submit written itemized statements to County for services rendered hereunder to Beneficiaries. Each statement shall identify the Beneficiary and the number and type of Units of Service provided as Mental Health Services and Medical Services respectively, and the dates on which such Units of Services were provided, and the amount of compensation requested for the services.

4. Compensation Limited to Beneficiaries. Contractor shall be entitled to compensation from County only for services rendered to a Beneficiary pursuant to County's authorization or approval of compensation as otherwise provided in this Agreement. Notwithstanding any other provision of this Agreement, Contractor shall not be entitled to bill and collect from County any compensation for services rendered to a Patient if sources of payment other than Medi-Cal are available. In the event only partial payment for a service is available from any source other than County, Contractor shall accept such payment as payment in full and shall not be entitled to payment from County for any co-payment, deductible, or any other such amount for any part of such services.

5. Rate of Compensation for Medical Services. Contractor shall be entitled to compensation rates for only Emergency and prior-approved Non-Emergency Medical Services as defined in Attachment A at the Contractor's usual and customary rates charged to private-pay patients, which rates shall also include payment for physician services rendered by hospital-based physicians through its departments of radiology, pathology, and emergency services.

6. Rate Of Compensation for Inpatient Psychiatric Hospital Services. The amounts paid to Contractor for in-patient psychiatric services rendered to a Beneficiary shall be in accordance with the rates of compensation otherwise set forth in Attachment B-1 and shall be accepted by Contractor as full and complete compensation for all such services. The per diem rate included in Attachment B-1 is considered to be payment in full, subject to third party liability and patient share of costs, for the specialty mental health services to a Beneficiary.

7. Transmittal of Payment. County shall transmit payment to Contractor within sixty (60) days after County receives the statement for Psychiatric Inpatient Hospital Services rendered to a Beneficiary except as otherwise specified in this Agreement.

8. Medi-Cal Rate as Payment in Full for Services. Contractor covenants to accept as payment in full for any and all psychiatric inpatient hospital services payments authorized by the County pursuant to Attachment B of this Contract. Such acceptance shall be made irrespective of whether the cost of such services and related administrative expenses shall have exceeded the rate payment obligation of the County provided in Attachment B-1.

9. Contractor Determination of Indigent Patient Status: Notice; Verification.

9.1. Indigent Patient Notice. In the event Contractor determines that a Patient is an Indigent Patient, Contractor shall give County written notice of the determination, including supporting findings and documentation (herein called "Indigent Patient Notice").

An Indigent Patient Notice shall be submitted concurrently with the first statement pursuant to which Contractor requests compensation hereunder for services rendered to the applicable Patient on the basis that such services are Indigent Patient Services.

9.2. Verification. Contractor's determination shall be subject to review and approval by County upon County's verification that reasonable efforts have been made to identify payment resources, including without limitation, the determination of eligibility of the Patient for Medi-Cal or other public assistance, which approval may not be unreasonably withheld.

10. Delayed Payment for Verification of Indigent Patient Status. Payment for services to a Patient for which an initial Indigent Patient Notice has been received by County may be delayed as reasonably necessary or appropriate to allow County to verify the Contractor's determination and pursue the determination of the Patient's eligibility for Medi-Cal or other public assistance. However, such payment shall be made no later than ninety (90) days after the date on which County receives the Indigent Patient Notice and related statement, unless on or before such date for payment, the County gives Contractor written notice and verification of the Patient's coverage by an insurer or other private third-party payer or determination that the Patient is eligible for public assistance other than Medi-Cal for the services set forth on the statement.

11. Refund to County. Notwithstanding anything in this Agreement to the contrary, in the event County provides Contractor with written notice and verification of the Patient's coverage by an insurer or other private third-party payer for services for which County has already paid Contractor, Contractor shall be responsible for obtaining payment from such resources. Contractor shall refund to County the amounts for such services which were previously paid by County to Contractor no later than either the thirtieth (30th) day after Contractor receives payment from such resources or the one-hundred-twentieth (120th) day after receipt of the notice from County verifying the Patient's coverage by such resources, whichever day first occurs.

12. Customary Charges Limitation. Notwithstanding anything in the Agreement to the contrary, the County's total liability to the Contractor shall not exceed the Contractor's total customary charges for like services during each hospital fiscal year or part thereof, in which this Contract is in effect. The Department may recoup any excess of total payments above such total customary charges under Paragraph 8 of this Attachment.

COUNTY OF INYO
HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is made by and between the Inyo County Health and Human Services Behavioral Health Division, referred to herein as Covered Entity ("CE"), and GHC of Upland SNF, LLC dba Heritage Park Nursing Center, referred to herein as Business Associate ("BA"). This Agreement is effective as of July 1, 2025 , (the "Agreement Effective Date").

RECITALS

CE wishes to disclose certain information to BA pursuant to the terms of the contract between BA and the California Institute of Mental Health ("CIMH"), herein referred to as ("Contract"), some of which may constitute Protected Health Information ("PHI") defined below.

CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Agreement.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

1. Definitions

a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].

b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.

c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

f. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.

g. **Electronic Health Record** shall have the meaning given to such term in the HITECT Act, including, but not limited to, 42 U.S.C. Section 17921.

h. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

i. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

j. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].

k. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.

l. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

m. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

2. **Obligations of Business Associate**

a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Agreement. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].

b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Agreement. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

c. **Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by CIMH to BA for services provided pursuant to the Contract.

d. **Appropriate Safeguards.** BA shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316. [42 U.S.C. Section 17931].

e. **Reporting of Improper Access, Use or Disclosure.** BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than ten (10) calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].

f. **Business Associate's Agents.** BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).

g. **Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 CF.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

h. **Amendment of PHI.** Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

i. **Accounting Rights.** Within ten (10) days of notice by CE of a request for an accounting of disclosures of Protected Information, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its

obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individuals' authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Agreement [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528].

j. **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

k. **Minimum Necessary.** BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)] BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."

l. **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.

m. **Notification of Breach.** During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

n. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

o. **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BA has complied with this Agreement; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, and (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Agreement, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Agreement. BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

3. **Termination**

a. **Material Breach**. A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, any provision in the Contract to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].

b. **Judicial or Administrative Proceedings.** CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

c. **Effect of Termination.** Upon termination of the Contract for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

4. **Disclaimer**

CE makes no warranty or representation that compliance by BA with this Agreement, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

5. **Amendment**

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Contract of Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, and other applicable laws relating to the security or confidentiality of PHI. The parties understand ad agree that CE must receive satisfactory written assurance from BA that BA will adequately

safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Contract or Agreement when requested by CE pursuant to this Section or (ii) BA does not enter not enter into an amendment to the Contract or Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

6. **Assistance in Litigation of Administrative Proceedings**

BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Contract or Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA by the BA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is named adverse party.

7. **No Third-Party Beneficiaries**

Nothing express or implied in the Contract or Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

8. **Effect on Contract**

Except as specifically required to implement the purposes of this Agreement, or to the extent inconsistent with this Agreement, all other terms of the Contract shall remain in full force and effect.

9. **Interpretation**

The provisions of this Agreement shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Agreement. This Agreement and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Agreement Effective Date.

COVERED ENTITY

County of Inyo

By: _____

Print Name: Anna Scott

Title: _____

Date: 07/09/2025

BUSINESS ASSOCIATE

GHC of Upland SNF, LLC dba Heritage Park Nursing Center

By: _____

Print Name: Lois Mastrocola

Title: Chief Financial Officer

Date: 06/25/2025

ATTACHMENT B-1 – SCHEDULE OF FEES FOR INPATIENT PSYCHIATRIC HOSPITAL SERVICES

The fee for Inpatient Psychiatric Hospital Services, including hospital services and which Contractor agrees to provide for evaluation and treatment of a Patient pursuant to this agreement, is as follows. Rates shown are per night. Please see the attached STP Patch Rate Schedules.

INYO COUNTY

LONG TERM CARE PATCH RATES FY 25-26

Item	Pay Point Description	Daily Rate per Client
LTC Patch A	**Special Care Standard Rate** Adult Ambulatory Mental Health In-Patient Client/24-Hour Facility that includes: • Basic Care Services • LTC Treatment Services • Case Management Services	$258.00/day
LTC Patch B	**Special Care Additional Services Rate** Adult Adaptive, Special, Extraordinary Needs Mental Health In-Patient Client/24-Hour Facility includes: • Basic Care Services • LTC Treatment Services with Medical Acuity • Case Management Services • Rehab Services • Increased Psychology Intervention	$283.00/day
LTC Patch C	**Special Care Additional Services Intense Rate** Adult Adaptive, Special, Extraordinary Needs Mental Health In-Patient Client/24-Hour Facility that includes: • Basic Care Services • LTC Treatment Services • Intense Case Management Services • High acuity – behavioral and medical • AWOL Risk • Increased Psychology and Psychiatry Intervention • Additional staffing required for safety/supervision • Specialty Psychiatry and/or Medical Services	$309.00/day
**LTC Indigent Rate	**Clients With No Active Medi-Cal Benefits**	A - $567.00/day B - $592.00/day C - $618.00/day
LTC Murphy Patch Rate	**Murphy Client**	A - $464.00/day B - $489.00/day C - $515.00/day
**LTC Murphy Indigent Rate	**Murphy Clients With No Active Medi-Cal Benefits**	A - $618.00/day B - $644.00/day C - $670.00/day

INYO COUNTY

SPECIAL TREATMENT PROGRAM PATCH RATES FY 25-26

Item	Pay Point Description	Daily Rate per Client
STP Patch A	**Special Care Standard Rate** Adult Ambulatory Mental Health In-Patient Client/24-Hour Facility that includes: • Basic Care Services • STP Treatment Services • Case Management Services	$335.00/day
STP Patch B	**Special Care Additional Services Rate** Adult Adaptive, Special, Extraordinary Needs Mental Health In-Patient Client/24-Hour facility that includes: • Basic Care Services • STP Treatment Services • Case Management Services • Rehab Services • Increased Psychology Intervention	$371.00/day
STP Patch C	**Special Care Additional Services Intense Rate** Adult Adaptive, Special, Extraordinary Needs Mental Health In-Patient Client/24-Hour Facility that includes: • Basic Care Services • STP Treatment Services • Case Management Services • High acuity – Behavioral and/or Medical • AWOL Risk • Increased Psychology and Psychiatry Intervention • Additional staffing required for safety/supervision • Specialty Psychiatry and/or Medical Services	$407.00/day
**STP Indigent Rate	**Clients With No Active Medi-Cal Benefits**	A - $618.00/day B - $644.00/day C - $670.00/day
STP Murphy Patch Rate	**Murphy Client**	A - $489.00/day B - $515.00/day C - $541.00/day
**STP Murphy Indigent Rate	**Murphy Clients With No Active Medi-Cal Benefits**	A - $670.00/day B - $695.00/day C - $721.00/day

** The Indigent Rate indicated in the rate table of this agreement will apply when the County client does not have active Medi-Cal benefits, either upon admission or at any time during the Client's stay with Contractor. Contractor will have one hundred eighty (180) days after the date of service to bill the approved Indigent Rate days to the County, no other billing timelines specified in this contract will apply. County will notify Contractor immediately if Client is successfully enrolled in Medi-Cal and benefits become active. If Contractor receives payment from another payment source for the approved Indigent Rate days billed to and paid by the County, Contractor will refund the County for only the days and amount paid by the other payment source.

ATTACHMENT C – INSURANCE PROVISIONS

Attachment C: 2025 Insurance Requirements for SKILLED MEDICAL FACILITIES FOR IN-PATIENT CARE

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

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, **$10,000,000** aggregate.
2. **Automobile Liability**: Insurance Services Office Form Number CA 0001 covering any auto (Code 1), or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage. Minimum increases to $5,000,000 per accident if contractor will be transporting county patients off site.
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. **Healthcare Professional Liability**: Insurance appropriate to the work hereunder, with limit no less than **$2,000,000** per occurrence or claim, **$4,000,000** aggregate.
5. **Abuse/Molestation Liability** (Sexual assault and misconduct): Coverage with limits no less than **$1,000,000** per occurrence or claim.
6. **Cyber Liability** insurance, with limits not less than **$2,000,000** per occurrence or claim, **$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations regarding patient data as undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement on intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties, and credit monitoring expenses.

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

OTHER INSURANCE PROVISIONS

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

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

Attachment C: 2025 Insurance Requirements for SKILLED MEDICAL FACILITIES FOR IN-PATIENT CARE

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

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

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

Attachment C: 2025 Insurance Requirements for SKILLED MEDICAL FACILITIES FOR IN-PATIENT CARE

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

INYO COUNTY BOARD OF SUPERVISORS

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

DAVID FRASER
County Administrative Officer

DARCY ISRAEL
Asst. Clerk of the Board

AGENDA ITEM REQUEST FORM

May 26, 2026

Reference ID: 2026-289

Contract with Egan Civil, Inc. to Provide County Surveyor Services

Public Works

ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Travis Dean, Engineering Assistant	Ashley Helms, Deputy Public Works Director - Airports

RECOMMENDED ACTION:

A) Approve the contract between the County of Inyo and Egan Civil, Inc. of Palm Desert, CA for the provision of County Surveyor services in an amount not to exceed $100,000.00 for the period of July 1, 2026 through June 30, 2028, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign upon gathering of all signatures; and
B) Appoint Benjamin Egan, LS 8756, as the County Surveyor.

BACKGROUND / SUMMARY / JUSTIFICATION:

On January 16, 2026, the consultant who provided County Surveyor Services resigned his position as the County Surveyor. On January 22, 2026, Public Works started advertising a Request for Qualifications (RFQ) to fill this position. On March 17, 2026, your Board appointed Benjiman Egan as the Interim County Surveyor to provide County Surveyor Services, so that citizens and other agencies could record maps while Public Works worked through the RFQ process.

Four (4) companies responded to the RFQ; Aarow Engineering Services, Inc., Diversified Project Services International, Inc., Egan Civil, Inc., and Lumos & Associates. Their responses were evaluated by three (3) Public Works employees and Egan Civil, Inc. scored the highest by all three of the evaluators.

Inyo County Code, Chapter 2.20.10 states:

A. Pursuant to Title 3, Division 2, Part 3, Chapter 11, Article 1 of the Government Code of the state, the county board of supervisors provides for the appointment of a county surveyor. The power of appointment, with its attendant procedure, shall be in lieu of the election procedure for county surveyor.
B. The surveyor shall be appointed by majority vote of the county board of supervisors, and upon such appointment the surveyor shall serve at the will of the board.
C. The surveyor shall be a licensed land surveyor or registered civil engineer of the state.

(Ord. 186, 1970)

FISCAL IMPACT:

Funding Source	General Fund	**Budget Unit**	011500
Budgeted?	Yes (will be included in Preliminary and 26/27 budget)	**Object Code**	4655/5265
Recurrence	Ongoing Expenditure	**Sole Source?**	No

If Sole Source, provide justification below

Current Fiscal Year Impact
N/A
Future Fiscal Year Impacts
Up to $100,000 for the period between July 1, 2026 and June 30, 2028.
Additional Information

Pursuant to resolution 2025-35 this contract will generate sufficient revenue to cover the full cost of the County Surveyor operations. This will reduce reliance on the General Fund and align with best practices in cost recovery.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this contract and name Benjamin Egan as the Interim County Surveyor, but this is not recommended as it would delay the review and recordation of maps.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities I Community-Supporting Infrastructure Improvements
Economic Enhancement I Local Businesses, Organizations, and Workforce
High-Quality Services I High-Quality County Government Services
High-Quality Services I Improved Access to Government

APPROVALS:

Travis Dean	Created/Initiated - 04/10/2026
Darcy Israel	Approved - 04/10/2026
Travis Dean	Approved - 04/10/2026
Breanne Nelums	Approved - 04/14/2026
Amy Shepherd	Approved - 04/24/2026
Keri Oney	Approved - 04/24/2026
John Vallejo	Approved - 04/27/2026
Cap Aubrey	Approved - 04/27/2026
Denelle Carrington	Final Approval - 04/27/2026

ATTACHMENTS:

1. Egan Civil, Inc. Surveyor Contract

Docusign Envelope ID: 307CF38F-3788-43EB-AF65-E91868F56F9D

AGREEMENT BETWEEN COUNTY OF INYO

AND Egan Civil Inc

FOR THE PROVISION OF County Surveyor Services

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the services of Egan Civil Inc (hereinafter referred to as "Contractor"). In consideration of the mutual terms and conditions hereinafter contained, the parties agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

1.1. Work to be Performed

The Contractor shall furnish to the County, upon its request, those services and work set forth in herein. Requests by the County to the Contractor to perform under this Agreement will be made by Michael Errante, whose title is: Public Works Director or Designee. Requests to the Contractor 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 that any minimum amount of services or work will be requested of the Contractor. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have need for such services or work during the term of this Agreement.

Services and work provided by the Contractor 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.

1.2. Tasks and Deliverables

Not used.

1.3. Inyo County Surveyor Services

Performance of County Surveyor functions shall be in general conformance with applicable provisions of the Subdivision Map Act, the Professional Engineers and Land Surveyors Act, and the Inyo County Code. Project work shall include, but may not be limited to the following tasks:

A. Provide technical review, comment and coordination with County Staff, applicant, and applicant's surveyor for the completion, approval and recordation (where applicable) of final tract maps, parcel maps, records of surveys, legal descriptions, corner records, certificates of compliance, lot line adjustments, official maps and similar land development documents. Provide signature on approval certificate of completed maps.

B. Perform research and calculations that may be necessary for processing and approval of a given project.

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C. Provide technical review and comment on maps, plats, exhibits, figures, calculations, tables, charts, reports, legal descriptions and other documents submitted by applicant in support of approval for a given project. Correspond with applicant for submittal of any outstanding documentation or revision required to existing documents as necessary for project approval.

D. Coordinate work with the Inyo County Public Works Department and, where necessary, other departments.

i) This may include attendance at meetings with County staff, applicants, surveyors, or meetings from time to time.

ii) To the extent possible, allowing for project priorities and staff availability, Inyo County Public Works staff will provide initial technical review and comment to applicant.

iii) County staff shall be responsible for developing map conditions for tentative maps, but may request input from the County Surveyor. County staff shall be responsible for processing final tract and parcel maps to a near-complete level; the County Surveyor shall provide final review and approval.

iv) Copies of direct correspondence with applicant shall be forwarded to Public Works. Copies of direct correspondence with applicant's surveyor shall be forwarded to both Public Works and applicant.

E. The County shall retain and maintain all permanent records. Work products shall be processed through the Public Works office. Map numbering and indexing shall be assigned and processed by the County.

F. If necessary, coordinate modification to map-check procedures with Public Works staff.

G. When requested by County, perform County Surveyor functions as set forth in Government Code sections 27550-27564, et seq.

H. Tasks performed shall follow generally-accepted practices for the industry and shall meet the minimum requirements and guidelines established by the Professional Engineers and Land Surveyors Act.

2. TERM

The term of this Agreement shall be from Wednesday, July 1, 2026 to Friday, June 30, 2028 unless sooner terminated as provided below.

3. CONSIDERATION

Docusign Envelope ID: 307CF38F-3788-43EB-AF65-E91868F56F9D

3.1. Payment Terms

A. Compensation. County shall pay to Contractor in accordance with the **Schedule of Fees** set forth in herein for the services and work described in the **Scope of Work** which are performed by Contractor at the County's request.

B. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor 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.

C. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed $100,000.00 (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

D. Federal and State taxes.

   i. 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 Contractor under the terms and conditions of this Agreement.

   ii. County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety-nine dollars ($1,499.00).

   iii. Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

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

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3.2. Schedule of Fees

Agency to provide task order for County Surveyor services. Contractor shall provide Agency with written estimate after reviewing the task order. Work will be completed on a time and material basis at the following hourly rates. Such work will only commence on written authorization of the Agency.

Principal Surveyor (Benjamin Egan, PE, PLS) - $205.00/hr

Administrative Assistant - $90.00/hr

Additional items such as mileage, prints and other incidentals shall be billed at actual cost.

Rates are subject to a 5% annual increase if services are contracted for multiple years.

Contractor to bill on a monthly basis.

4. WORK SCHEDULE

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

A. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for contractor to provide the services and work described in the **Scope of Work** must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect at no expense to the County. Contractor 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 the **Scope of Work**. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in the **Scope of Work**, County reserves the right to make such determinations for purposes of this Agreement.

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor 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.

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6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and utility connections as are necessary for Contractor to provide the services identified in the **Scope of Work**. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items.

7. COUNTY PROPERTY

A. Personal Property of County. Any personal property provided to Contractor by County pursuant to this Agreement are the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, 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 Contractor'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, Contractor will convey possession and title to all such properties to County.

8. MINIMUM INSURANCE REQUIREMENTS

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:

8.1. 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 **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

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8.2. 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.

8.3. 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.

8.4. 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.

8.5. Broader Coverage

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.

8.6. 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.

***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,

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shall be called upon to contribute toa 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:

A. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

B. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

C. 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.

Docusign Envelope ID: 307CF38F-3788-43EB-AF65-E91868F56F9D

9. STATUS OF CONTRACTOR

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in the **Scope of Work**, Contractor has no authority to exercise any rights or power vested in the County. No agent, officer, or employee of the Contractor is to be considered an employee of the County. It is understood by both Contractor 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 contractor:

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

B. Contractor 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 Contractor in fulfillment of this Agreement.

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

10. DEFENSE AND INDEMNITY

Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damages which was caused by the sole negligence or willful misconduct of the County.

11. RECORDS AND AUDIT

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement and any applicable laws, ordinances, or regulations. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement.

B. Inspections and Audits. Any authorized representative of County shall have access to any records including, but not limited to, financial records of Contractor, which County determines to be pertinent to this Agreement, for the purposes of making an audit, evaluation, or examination during the period such records are to be maintained by

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Contractor. Further, County has the right to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

12. NONDISCRIMINATION

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act.

13. CANCELLATION

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor thirty (30) days written notice of such intent to cancel.

14. ASSIGNMENT

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

15. DEFAULT

If the Contractor abandons the work, fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing for services and work satisfactorily performed to the date of termination.

16. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-two (22) below.

Docusign Envelope ID: 307CF38F-3788-43EB-AF65-E91868F56F9D

17. CONFIDENTIALITY

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

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

18. CONFLICTS

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

19. POST AGREEMENT COVENANT

Contractor 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, Contractor agrees for a period of two years after the termination of this Agreement not to seek or accept any employment with any entity which, 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, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

20. SEVERABILITY

If any portion of this Agreement shall be declared invalid by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

21. FUNDING LIMITATION

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources,

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County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-two (22) (Amendment).

22. AMENDMENT

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

23. NOTICE

Any notice regarding this Agreement 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
168 N. Edwards Street Independence CA, 93526

Contractor:

Egan Civil Inc
P.O. Box 5282 La Quinta, CA 92248-5282

24. ENTIRE AGREEMENT

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

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For Inyo County

Signed by:
John Vallejo
DB92A4FA96C1495...
SIGNATURE

John Vallejo
FULL NAME

4/13/2026
DATE SIGNED

County Counsel
TITLE

Signed by:
Aaron Holmberg
E921B073F8A2426...
SIGNATURE

Aaron Holmberg
FULL NAME

4/13/2026
DATE SIGNED

Risk Manager
TITLE

Signed by:
Kortni Girardin on behalf of Amy Shepherd
3094C2B4A2DB49F...
SIGNATURE

Kortni Girardin on behalf of Amy Shepherd
FULL NAME

4/14/2026
DATE SIGNED

Auditor-Controller
TITLE

Signed by:
Keri Oney
EF91A88CD14D488...
SIGNATURE

Keri Oney
FULL NAME

4/14/2026
DATE SIGNED

Assistant Personnel Director
TITLE

For Contractor

DocuSigned by:
Benjamin Daniel Egan
447E40116E9A4CE...
SIGNATURE

Benjamin Daniel Egan
FULL NAME

4/10/2026
DATE SIGNED

Owner
TITLE

Docusign Envelope ID: 307CF38F-3788-43EB-AF65-E91868F56F9D

SIGNATURE

Trina Orrill

FULL NAME

DATE SIGNED

Chair of the Board

TITLE

INYO COUNTY BOARD OF SUPERVISORS

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

DAVID FRASER
County Administrative Officer

DARCY ISRAEL
Asst. Clerk of the Board

AGENDA ITEM REQUEST FORM

May 26, 2026

Reference ID: 2026-314

Contract for Independence Jail Fencing Project

Public Works

ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Hasib Rasooli, Engineering Assistant	Marc Lucas, Associate Civil Engineer

RECOMMENDED ACTION:

A) Award the contract for the Independence Jail Fencing project to Yukon Fencing Co. Inc. of Bakersfield, CA as the successful bidder;
B) Approve the construction contract between the County of Inyo and Yukon Fencing Co. Inc. of Bakersfield, CA in the amount of $276,652.50, and authorize the Chairperson to sign; and
C) Authorize the Public Works Assistant Director to execute all other project contract documents, including contract change orders, to the extent permitted by Public Contract Code section 20142 and other applicable laws.

BACKGROUND / SUMMARY / JUSTIFICATION:

At the February 17, 2026, meeting of the Board of Supervisors, the board approved the plans and the specification for the Independence Jail Fencing Project, and authorized the Public Works Director to advertise for bids for the project.

The Independence Jail Fencing Project consists of new perimeter fencing and gates, including associated foundations and security features. The proposed improvements will provide a secure, durable enclosure that supports daily operations, prevents unauthorized access, and allows controlled movement of vehicles and personnel.

On Tuesday, April 21, 2026, bids were sent and opened through OpenGov. Two(2) companies submitted bids:

Yukon Fencing Co. Inc. of Bakersfield, California	$276,652.50
California Fencing Inc. of Lancaster, California	$556,388.00

Accordingly, Public Works is requesting that your Board approve the contract in the amount of $276,652.50 with Yukon Fencing Co. Inc.

FISCAL IMPACT:

Funding Source	Non-General Fund	**Budget Unit**	011501
Budgeted?	Yes	**Object Code**	5191

Recurrence	One time expenditure	Sole Source?	No

If Sole Source, provide justification below

Current Fiscal Year Impact
Up to $276,652.50 for the period between May 5, 2026 and June 30, 2026.
Future Fiscal Year Impacts
Up to the remaining contract balance carried over from 25/26.
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to award the construction contract. This is not recommended as Public Works believes that the bids are competitive, and we are unlikely to get lower bids if we re-advertise the project.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

High-Quality Services I Improved County Facilities

APPROVALS:

Hasib Rasooli	Created/Initiated - 05/05/2026
Darcy Israel	Approved - 05/07/2026
Hasib Rasooli	Approved - 05/07/2026
Amy Shepherd	Approved - 05/08/2026
Keri Oney	Approved - 05/12/2026
John Vallejo	Approved - 05/19/2026
Breanne Nelums	Approved - 05/19/2026
Cap Aubrey	Approved - 05/20/2026
Denelle Carrington	Final Approval - 05/20/2026

ATTACHMENTS:

1. Yukon Fence Co. Contract

Docusign Envelope ID: 6A43DD50-E699-84BF-82D6-F775021B043F

CONTRACT BETWEEN COUNTY OF INYO

AND Yukon Fence Co. Inc.

FOR THE Independence Jail Fencing and Automated Cantilever Rolling Gates Project

INTRODUCTION

THIS CONTRACT is awarded by the COUNTY OF INYO to CONTRACTOR on and made and entered into effective, Tuesday, May 26, 2026, by and between the COUNTY OF INYO, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and Yukon Fence Co. Inc. (hereinafter referred to as "CONTRACTOR"), for the construction of Independence Jail Fencing and Automated Cantilever Rolling Gates Project (hereinafter referred to as "PROJECT"), which parties agree, for and in consideration of the mutual promises, as follows:

TERMS AND CONDITIONS

1. SERVICES TO BE PERFORMED.

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

2. TIME OF COMPLETION.

Project work shall begin within 14 calendar days after receipt of the Notice to Proceed (NTP) (or on the start of work date identified in the NTP) and shall continue until all requested services are completed. Said services shall be completed no later than the Time of Completion as noted in the Project's Special Provisions or Scope of Work Attachment. Procedures for any extension of time shall be complied with as noted in the Project's Special Provisions or Scope of Work Attachment.

3. PAYMENT/CONSIDERATION.

For the performance of all such work, COUNTY shall pay to CONTRACTOR for said work the total amount of: $276,652.50, adjusted by such increases or decreases as authorized in accordance with the Contract Documents, and payable at such times and upon such conditions as otherwise set forth in the Contract Documents.

4. ALL PROVISIONS SET FORTH HEREIN.

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CONTRACTOR and COUNTY agree that this Contract shall include and consist of (collectively "the Contract Documents"):

- The Bid Package, including but not limited to Bid Proposal Forms
- The Bid Bond
- The Faithful Performance Bond
- The Labor and Materials Payment Bond
- All documents as described in Section 5-1.02, "Definitions," of the Standard Specifications of the Inyo County Public Works Department, dated May 2020
- The Standard Specifications of the Inyo County Public Works Department, dated May 2020
- The Special Provisions concerning this Project including the Appendices, the Specifications, and the Plans, if applicable, or the Scope of Work Attachment
- Any and all amendments or changes to any of the above-listed documents including, without limitation, contract change orders, and any and all documents incorporated by reference into any of the above-listed documents.

All Contract Documents are attached hereto by reference.

5. STANDARD OF PERFORMANCE.

Contractor represents that he/she is qualified and licensed to perform the work to be done as required in this Contract. County relies upon there presentations of Contractor regarding professional and/or trade training, licensing, and ability to perform the services as a material inducement to enter into this Contract. Acceptance of work by the County does not operate to release Contractor from any responsibility to perform work to professional and/or trade standards. Contractor shall provide properly skilled professional and technical personnel to perform all services under this Contract. Contractor shall perform all services required by this Contract in a manner and according to the standards observed by a competent practitioner of the profession. All work products of whatsoever nature delivered to the County shall be prepared in a manner conforming to the standards of quality normally observed by a person practicing in Contractor's profession and/or trade.

6. INDEPENDENT CONTRACTOR.

Nothing contained herein or any document executedin connection herewith, shall be construed to create an employer-employee, partnership or joint venture relationship between County and Contractor, nor to allow County to exercise discretion or control over the manner in which Contractor performs the work or services that are the subject matter of this Contract; provided,

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however, the work or services to be provided by Contractor shallbe provided in a manner consistent with reaching the County's objectives in entering this Contract.

Contractor is an independent contractor, not an employee of County or any of its subsidiaries or affiliates. Contractor will not represent him/herself to be nor hold her/himself out as an employee of County. Contractor acknowledges that s/he shall not have the right or entitlement in or to any of the pension, retirement or other benefit programs now or hereafter available to County's employees. The consideration set forth in Paragraph 3 shall be the sole consideration due Contractor for the services rendered hereunder. It is understood that County will not withhold any amounts for payment of taxes from the Contractor's compensation hereunder. Any and all sums due under any applicable state, federal or municipal law or union or professional and/or trade guild regulations shall be Contractor's sole responsibility. Contractor shall indemnify and hold County harmless from any and all damages, claims and expenses arising out of or resulting from any claims asserted by any third party, including but not limited to a taxing authority, as a result of or in connection with payments due it from Contractor's compensation.

7. ASSIGNMENT AND SUBCONTRACTING.

The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience and competence of Contractor. Assignments of any and/or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express consent of the County. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of the County. If County consents to such subcontract, Contractor shall be fully responsible to County for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between County and subcontractor, nor shall it create any obligation on the part of the County to pay any monies due to any such subcontractor, unless otherwise required by law.

8. MINIMUM INSURANCE REQUIREMENTS.

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

8.1. 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.

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8.2. Automobile Liability

Insurance Services Office Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage. (*Coverage requirement may be waived if Contract scope of work specifies that performance shall be remote.)*

8.3. Workers' Compensation

Insurance as required by the State of California, with **Statutory Limits**, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease. (*Provision may be waived if Contractor provides written declaration of the following: (a) Contractor has no employees and agrees to obtain workers' compensation insurance and notify Inyo County if any employee is hired, (b) Contractor agrees to verify proof of coverage for any subcontractor, and (c) Contractor agrees to hold Inyo County harmless and defend Inyo County in the case of claims arising for failure to provide benefits.*)

8.4. Professional Liability (Errors and Omissions)

Insurance appropriate to the Contractor's profession, with limit no less than **$2,000,000** per occurrence or claim, **$2,000,000** aggregate. *(If applicable. Professional liability insurance coverage is normally required if the contractor is providing a professional service regulated by the state, though Inyo County may require professional liability coverage from certain other types of service providers.)*

8.5. Contractor Broader Coverage

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.

8.6. 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

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Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

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

Umbrella or Excess Policy: The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, includes, but not limited to, primary and noncontributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

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

***Self-Insured Retentions*:** Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds $25,000 unless approved in writing by Inyo County. Any and all deductibles and SIRs shall be the sole responsibility of the Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Inyo County may deduct from any amounts otherwise due Contractor to fund the SIE/deductible. Policies shall not contain any self-insured retention (SIR) provision that limits the satisfaction pf the SIR to the Named. The policy must also provide that Defense costs, including ALAE, will satisfy the SIR or deductible. Inyo County reserves the right to obtain a copy of any policies and endorsements for verification.

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

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

A. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

Docusign Envelope ID: 6A43DD50-E699-84BF-82D6-F775021B043F

B. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

C. 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.

9. DEFENSE AND INDEMNITY.

Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damages which was caused by the sole negligence or willful misconduct of the County.

10. POLITICAL REFORM ACT.

Contractor is not a designated employee within the meaning of the Political Reform Act because Contractor:
a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the County or of any County official, other than normal Contract monitoring; and
b. Possesses no authority with respect to any County decision beyond rendition of information, advice, recommendation or counsel [FPPC Reg. 18700(a)(2)].

11. COMPLIANCE WITH ALL LAWS.

Performance Standards: Contractor shall use the standard of care in its profession and/or trade to comply with all applicable federal, state and local laws, codes, ordinances and regulations that relate to the work or services to be provided pursuant to this Contract.

Docusign Envelope ID: 6A43DD50-E699-84BF-82D6-F775021B043F

A. Safety Training:

1. Contractor shall provide such safety and other training as needed to assure work will be performed in a safe and healthful manner "in a language" that is understandable to employees receiving the training. The training shall in all respects be in compliance with CAL OSHA; and

2. Contractor working with employees shall maintain a written Injury and Illness Prevention (IIP) Program, a copy of which must be maintained at each worksite or at a central worksite identified for the employees, if the Contractor has non-fixed worksites; and

3. Contractor using subcontractors with the approval of the County to perform the work which is the subject of this Contract shall require each subcontractor working with employees to comply with the requirements of this section.

B. Child, Family and Spousal Support reporting Obligations:

1. i. Contractor shall comply with the state and federal child, family and spousal support reporting requirements and with all lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations.

C. Nondiscrimination:

1. Contractor shall not discriminate in employment practices or in the delivery of services on the basis of membership in a protected class which includes any class recognized by law and not limited to race, color, religion, sex (gender), sexual orientation, marital status, national origin (Including language use restrictions), ancestry, disability (mental and physical, including HIV and Aids), medical Conditions (cancer/genetic characteristics), age (40 and above) and request for family care leave.

2. Contractor represents that it is in compliance with federal and state laws prohibiting discrimination in employment and agrees to stay in compliance with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, et. seq.), Age Discrimination in Employment Act of 1975 (42 U.S.C. 5101, et. seq.), Title VII (42 U.S.C. 2000, et. seq.), the California Fair Employment Housing Act (California Government Code sections 12900, et. seq.) and regulations and guidelines issued pursuant thereto.

12. LICENSES.

Contractor represents and warrants to County that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Contractor to practice

Docusign Envelope ID: 6A43DD50-E699-84BF-82D6-F775021B043F

its trade and/or profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract, any licenses, permits, insurance and approvals which are legally required of Contractor to practice its profession.

13. PREVAILING WAGE.

Pursuant to **Section 1720 et seq. of the Labor Code**, Contractor agrees to comply with the Department of Industrial Relations regulations, to which this Contract is subject, the prevailing wage per diem rates in Inyo County have been determined by the Director of the State Department of Industrial Relations. These wage rates appear in the Department publication entitled "General Prevailing Wage Rates," in effect at the time the project is advertised. Future effective wage rates, which have been predetermined and are on file with the State Department of Industrial Relations are referenced but not printed in said publication. Such rates of wages are also on file with the State Department of Industrial Relations and the offices of the Public Works Department of the County of Inyo and are available to any interested party upon request. Contractor agrees to comply with County and the Department of Industrial Relations regulations in submitting the certified payroll.

14. CONTROLLING LAW VENUE.

This Contract is made in the County of Inyo, State of California. The parties specifically agree to submit to the jurisdiction of the Superior Court of California for the County of Inyo.

15. WRITTEN NOTIFICATION.

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, et cetera, shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to County: County of Inyo

Public Works Department

Attn: Hasib Rasooli

168 N. Edwards

PO Drawer Q

Independence, CA 93526

If to Contractor:

Yukon Fence Co. Inc.

21110 Snow Road Bakersfield, CA 93314

Docusign Envelope ID: 6A43DD50-E699-84BF-82D6-F775021B043F

16. AMENDMENTS.

This Contract may be modified or amended only by a written document executed by both Contractor and County and approved as to form by Inyo County Counsel.

17. WAIVER.

No failure on the part of either party to exercise any right or remedyhereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

18. TERMINATION.

This Contract may be terminated for the reasons stated below:
a. Immediately for cause, if either party fails to perform its responsibilities under this Contract in a timely and professional manner and to the satisfaction of the other party or violates any of the terms or provisions of this Contract; or
b. By County upon oral notice from the Public Works Director, with a written confirmation, based on funding ending or being materially decreased during the term of this Contract, effective upon provision of the oral notice.

19. TIME IS OF THE ESSENCE.

Time is of the essence for every provision.

20. SEVERABILITY.

If any provision of this Contract is held to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall not be affected, impaired or invalidated.

21. CONTRACT SUBJECT TO APPROVAL BY BOARD OF SUPERVISORS.

It is understood and agreed by the parties that this Contract is subject to the review and approval by the Inyo County Board of Supervisors upon Notice. In the event that the Board of Supervisors declines to enter into or approve said Contract, it is hereby agreed to that there is, in fact, no binding agreement, either written or oral, between the parties herein.

22. ATTACHMENTS.

All attachments referred to are incorporated herein and made a part of this Contract.

23. EXECUTION.

Docusign Envelope ID: 6A43DD50-E699-84BF-82D6-F775021B043F

This Contract may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties. In approving this Contract, it shall not be necessary to produce or account for more than one such counterpart.

24. ENTIRE AGREEMENT.

This Contract, including the Contract Documents and all other documents which are incorporated herein by reference, constitutes the complete and exclusive agreement between the County and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Contract.

Docusign Envelope ID: 6A43DD50-E699-84BF-82D6-F775021B043F

For Inyo County

Signed by:
John Vallejo
DB92A4FA96C1495...

SIGNATURE

John Vallejo

FULL NAME

5/5/2026

DATE SIGNED

County Counsel

TITLE

Signed by:
Aaron Holmberg
E921B073F8A2426...

SIGNATURE

Aaron Holmberg

FULL NAME

5/6/2026

DATE SIGNED

Risk Manager

TITLE

Signed by:
Heather Williams
3094C2B4A2DB49F...

SIGNATURE

on behalf of Amy Shepherd

FULL NAME

5/7/2026

DATE SIGNED

Auditor-Controller

TITLE

SIGNATURE

Scott Marcellin

FULL NAME

DATE SIGNED

Chair of the Board

TITLE

For Contractor

Signed by:
Joseph Rudnick
CBB9C988693A416...

SIGNATURE

Joseph Rudnick

FULL NAME

5/7/2026

DATE SIGNED

Contractor

TITLE

INYO COUNTY BOARD OF SUPERVISORS

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

DAVID FRASER
County Administrative Officer

DARCY ISRAEL
Asst. Clerk of the Board

AGENDA ITEM REQUEST FORM

May 26, 2026

Reference ID: 2026-295

Contract between County of Inyo and Preferred Septic and Disposal, Inc. of Bishop, CA for Trash Disposal and Recycling Services for County Facilities

Public Works

ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Teresa Elliott, Administrative Analyst	Cap Aubrey, Assistant Public Works Director

RECOMMENDED ACTION:

Approve the contract between the County of Inyo and Preferred Septic and Disposal, Inc. of Bishop, CA, as a sole-source provider of Trash Disposal and Recycling Services for County facilities, in an amount not to exceed $253,912.86 for the period of July 1, 2026, through June 30, 2029, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

This agreement provides for collection of trash and recycling services from all Inyo County Facilities to the permitted landfills for proper disposal. Waste Connections Inc. is the parent company operating Bishop Waste Disposal and Preferred Septic and Disposal. Pursuant to the Franchise Agreement between the County and Bishop Waste Disposal and Preferred Septic, these haulers are the only haulers permitted to haul waste in this area. Preferred Septic has been operating the contract for the County facilities for several years.

FISCAL IMPACT:

Funding Source	General Fund	**Budget Unit**	011100
Budgeted?	Yes	**Object Code**	5265
Recurrence	Ongoing Expenditure	**Sole Source?**	Yes

If Sole Source, provide justification below

There is a lack of competition because Waste Connections Inc. is the parent company operating Bishop Waste Disposal and Preferred Septic and Disposal. Pursuant to the Franchise Agreement between the County and Bishop Waste Disposal and Preferred Septic, these haulers are the only haulers permitted to haul waste in this area.

Current Fiscal Year Impact
N/A
Future Fiscal Year Impacts

Up to $82,148.52 for FY 2026/2027; $84,612.98 for FY 2027/2028; $87,151.36 for FY 2028/2029. Amounts are approximate and depend on CPI adjustments.
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The waste hauling services are required. The services provide the collection and hauling of municipal waste to the permitted landfills for proper disposal. Your Board could choose not to award the contract and direct Public Works to solicit a proposal for this service. This is not recommended, as there is a current Franchise Agreement in place with Waste Connections, Inc., which is the parent company of Preferred Septic and Bishop Waste. The prices shown are the lowest allowed by Board Resolution, are competitive, and reflect the true cost of providing these services.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

High-Quality Services I Improved County Facilities

APPROVALS:

Teresa Elliott	Created/Initiated - 04/16/2026
Darcy Israel	Approved - 04/16/2026
Teresa Elliott	Approved - 04/16/2026
Breanne Nelums	Approved - 04/16/2026
Amy Shepherd	Approved - 04/24/2026
Keri Oney	Approved - 04/24/2026
Christian Milovich	Approved - 05/11/2026
Denelle Carrington	Final Approval - 05/11/2026

ATTACHMENTS:

1. Facility Trash Disposal Contract
2. Sole Source Form

Docusign Envelope ID: 20B45E45-30C2-4A3B-A445-E9C1DD289208

AGREEMENT BETWEEN COUNTY OF INYO

AND Preferred Septic and Disposal Inc

FOR THE PROVISION OF Facility Trash Disposal and Recycling

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the services of Preferred Septic and Disposal Inc (hereinafter referred to as "Contractor"). In consideration of the mutual terms and conditions hereinafter contained, the parties agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

1.1. Work to be Performed

The Contractor shall furnish to the County, upon its request, those services and work set forth in **Attachment A ("Scope of Work & Schedule of Fees"),** attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by Teresa Elliott, whose title is: Administrative Analyst. Requests to the Contractor 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 that any minimum amount of services or work will be requested of the Contractor. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have need for such services or work during the term of this Agreement.

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

2. TERM

The term of this Agreement shall be from Wednesday, July 1, 2026 to Saturday, June 30, 2029 unless sooner terminated as provided below.

3. CONSIDERATION

3.1. Payment Terms

A. Compensation. County shall pay to Contractor in accordance with the **Schedule of Fees** set forth in herein for the services and work described in the **Scope of Work** which are performed by Contractor at the County's request.

Docusign Envelope ID: 20B45E45-30C2-4A3B-A445-E9C1DD289208

B. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor 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.

C. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed $246,445.56 (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

D. Federal and State taxes.

i. 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 Contractor under the terms and conditions of this Agreement.

ii. County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety-nine dollars ($1,499.00).

iii. Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

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

3.2. Schedule of Fees

See Attachment A: Scope of Works & Schedule of Fees.

4. WORK SCHEDULE

Contractor's obligation is to perform, in a timely manner, those services and work identified in the **Scope of Work** which are requested by the County. It is understood by Contractor that the

Docusign Envelope ID: 20B45E45-30C2-4A3B-A445-E9C1DD289208

performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule but will coordinate with County to ensure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

A. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for contractor to provide the services and work described in the **Scope of Work** must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect at no expense to the County. Contractor 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 the **Scope of Work**. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in the **Scope of Work**, County reserves the right to make such determinations for purposes of this Agreement.

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: http://www.sam.gov.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and utility connections as are necessary for Contractor to provide the services identified in the **Scope of Work**. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items.

7. COUNTY PROPERTY

A. Personal Property of County. Any personal property provided to Contractor by County pursuant to this Agreement are the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips,

Docusign Envelope ID: 20B45E45-30C2-4A3B-A445-E9C1DD289208

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 Contractor'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, Contractor will convey possession and title to all such properties to County.

8. MINIMUM INSURANCE REQUIREMENTS

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

8.1. 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 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

8.2. Automobile Liability

Insurance Services Office Form Number CA 0001 covering any auto (Code 1), or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage.

8.3. 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.

8.4. Broader Coverage

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.

8.5. 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, and SAM policy if SAM applies, with respect

Docusign Envelope ID: 20B45E45-30C2-4A3B-A445-E9C1DD289208

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. 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.

***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.

***Acceptability of Insurers*:** Insurance is to be placed with insurers authorized to conduct business in California 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:

A. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

B. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

Docusign Envelope ID: 20B45E45-30C2-4A3B-A445-E9C1DD289208

C. 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.

9. STATUS OF CONTRACTOR

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in the **Scope of Work**, Contractor has no authority to exercise any rights or power vested in the County. No agent, officer, or employee of the Contractor is to be considered an employee of the County. It is understood by both Contractor 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 contractor:

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

B. Contractor 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 Contractor in fulfillment of this Agreement.

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

10. DEFENSE AND INDEMNITY

Docusign Envelope ID: 20B45E45-30C2-4A3B-A445-E9C1DD289208

Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damages which was caused by the sole negligence or willful misconduct of the County.

11. RECORDS AND AUDIT

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement and any applicable laws, ordinances, or regulations. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement.

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

12. NONDISCRIMINATION

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act.

13. CANCELLATION

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor thirty (30) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to County.

14. ASSIGNMENT

Docusign Envelope ID: 20B45E45-30C2-4A3B-A445-E9C1DD289208

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

15. DEFAULT

If the Contractor abandons the work, fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing for services and work satisfactorily performed to the date of termination.

16. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-two (22) below.

17. CONFIDENTIALITY

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

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

18. CONFLICTS

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

19. POST AGREEMENT COVENANT

Contractor 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, Contractor agrees for a period of two years after the termination of this Agreement not to seek or accept any employment with any entity which, 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, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

20. SEVERABILITY

If any portion of this Agreement shall be declared invalid by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

21. FUNDING LIMITATION

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-two (22) (Amendment).

22. AMENDMENT

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

23. NOTICE

Any notice regarding this Agreement 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
1360 N Main St Bishop CA, 93514

Contractor:

Docusign Envelope ID: 20B45E45-30C2-4A3B-A445-E9C1DD289208

Preferred Septic and Disposal Inc
1280 N Main St Suite 1 Bishop, CA 93514

24. ENTIRE AGREEMENT

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

Docusign Envelope ID: 20B45E45-30C2-4A3B-A445-E9C1DD289208

For Inyo County

Signed by:
John Vallejo
DB92A4FA96C1495...

SIGNATURE

John Vallejo

FULL NAME

4/14/2026

DATE SIGNED

County Counsel

TITLE

Signed by:
Aaron Holmberg
E921B073F8A2426...

SIGNATURE

Aaron Holmberg

FULL NAME

4/14/2026

DATE SIGNED

Risk Manager

TITLE

Signed by:
Heather Williams
3094C2B4A2DB49F...

SIGNATURE

on behalf of Amy Shepherd

FULL NAME

4/15/2026

DATE SIGNED

Auditor-Controller

TITLE

SIGNATURE

Trina Orrill

FULL NAME

DATE SIGNED

Board Chairperson

TITLE

For Contractor

DocuSigned by:
Susan VanDelinder
31B8DF795295471...

SIGNATURE

Susan VanDelinder

FULL NAME

4/15/2026

DATE SIGNED

Division Vice president

TITLE

Docusign Envelope ID: 20B45E45-30C2-4A3B-A445-E9C1DD289208

Exhibits List

A - SCOPE OF WORK & SCHEDULE OF FEES

Docusign Envelope ID: 20B45E45-30C2-4A3B-A445-E9C1DD289208

Exhibit A

SCOPE OF WORK & SCHEDULE OF FEES

Docusign Envelope ID: 20B45E45-30C2-4A3B-A445-E9C1DD289208

COUNTY FACILITY WASTE HAULING

ATTACHMENT A
SCOPE OF WORK

TO PROVIDE TRASH DISPOSAL AND RECYCLING SERVICES TO DESIGNATED COUNTY FACILITIES AS DEFINED BELOW

REFERENCE	LOCATION	BIN SIZE		MONTHLY PRICE
AGRICULTURE	218 WYE RD BISHOP	96 GALLON TRASH	1 X WEEK	$37.44
AIRPORT	703 N AIRPORT RD BISHOP	3 YD TRASH	2 X WEEK	$313.94
AIRPORT	704 N AIRPORT RD BISHOP	2 YD TRASH	1 X WEEK	$121.96
AIRPORT	705 N AIRPORT RD BISHOP	3 YD RECYCLE	2 X MONTH	$53.10
AIRPORT SEARCH & RESCUE	85 AIRPORT RD BISHOP	2 YD TRASH	1 X WEEK	$121.96
BISHOP LIBRARY	210 ACADEMY ST BISHOP	96 GALLON TRASH	1 X WEEK	$37.44
BISHOP LIBRARY	210 ACADEMY ST BISHOP	3 YD RECYCLE	1 X WEEK	$106.10
COUNTY BUILDING	1360 N MAIN ST BISHOP	3 YD TRASH	2 X WEEK	$313.94
COUNTY BUILDING	1360 N MAIN ST BISHOP	3 YD RECYCLE	1 X WEEK	$106.10
PROGRESS HOUSE	536 N 2ND ST BISHOP	3 YD TRASH	1 X WEEK	$182.45
ROAD SHOP	701 S. MAIN ST BISHOP	3 YD TRASH	1 X WEEK	$182.45
ROAD SHOP	701 S. MAIN ST BISHOP	96 GALLON RECYCLE	2 X MONTH	$25.84
ROAD SHOP	3236 W LINE ST BISHOP	3 YD TRASH	1 X WEEK	$182.45
ROAD SHOP	3236 W LINE ST BISHOP	96 GALLON RECYCLE	2 X MONTH	$25.84
SENIOR CENTER	506 PARK AVE **aka** 682 SPRUCE BISHOP	3 YD TRASH	2 X WEEK	$313.94
SENIOR CENTER	506 PARK AVE **aka** 682 SPRUCE BISHOP	3 YD RECYCLE	1 X WEEK	$106.10
WELLNESS CENTER	586 CENTRAL AVE BISHOP	3 YD TRASH	1 X WEEK	$182.45

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COUNTY FACILITY WASTE HAULING

REFERENCE	LOCATION	BIN SIZE		MONTHLY PRICE
ANIMAL SHELTER	1001 COUNTY RD BIG PINE	3 YD TRASH	1 X WEEK	$182.45
ANIMAL SHELTER	1001 COUNTY RD BIG PINE	96 GALLON RECYCLE	2 X MONTH	$25.84
REFERENCE	**LOCATION**	**BIN SIZE**		**MONTHLY PRICE**
BP TOWN HALL	180 DEWEY ST BIG PINE	3 YD TRASH	1 X WEEK	$182.45
ROAD YARD	160 DEWEY ST BIG PINE	3 YD TRASH	1 X WEEK	$182.45
ROAD YARD	160 DEWEY ST BIG PINE	96 GALLON RECYCLE	2 X MONTH	$25.84
ADMN BLDG	224 N EDWARDS ST INDEPENDENCE	2 ea 96 GALLON TRASH	1 X WEEK	$74.88
ADMN BLDG	224 N EDWARDS ST INDEPENDENCE	96 GALLON RECYCLE	1 X MONTH	$25.84
B&M YARD	136 S JACKSON ST INDEPENDENCE	2 ea 3 YD TRASH	1 X WEEK	$364.90
B&M YARD	136 S JACKSON ST INDEPENDENCE	3 YD RECYCLE	1 X WEEK	$106.10
COURTHOUSE	168 N EDWARDS ST INDEPENDENCE	3 YD TRASH	1 X WEEK	$182.45
COURTHOUSE	168 N EDWARDS ST INDEPENDENCE	3 YD RECYCLE	1 X WEEK	$106.10
INDY ROAD YARD	750 S CLAY ST (INDY ROAD YRD) INDEPENDENCE	3 YD TRASH	1 X WEEK	$182.45
INDY ROAD YARD	750 S CLAY ST (INDY ROAD YRD) INDEPENDENCE	96 GALLON RECYCLE	1 X MONTH	$25.84
JAIL	550 S CLAY ST INDEPENDENCE	3 EA 4 YD TRASH	2 X WEEK	$1,192.62
JAIL	550 S CLAY ST INDEPENDENCE	3 YD RECYCLE	1 X WEEK	$106.10
JUVENILE HALL	201 MAZOURKA RD INDEPENDENCE	2 YD TRASH	1 X WEEK	$121.96
MUSEUM	155 N GRANT ST INDEPENDENCE	2 - 96 GALLON TRASH	1 X WEEK	$74.88

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COUNTY FACILITY WASTE HAULING

MUSEUM	155 N GRANT ST INDEPENDENCE	96 GALLON RECYCLE	1 X MONTH	$25.84
WATER DEPT	135 S JACKSON ST INDEPENDENCE	3 YD TRASH	1 X WEEK	$182.45
WATER DEPT	135 S JACKSON ST INDEPENDENCE	96 GALLON RECYCLE	1 X MONTH	$25.84

REFERENCE	LOCATION	BIN SIZE		MONTHLY PRICE
HHS	310 N JACKSON ST LONE PINE	2 YD TRASH	1 X WEEK	$121.96
HHS	310 N JACKSON ST LONE PINE	96 GALLON RECYCLE	1 X MONTH	$25.84
LP AIRPORT	1452 S MAIN ST LONE PNE	3 YD TRASH	1 X WEEK	$182.45
LP SUBSTATION	726 N MAIN ST LONE PINE	3 YD TRASH	1 X WEEK	$182.45
LONE PINE ROAD SHOP	160 N LONE PINE AVE LONE PINE	3 YD TRASH	1 X WEEK	$182.45
LONE PINE ROAD SHOP	160 N LONE PINE AVE LONE PINE	96 GALLON RECYCLE	1 X MONTH	$25.84
STATHAM HALL	138 N JACKSON ST LONE PINE	3 YD TRASH	2 X WEEK	$313.94

TOTAL MONTHLY PRICE FOR TRASH SERVICES (ALL LOCATIONS) $6,845.71

TOTAL ANNUAL PRICE FOR TRASH SERVICES (ALL LOCATIONS) $82,148.52

Note; lnyo County reserves the right to revise the above noted trash containers sizes, quantities, andlor frequency as needed during the service agreement duration. Service provider will be compensated accordingly.

This contract will include an annual CPI adjustment to rates determined by the Garbage and Trash Collection lndex as published by the Bureau of Labor Statistics at the end of each fiscal year using the annual average change for the previous year.

County of Inyo

Sole Source Authorization Form

Vendor:	PREFERRED SEPTIC
Date:	04/27/2026

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

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

Select one of the following:

- ☐ The capability of the proposed contractor is critical to the specific effort and makes the contractor clearly unique compared to other contractors in the general field.
- ☐ The proposed contractor has prior experience of a highly specialized nature that is vital to the proposed effort.
- ☐ The proposed contractor has facilities, staffing, or equipment that are specialized and vital to the services being requested.
- ☐ The proposed contractor has a substantial investment that would have to be duplicated at the County's expense by another contractor entering the field.
- ☐ A critical proposed schedule for the service and/or product that only one proposed contractor can meet.
- ☑ A lack of competition because of the existence of patent rights, copyrights, trade secrets, and/or location.
- ☐ *Sourcewell Purchase under Account#4507*

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

County of Inyo

Sole Source Authorization Form

Sole Source Justification:
This agreement provides for collection of trash and recycling services from all Inyo County Facilities to the permitted landfills for proper disposal. Waste Connections Inc. is the parent company operating Bishop Waste Disposal and Preferred Septic and Disposal. Pursuant to the Franchise Agreement
between the County and Bishop Waste Disposal and Preferred Septic, these haulers are the only haulers permitted to haul waste in this area. Preferred Septic has been operating the contract for the County facilities for several years.

CONTRACT AMOUNT FOR 3 YEARS $253,912.86

BUDGET 011100
OBJECT CODE 5265

Fred Aubrey (Apr 27, 2020 10:24:58 PDT)
Department Head Signature

Sole Source Approval

Denelle Carrington
Denelle Carrington (Apr 27, 2020 10:26:13 PDT)
Purchasing Agent Signature

John-Carl Vallejo
County Counsel Signature

Auditor-Controller Signature

INYO COUNTY BOARD OF SUPERVISORS

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

DAVID FRASER
County Administrative Officer

DARCY ISRAEL
Asst. Clerk of the Board

AGENDA ITEM REQUEST FORM

May 26, 2026

Reference ID: 2026-304

Tecopa Campground Main Panel Upgrade Change Order No. 1

Public Works

ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Cherish Hegi, Administrative Analyst	Ashley Helms, Deputy Public Works Director - Airports

RECOMMENDED ACTION:

Authorize the Inyo County Assistant CAO to execute Change Order No. 1 with D&J Electric Services LLC in the amount of $7,250.00 for the temporary power connection required to energize the sewer lagoon aeration system.

BACKGROUND / SUMMARY / JUSTIFICATION:

The campground's main electrical panel needed to be upgraded to support the increased power demand of the new aeration system in the sewer ponds—and the lead time for that panel was significant—temporary power was installed to energize the aeration system and complete functionality checks with the manufacturer on-site.

FISCAL IMPACT:

Funding Source	Non-General Fund	**Budget Unit**	045700
Budgeted?	Yes	**Object Code**	5700
Recurrence	Ongoing Expenditure through contract completion	**Sole Source?**	No

If Sole Source, provide justification below

Current Fiscal Year Impact
Up to $7,250 for the period between April 2026 through June 2026.
Future Fiscal Year Impacts
N/A
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board may choose not to approve this change order; however, the work has already been completed and the system is fully operational, and further concessions from the contractor are unlikely.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Not Applicable

APPROVALS:

Cherish Hegi	Created/Initiated - 04/22/2026
Darcy Israel	Approved - 04/22/2026
Breanne Nelums	Approved - 04/23/2026
Cherish Hegi	Approved - 04/23/2026
Cap Aubrey	Approved - 04/24/2026
Amy Shepherd	Approved - 04/24/2026
Keri Oney	Approved - 04/24/2026
John Vallejo	Approved - 04/27/2026
Denelle Carrington	Final Approval - 04/27/2026

ATTACHMENTS:

1. Change Order No. 1

INYO COUNTY CONTRACT CHANGE ORDER FORM

PROJECT: Tecopa Campground MPU CHANGE ORDER NO. 01

OWNER: Public Works DATE: 04/15/2026

CONTRACTOR: D&J Electric Services, LLC

YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGES IN THE CONTRACT DOCUMENTS AND THESE CHANGES ARE INCORPORATED INTO THE CONTRACT BY REFERENCE:

DESCRIPTION	TIME EXTENSION	AMOUNT
Temporary Power Connection for Aeration	0 Calendar Days	$7,250.00

Original Contract: $64,498.00
Change Order NO. 01: $7,250.00
New Contract Amount: $71,748.00

DATE OF TIME FOR COMPLETION AS OF THIS CHANGE ORDER: April 22, 2026
ACCEPTED BY:

CONTRACTOR: _____ DATE: _____

OWNER: _____ DATE: _____
Denelle Carrington, Inyo County Assistant CAO

INYO COUNTY BOARD OF SUPERVISORS

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

DAVID FRASER
County Administrative Officer

DARCY ISRAEL
Asst. Clerk of the Board

AGENDA ITEM REQUEST FORM

May 26, 2026

Reference ID: 2026-302

Contract between Inyo County and CrisisReadyLab LLC to develop the Inyo County Evacuation Route Resilience Plan

Public Works

ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Justine Kokx, Transportation Planner	Justine Kokx, Transportation Planner

RECOMMENDED ACTION:

Approve the agreement between the County of Inyo and CrisisReadyLab LLC of Denver, CO for the development of the Inyo County Evacuation Route Resilience Plan (ERRP) in an amount not to exceed $228,830 for the period of May 26, 2026 through June 30, 2028,contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Inyo County Local Transportation Commission (ICLTC) was awarded a Caltrans Sustainable Transportation Planning Grant in August 2025 to develop an Evacuation Route Resilience Plan (ERRP) for Inyo County. The ERRP will identify, assess, and prioritize evacuation routes serving County communities, and develop a Capital Improvement Plan focused on climate adaptation and hazard resilience. The Plan will include conceptual designs (up to 30%) to position priority projects for future funding and implementation.

The ERRP builds upon existing documentation of vulnerable roadway segments and integrates the latest climate data and risk modeling. It will be informed by robust stakeholder engagement, including coordination with local, state, and federal agencies, Tribal partners, and community members. The Plan also supports and aligns with the required update to the Inyo County Safety Element and broader state climate adaptation goals.

Following a competitive Request for Proposals process initiated in March 2026, three proposals were received and evaluated. CrisisReadyLab LLC (CRL) was selected as the most qualified consultant based on demonstrated expertise in evacuation planning, hazard mitigation, climate resilience, and GIS-based risk analysis.

CRL brings specialized experience supporting rural and high-risk communities with evacuation route planning, emergency operations coordination, and community wildfire protection planning. Their

multidisciplinary team is uniquely positioned to deliver a technically rigorous, actionable plan tailored to Inyo County's geographic scale, rural context, and hazard profile.

Completion of the ERRP is anticipated by June 30, 2028.

FISCAL IMPACT:

Funding Source	Grant Funded Sustainable Transportation Planning Grant	**Budget Unit**	504605
Budgeted?	Yes	**Object Code**	5700
Recurrence	One-Time Expenditure - Two-year planning grant	**Sole Source?**	No

If Sole Source, provide justification below

N/A

Current Fiscal Year Impact
Up to $30,000 for the period between May 26 and June 30.
Future Fiscal Year Impacts
Up to $198,830 for the period between July1, 2026 and June 30, 2028.
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Given increasing wildfire and flood risk and the County's limited redundancy in evacuation routes, this effort represents a critical step toward improving public safety and long-term infrastructure resilience. Not approving this agreement would risk delaying the development of a critical planning document that supports emergency evacuation preparedness, climate resilience, and eligibility for future infrastructure funding.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities I Enhanced Transportation Services
High-Quality Services I Public Safety and Emergency Response

APPROVALS:

Justine Kokx	Created/Initiated - 05/15/2026
Darcy Israel	Approved - 05/15/2026
John Vallejo	Approved - 05/15/2026
Amy Shepherd	Approved - 05/18/2026
Keri Oney	Approved - 05/19/2026
Denelle Carrington	Final Approval - 05/19/2026

ATTACHMENTS:

1. CrisisReadyLab LLC Contract

Docusign Envelope ID: A8ABEBC2-D3D8-8E3C-801D-F2E5E1A5BAB5

AGREEMENT BETWEEN COUNTY OF INYO

AND CrisisReadyLab LLC

FOR THE PROVISION OF Inyo County Evacuation Route Resilience Plan

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the services of CrisisReadyLab LLC (hereinafter referred to as "Contractor"). In consideration of the mutual terms and conditions hereinafter contained, the parties agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

1.1. Work to be Performed

The Contractor shall furnish to the County, upon its request, those services and work set forth in **Attachment A ("Scope of Work"),** attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by Justine Kokx, whose title is: Senior Transportation Planner. Requests to the Contractor 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 that any minimum amount of services or work will be requested of the Contractor. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have need for such services or work during the term of this Agreement.

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

2. TERM

The term of this Agreement shall be from Tuesday, May 26, 2026 to Friday, June 30, 2028 unless sooner terminated as provided below.

3. CONSIDERATION

A. Compensation. County shall pay to Contractor in accordance with **Attachment B ("Schedule of Fees")** attached hereto and by reference incorporated herein, for the services and work described in the **Scope of Work** which are performed by Contractor at the County's request.

B. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration,

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compensation, salary, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor 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.

C. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed $228,830.00 (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

D. Federal and State taxes.

i. 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 Contractor under the terms and conditions of this Agreement.

ii. County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety-nine dollars ($1,499.00).

iii. Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

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

4. WORK SCHEDULE

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

Docusign Envelope ID: A8ABEBC2-D3D8-8E3C-801D-F2E5E1A5BAB5

A. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for contractor to provide the services and work described in the **Scope of Work** must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect at no expense to the County. Contractor 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 the **Scope of Work**. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in the **Scope of Work**, County reserves the right to make such determinations for purposes of this Agreement.

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: http://www.sam.gov.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and utility connections as are necessary for Contractor to provide the services identified in the **Scope of Work**. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items.

7. COUNTY PROPERTY

A. Personal Property of County. Any personal property provided to Contractor by County pursuant to this Agreement are the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, 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 Contractor'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

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the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

8. MINIMUM INSURANCE REQUIREMENTS

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

8.1. 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.

8.2. Automobile Liability

Insurance Services Office Form Number CA 0001 covering any auto (Code 1), or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage.

8.3. Workers' Compensation

Insurance as required by the State of California, with **Statutory Limits**, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease. (*Provision may be waived if Contractor provides written declaration of the following: (a) Contractor has no employees and agrees to obtain workers' compensation insurance and notify Inyo County if any employee is hired, (b) Contractor agrees to verify proof of coverage for any subcontractor, and (c) Contractor agrees to hold Inyo County harmless and defend Inyo County in the case of claims arising for failure to provide benefits.*)

8.4. Professional Liability (Errors and Omissions)

Insurance appropriate to the Contractor's profession, with limit no less than **$2,000,000** per occurrence or claim, **$2,000,000** aggregate.

8.5. Contractor Broader Coverage

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.

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8.6. 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.

***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 toa 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.

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

A. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

B. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

C. 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.

9. STATUS OF CONTRACTOR

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in the **Scope of Work**, Contractor has no authority to exercise any rights or power vested in the County. No agent, officer, or employee of the Contractor is to be considered an employee of the County. It is understood by both Contractor 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 contractor:

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

B. Contractor 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 Contractor in fulfillment of this Agreement.

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

10. DEFENSE AND INDEMNITY

Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damages which was caused by the sole negligence or willful misconduct of the County.

11. RECORDS AND AUDIT

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement and any applicable laws, ordinances, or regulations. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement.

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

12. NONDISCRIMINATION

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act.

13. CANCELLATION

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor thirty (30) days written notice of such intent to cancel. Contractor may cancel

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this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to County.

14. ASSIGNMENT

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

15. DEFAULT

If the Contractor abandons the work, fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing for services and work satisfactorily performed to the date of termination.

16. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-two (22) below.

17. CONFIDENTIALITY

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

Docusign Envelope ID: A8ABEBC2-D3D8-8E3C-801D-F2E5E1A5BAB5

all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

18. CONFLICTS

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

19. POST AGREEMENT COVENANT

Contractor 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, Contractor agrees for a period of two years after the termination of this Agreement not to seek or accept any employment with any entity which, 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, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

20. SEVERABILITY

If any portion of this Agreement shall be declared invalid by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

21. FUNDING LIMITATION

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-two (22) (Amendment).

22. AMENDMENT

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

23. NOTICE

Any notice regarding this Agreement shall be in writing and may be personally served, or sent by prepaid first-class mail to, the respective parties as follows:

Docusign Envelope ID: A8ABEBC2-D3D8-8E3C-801D-F2E5E1A5BAB5

County of Inyo:

Public Works
168 N EDWARDS ST Independence CA, 93526

Contractor:

CrisisReadyLab LLC
360 ACOMA ST UNIT #345, DENVER, CO 80223

24. ENTIRE AGREEMENT

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

Docusign Envelope ID: A8ABEBC2-D3D8-8E3C-801D-F2E5E1A5BAB5

For Inyo County

Signed by:
John Vallejo
DB92A4FA96C1495...

SIGNATURE

John Vallejo

FULL NAME

4/28/2026

DATE SIGNED

County Counsel

TITLE

Signed by:
Aaron Holmberg
E921B073F8A2426...

SIGNATURE

Aaron Holmberg

FULL NAME

4/28/2026

DATE SIGNED

Risk Manager

TITLE

Signed by:
Heather Williams
3094C2B4A2DB49F...

SIGNATURE

on behalf of Amy Shepherd

FULL NAME

5/5/2026

DATE SIGNED

Auditor-Controller

TITLE

SIGNATURE

Trina Orrill

FULL NAME

DATE SIGNED

Board Chairperson

TITLE

For Contractor

Signed by:
Thomas osullivan
E0A0B0353C40429...

SIGNATURE

Thomas osullivan

FULL NAME

5/5/2026

DATE SIGNED

Principal In Charge

TITLE

Docusign Envelope ID: A8ABEBC2-D3D8-8E3C-801D-F2E5E1A5BAB5

Exhibits List

A - CRL Scope of Work

B - CrisisReadyLab Inyo ERRP Cost Estimate

Docusign Envelope ID: A8ABEBC2-D3D8-8E3C-801D-F2E5E1A5BAB5

Exhibit A

CRL Scope of Work

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Scope of Work

CrisisReadyLab's approach to the ERRP is built on three principles: (1) every task is led by a senior professional with direct experience in the specific work required, (2) stakeholder knowledge and community input drive the analysis rather than serving as a validation step, and (3) every deliverable is designed to be immediately actionable for ICLTC staff in pursuing future funding and advancing the Safety Element update.

Task 1: Stakeholder Advisory Committee

Mr. Weiss will lead SAC formation and facilitation, drawing on his experience coordinating multi-agency stakeholder groups at Cal OES and the City of San Diego. Mr. Corgel will support the initial SAC kick-off meeting, bringing his FEMA multi-jurisdictional evacuation planning perspective to help frame the committee's role and establish a productive working relationship. CRL will work with ICLTC staff to identify and recruit SAC members representing the full range of stakeholders identified in the grant application, including federal land management agencies (Forest Service, BLM, NPS), state agencies (Caltrans, CalFire, CDFW), all five Tribal Governments, LADWP, Southern California Edison, ESTA, City of Bishop, the Whitebark Institute, Inyo County Fire Safe Councils, and Inyo County agencies (Office of Emergency Services, Department of Public Works). Adjacent counties may also participate as appropriate. The SAC will meet four times across the project, aligned with the milestones specified in the scope: kick-off, existing conditions findings, CIPCA presentation, and draft plan review. Between meetings, CRL will maintain regular communication with SAC members through email updates and targeted outreach to solicit input on specific technical questions as they arise.

Task 2: Public Outreach

Ms. Estrada will lead the development of the community engagement plan, drawing on her experience with equity-focused outreach at the Washington State Department of Health and across multiple California climate resilience projects. The outreach program will include the following components:

Bilingual Online Survey: CRL will develop a bilingual (English/Spanish) online survey designed to collect data on roadways prone to flooding or closure, priority areas for improvement, and community perceptions of changing weather patterns. Mr. Mendoza will lead the Spanish-language development and review to ensure accurate, culturally appropriate translation. The survey will be advertised through local news sources including the Inyo Register and Sierra Wave, through social media, and through the County's Ready Inyo emergency communications website (ready.inyocounty.us), which residents already use for road closure and emergency information. The survey will integrate with an interactive GIS mapping tool (developed by Mr. O'Sullivan using ArcGIS Online Survey123 and Web AppBuilder) that allows participants to identify specific risk areas and priority improvement locations on a map. This spatial data will feed directly into the evacuation route database and vulnerability assessment. The tool will be designed for usability on mobile devices given limited broadband availability in many Inyo County communities.

In-Person Workshops: CRL will conduct at least four in-person workshops or pop-up events. In-person outreach is essential in Inyo County, where communities are separated by long distances, internet access is unreliable in many areas, and residents are accustomed to engaging with local government face-to-face. Mr. Farrell, based in Pahrump, NV (approximately

Docusign Envelope ID: A8ABEBC2-D3D8-8E3C-801D-F2E5E1A5BAB5

two hours from Independence via US 95 and SR 190/SR 127), will serve as the primary field coordinator. Ms. Estrada and Mr. Mendoza will provide facilitation and bilingual support. CRL recommends holding workshops in Lone Pine, Bishop, and at least two southeastern or outlying communities such as Tecopa, Shoshone, or Big Pine to capture the perspectives of the county's most geographically isolated residents. ICLTC staff will have final input on locations. Exhibits, paper surveys, and anonymous comment boxes will be provided for participants without internet access.

Tribal Government Engagement: Inyo County is home to five federally recognized Tribes: Bishop Paiute Tribe, Big Pine Paiute Tribe of the Owens Valley, Fort Independence Indian Community, Lone Pine Paiute-Shoshone Reservation, and Timbisha Shoshone Tribe. CRL will conduct individual outreach to each Tribal Government to assess concerns and priorities specific to transportation infrastructure on Tribal land. Several Tribal communities are situated directly along US 395 and county road networks, and Tribal perspectives on route vulnerability and improvement priorities are essential to a complete picture. This outreach will be respectful of each Tribe's preferred communication and engagement protocols and will be coordinated through ICLTC's existing relationships.

Task 3: Existing Conditions

This task represents the analytical backbone of the ERRP and will be jointly led by Mr. Weiss (existing conditions narrative and stakeholder coordination) and Mr. O'Sullivan (GIS analysis and database development), with technical evacuation planning methodology guidance from Mr. Corgel. Mr. Farrell will provide on-the-ground field support from his base in Pahrump.

Plan and Document Review: The team will conduct a comprehensive review of the Inyo County Regional Transportation Plan (2023-2043), General Plan, Safety Element, Multi-Jurisdictional Hazard Mitigation Plan (2017), City of Bishop General Plan and Safety Element, and relevant state and federal climate adaptation planning efforts including the California Climate Adaptation Strategy, CAPTI, and the Caltrans state highway capacity analysis if available. CRL will also review the Inyo County Electric Vehicle Charging Infrastructure Network Plan (currently in development) to ensure evacuation route assessments account for EV range and charging access considerations. CRL will review all storm-damage assessment documentation completed by Inyo County over the past 10 years, including FEMA Preliminary Damage Assessments, Caltrans Emergency Relief Initial Damage Estimates, and internal damage assessments from the 2003 and 2017 emergency declarations, the 2023 atmospheric river events, and Tropical Storm Hilary. CRL will review the Whitney Portal Road Story Map and associated damage documentation produced by the County to understand the full scope and progression of infrastructure failures on that critical route.

Evacuation Route Cataloging: Working with Public Works Director Mike Errante, planning staff, the Office of Emergency Services, and emergency managers from the various fire protection districts (Lone Pine, Independence, Southern Inyo, and Bishop), CRL will identify and catalog evacuation routes for all Inyo County communities. The catalog will address the full spectrum of the county's road network: state highways (US 395, US 6, SR 190, SR 136, SR 127, SR 168, SR 178), county-maintained roads (Whitney Portal Road, Horseshoe Meadows Road, Onion Valley Road, Death Valley Road, and others), and critical access roads serving isolated communities. Mr. O'Sullivan will build the route database in an accessible Excel format, documenting route characteristics including roadway condition, bridge weight capacity and condition, and culvert capacity and condition, with particular attention to aging infrastructure like the 50-to-60-year-old culverts recently discovered failing beneath Whitney Portal Road. Mr.

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Corgel will provide the route assessment methodology framework based on his experience developing the FEMA Evacuation and Shelter-in-Place Planning Considerations guidance and leading the Georgia Multi-County Evacuation Plan. Communities with no secondary access, such as Keeler, Darwin, and Panamint Valley, will be specifically identified and flagged, directly supporting the Safety Element update requirements under AB 747 and SB 99.

Vulnerability Assessment: CRL will overlay the evacuation route catalog with FEMA floodplain mapping, climate projection data, and the 10-year storm damage record to identify existing emergency access roadways at risk from significant storms. The assessment will address the full range of climate hazards: flooding and debris flows (the primary driver of recent infrastructure failures), wildfire exposure (particularly along routes through WUI areas and national forest land), and extreme heat impacts on pavement integrity and bridge components in the southern and eastern portions of the county, including the Death Valley corridor where temperatures routinely exceed design thresholds. The assessment will pay particular attention to the alluvial fan and creek crossing vulnerabilities that have driven recent failures, including the Lone Pine Creek flooding pattern that triggered the Hilary evacuation order, the debris flow channels between Big Pine and Olancha that destroyed LADWP diversion structures, and the ongoing damage to Furnace Creek Road in Death Valley. The assessment will also consider how LADWP's extensive water infrastructure (aqueducts, diversions, and canals) intersects with the roadway network, since failures in that system have compounded road damage in recent events. Mr. O'Sullivan will produce GIS figures showing evacuation route locations, vulnerability classifications, and communities with limited access. This analysis will integrate public input from the survey and workshops to capture local knowledge of "weak links" that may not appear in official datasets, a critical component given that residents, ranchers, and LADWP field personnel often have the most detailed knowledge of which roadway segments flood first and which culverts are undersized.

Task 4: Capital Improvement Plan for Climate Adaptation

Mr. Bartholomew will lead CIPCA development, drawing on his 20 years of experience in hazard mitigation program management and capital project development. The CIPCA will be structured to California CIP standards and will include:

Project Prioritization: CRL will develop a transparent prioritization methodology that weighs factors including severity of vulnerability, number of communities affected, availability of alternative routes, alignment with SAC input, public priorities, and feasibility of implementation. This methodology will be presented to the SAC for review and refinement before application.

Project Descriptions: For each identified project, CRL will provide the approximate location, scope, estimated size, proposed implementation year within the five-year period, and a high-level cost estimate. Mr. Bartholomew's experience managing $55M+ in FEMA mitigation grants ensures that project descriptions and cost estimates will be structured in a format consistent with HMGP, BRIC, and other competitive federal grant applications, directly supporting ICLTC's ability to pursue implementation funding.

Conceptual Design (Up to 30%): For selected high-priority projects, CRL will develop conceptual-level designs sufficient to support project prioritization and future competitive grant applications. These designs will include schematic layouts, planning-grade cost estimates, and narrative descriptions of the proposed improvements. Where conceptual design elements require engineering judgment (such as culvert sizing, bridge load analysis, or drainage design), CRL will coordinate with licensed engineering professionals to ensure technical adequacy while keeping the designs at the appropriate planning-level detail for this phase of work.

Docusign Envelope ID: A8ABEBC2-D3D8-8E3C-801D-F2E5E1A5BAB5

Funding Strategy: Each project in the CIPCA will include a recommended funding pathway, identifying the most appropriate state and federal grant programs based on project type, eligibility, and competitiveness. For Inyo County, relevant programs include FEMA HMGP and BRIC (for mitigation projects tied to declared disasters, of which Inyo County has recent declarations from Hilary), Caltrans STIP and SHOPP (for state highway improvements on US 395, SR 190, and other state routes), FHWA Emergency Relief (for permanent repairs to federally-aided routes), the FHWA PROTECT program (specifically created for transportation resilience improvements, with potential for reduced cost-share through California's SCRIPT for projects included in the statewide priority list), and USDA Rural Development programs. Mr. Bartholomew's direct experience administering these programs ensures the CIPCA will present projects in formats and with documentation consistent with each program's application requirements, giving ICLTC a head start when pursuing implementation funding.

Task 5: Draft and Final Plan

Mr. Weiss will lead document integration and plan writing, combining the existing conditions assessment (Task 3) and CIPCA (Task 4) into a cohesive Draft ERRP. The draft will be reviewed internally by Mr. Corgel (evacuation planning methodology), Mr. Bartholomew (CIPCA and funding strategy), and Mr. O'Sullivan (GIS products and data accuracy) before delivery to ICLTC.

The Draft Plan will be presented to the ICLTC Board and SAC and made publicly available online for community review. CRL will compile, organize, and respond to all comments received, incorporating revisions into the Final Plan. The Final Plan will be delivered in electronic format along with the Evacuation Route catalog and CIPCA project list in accessible Excel format. The Final Plan will acknowledge the Caltrans Sustainable Transportation Planning Grant as its funding source and thank all contributing agencies and stakeholders.

Task 6: Board Approval

CRL will support the Final Plan's presentation to the Inyo County Board of Supervisors for adoption. Mr. Weiss will be available to attend (in-person or virtually) if ICLTC determines a consultant presentation is needed, though the scope anticipates adoption without a separate presentation.

Cost Control

CRL will manage project costs through several mechanisms. Mr. Weiss will track actual expenditures against task-level budget allocations through monthly progress reports to ICLTC, flagging any variances before they become problems. All hourly rates are fixed for the duration of the contract, eliminating rate escalation risk. Travel and direct costs are billed at actual cost with no markup. Mr. Farrell's proximity to Inyo County (Pahrump, NV) significantly reduces travel costs for routine in-person activities compared to teams based in major metro areas. The independent consultant model provides inherent cost efficiency: CRL carries no office overhead, no bench staff, and no administrative layers between the project budget and the professionals doing the work. Every dollar in the budget goes to senior professionals performing substantive project work or to direct project expenses.

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5. Project Schedule

CrisisReadyLab confirms its ability to meet the project schedule outlined in the RFP (Spring 2026 through June 2028). The team's availability has been confirmed for this project timeline, and the use of independent consultants working in parallel across tasks ensures that no single resource bottleneck can delay progress.

Milestone	Target Date	Key Activities
Kickoff / SAC Formation	Apr 2026	Project kick-off with ICLTC; SAC member recruitment and first meeting; begin plan and document review
Public Outreach Launch	May-Jun 2026	Launch bilingual online survey and GIS mapping tool; conduct first in-person workshop; begin Tribal outreach
Existing Conditions Draft	Jul-Dec 2026	Complete route cataloging and database; vulnerability assessment; present findings to SAC (Meeting 2)
CIPCA Development	Nov 2026-Nov 2027	Develop prioritization methodology; identify and scope projects; prepare cost estimates and conceptual designs; present to SAC (Meeting 3)
Second Workshop	Spring 2027	Conduct additional in-person workshops/pop-ups in impacted communities (at least four total)
Draft Plan	Nov 2027-Mar 2028	Integrate plan elements; internal QA review; present to SAC (Meeting 4) and ICLTC Board; public review period
Final Plan	Apr-May 2028	Incorporate comments; finalize plan, database, and CIPCA files
Board Approval	By Jun 30, 2028	Final Plan brought to Board of Supervisors for adoption

CRL ensures timely completion through several mechanisms. First, the team includes seven senior professionals working across tasks in parallel, preventing single-point dependencies. Second, Mr. Farrell's proximity to Inyo County (approximately two hours from Pahrump, NV) enables rapid, low-cost in-person coordination without the scheduling constraints of long-distance travel. Third, Mr. Weiss, as day-to-day Project Manager, will maintain monthly progress coordination meetings with ICLTC and provide regular schedule tracking against these milestones. Fourth, the independent consultant model provides scheduling flexibility, as each team member manages their own availability and can surge hours during critical delivery periods.

Docusign Envelope ID: A8ABEBC2-D3D8-8E3C-801D-F2E5E1A5BAB5

Exhibit B

CrisisReadyLab Inyo ERRP Cost Estimate

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CrisisReadyLab LLC - Cost Estimate (Revised)

Inyo County Evacuation Route Resilience Plan

April 2026

Task #	Task Title	Labor	Travel	Direct Costs	Total
1	Stakeholder Advisory Committee	$7,476	$1,500	$200	**$9,176**
2	Public Outreach	$40,420	$7,000	$3,000	**$50,420**
3	Existing Conditions	$54,350	$6,000	$2,200	**$62,550**
4	Capital Improvement Plan for Climate Adaptation	$55,220	$5,000	$1,800	**$62,020**
5	Draft and Final Plan	$32,970	$3,000	$1,254	**$37,224**
6	Board Approval	$5,940	$1,500	$0	**$7,440**
	TOTAL PROJECT COST	**$196,376**	**$24,000**	**$8,454**	**$228,830**

Notes:

Revised per County request to include two additional stakeholder/community meetings and additional project flexibility.

Travel costs are estimated based on team proximity to Inyo County and anticipated in-person meetings.

Direct costs include GIS software/licensing, printing, workshop materials, and survey platform fees.

Travel and direct costs are billed at actual cost with no markup.

This is a not-to-exceed cost estimate. CRL bills for actual time and expenses incurred.

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Labor Detail by Team Member and Task

Hours shown are estimated; actual hours may shift between tasks based on project needs.

Team Member / Role	Hourly Rate	Task 1 SAC	Task 2 Outreach	Task 3 Existing Conditions	Task 4 CIPCA	Task 5 Draft/Final	Task 6 Board	Total Cost
Tom O'Sullivan, PIC / Technical Lead	$120	15	55	125	105	70	15	**$46,200**
Daniel Weiss, Project Manager	$88	30	75	155	105	105	30	**$44,000**
Paul Corgel, CEM, PMP, Sr. Evac Planning Advisor	$90	15	5	75	25	40	0	**$14,400**
Bradley Bartholomew, PMP, Sr. Mitigation / CIPCA Lead	$98	5	15	65	215	60	0	**$35,280**
Erika Estrada, Climate Resilience / Outreach Lead	$58	12	270	80	55	60	0	**$27,666**
Jason Farrell, CFM, Field Coordinator	$100	5	50	65	60	15	15	**$21,000**
Aaron Mendoza, Bilingual Outreach Specialist	$58	0	80	25	15	15	0	**$7,830**
Total Hours by Task		**82**	**550**	**590**	**580**	**365**	**60**	**2227**
Total Labor Cost by Task		**$7,476**	**$40,420**	**$54,350**	**$55,220**	**$32,970**	**$5,940**	**$196,376**

Docusign Envelope ID: A8ABEBC2-D3D8-8E3C-801D-F2E5E1A5BAB5

Rate Schedule

Inyo County Evacuation Route Resilience Plan

Team Member	Role	Hourly Rate
Tom O'Sullivan	Principal-in-Charge / Technical Lead	$120/hr
Daniel Weiss	Project Manager / Day-to-Day Lead	$88/hr
Paul Corgel, CEM, PMP	Senior Evacuation Planning Advisor	$90/hr
Bradley Bartholomew, PMP	Senior Hazard Mitigation Planner / CIPCA Lead	$98/hr
Erika Estrada	Climate Resilience Planner / Public Outreach Lead	$58/hr
Jason Farrell, CFM	Field Coordinator / Mitigation Planner	$100/hr
Aaron Mendoza	Bilingual Community Outreach Specialist	$58/hr

Notes:

All rates are fully-loaded and inclusive of overhead, fringe, and profit.

Travel and direct costs are billed at actual cost with no markup.

Rates are fixed for the duration of the contract (through June 2028).

INYO COUNTY BOARD OF SUPERVISORS

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

DAVID FRASER
County Administrative Officer

DARCY ISRAEL
Asst. Clerk of the Board

AGENDA ITEM REQUEST FORM

May 26, 2026

Reference ID: 2026-308

Purchase Order to Purchase an Atlas Copco Model XAS 185 KUBOTA T4F Air Compressor

Public Works

ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Jose Rodriguez, Engineering Technician	Shannon Platt, Deputy Public Works Director - Roads

RECOMMENDED ACTION:

A) Declare Quinn Power Systems a sole-source provider of an Atlas Copco Model XAS 185 KUBOTA T4F Air Compressor; and B) Approve a purchase order in an amount not to exceed $34,571.86, payable to Quinn Power Systems for an Atlas Copco Model XAS 185 KUBOTA T4F Air Compressor.

BACKGROUND / SUMMARY / JUSTIFICATION:

Inyo County Road Department is continuing its effort to maintain and improve the Inyo County roadways. A portion of this effort will require the purchase of an Atlas Copco Model XAS 185 KUBOTA T4F Air Compressor.

Inyo County Road Department is utilizing Sourcewell, a cooperative purchasing program that provides nationally leveraged discount pricing through Quinn Power Systems (Sourcewell Contract #020923-PWT). Quinn Power Systems has been authorized to sell this contract directly. The pricing offered by Sourcewell provides the County with a discount of approximately 41% off the list price, which makes the pricing highly competitive against comparable products offered on the market. Pursuant to Inyo County Purchasing Manual Section III(B)(5), the Road Department may purchase this air compressor via Sourcewell / Quinn Power Systems without soliciting bids.

Inyo County Road Department is recommending the Board authorize the purchase of one (1) Atlas Copco Model XAS 185 KUBOTA T4F Air Compressor, to be delivered to the Road Department shop in Independence. The total expense, including delivery and taxes, is not to exceed $34,571.86.

FISCAL IMPACT:

Funding Source	Non-General Fund	**Budget Unit**	034600
Budgeted?	Yes	**Object Code**	5650
Recurrence	One-Time Expenditure	**Sole Source?**	Yes
If Sole Source, provide justification below			

The Atlas Copco X-Air 185-100 is an essential asset for the Road Department because it provides a reliable, mobile source of compressed air needed for a wide range of field operations. Pursuant to Inyo County Purchasing Manual Section III (B)(5), the Road Department may purchase this Air Compressor from Quinn Power Systems without soliciting bids.

Current Fiscal Year Impact
Up to $34,571.86 for the period between May 26, 2026, and June 30, 2026.
Future Fiscal Year Impacts
Up to $34,571.86 for the period between July 1, 2026, and June 30, 2027, if the Air Compressor doesn't arrive before the end of the current fiscal year and contingent upon the Board's approval of future budgets.
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve this purchase order. This is not recommended, as the Inyo County Road Department does not currently own an Air Compressor to assist maintain Inyo County's Roads.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

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

APPROVALS:

Jose Rodriguez	Created/Initiated - 04/23/2026
Darcy Israel	Approved - 04/23/2026
Jose Rodriguez	Approved - 04/23/2026
Breanne Nelums	Approved - 04/27/2026
Gordon Moose	Approved - 04/30/2026
Shannon Platt	Approved - 05/05/2026
Amy Shepherd	Approved - 05/05/2026
Keri Oney	Approved - 05/06/2026
John Vallejo	Approved - 05/06/2026
Cap Aubrey	Approved - 05/06/2026
Denelle Carrington	Final Approval - 05/15/2026

ATTACHMENTS:

1. Sole Source Form
2. Quote

County of Inyo

Sole Source Authorization Form

Vendor:	Quinn Power Systems
Date:	4/21/2026

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

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

Select one of the following:

- ☐ The capability of the proposed contractor is critical to the specific effort and makes the contractor clearly unique compared to other contractors in the general field.
- ☐ The proposed contractor has prior experience of a highly specialized nature that is vital to the proposed effort.
- ☐ The proposed contractor has facilities, staffing, or equipment that are specialized and vital to the services being requested.
- ☐ The proposed contractor has a substantial investment that would have to be duplicated at the County's expense by another contractor entering the field.
- ☐ A critical proposed schedule for the service and/or product that only one proposed contractor can meet.
- ☐ A lack of competition because of the existence of patent rights, copyrights, trade secrets, and/or location.
- ☑ *Sourcewell Purchase under Account#4507*

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

County of Inyo

Sole Source Authorization Form

Sole Source Justification:
The Atlas Copco X-AIR 185-100 is an essential asset for the road department because it provides a reliable, mobile source of compressed air needed for a wide range of field operations. From powering pneumatic tools for asphalt cutting, jackhammering, and pavement repair to supporting maintenance tasks in remote locations, this unit ensures crews can work efficiently without dependence on fixed infrastructure. Its diesel-powered, liquid-cooled engine delivers consistent performance in demanding environments, while the sound-dampened Hard Hat enclosure minimizes noise in residential or high-traffic areas. Safety and environmental protection are enhanced through its fluid containment system, reducing the risk of spills on roadways. Additionally, features like the minimum pressure and load valve improve operational efficiency, the external lifting eye allows for easy transport between job sites, and the user-friendly XC1004 controller simplifies operation for field crews. Overall, this compressor increases productivity, safety, and reliability in maintaining and repairing public road infrastructure.

Fred Aubrey (Apr 21, 2026 12:08:29 PDT)

Department Head Signature

Sole Source Approval

Denelle Carrington (Apr 21, 2026 12:59:08 PDT)

Purchasing Agent Signature

John Carl Vallejo

County Counsel Signature

Heather Williams

Auditor-Controller Signature

QUINN POWER SYSTEMS CAT
3500 Shepherd Street, City of Industry, California 90601
Box 226789, Los Angeles, California 90022-0744
(562) 463-6000 Fax: (562) 463-7156

QUOTATION

NO. RC251853 r2

Date: ***April 14, 2026*** Page: ***1 of 4***

Contact:	**Gordon Moose**	Terms:	**Net Cash, see T&C's**
Company:	**Inyo County**	F.O.B.	**Jobsite, unloading by others**
Address:	**P.O. Drawer Q**	Sales Rep.:	**Robbin Camp**
City, Zip:	**Independence, CA. 93526**	Contact #:	**661-391-3530**
Phone:	**760-878-0201** Email: gmoose@inyocounty.us	Email:	rcamp@quinnpower.com

Special pricing under Sourcewell formally (NJPA) program

Power Technique North America – Sourcewell #020923-PWT

Sourcewell Member I.D. number for
Inyo County Account # 4507
Atlas Copco # 020923-PWT

(1) Atlas Copco Model XAS 185 KUBOTA T4F

Pricing.....	Atlas Copco List:	$ 43,821.85 Plus Tax
.....	Non Atlas Copco Items:	$ 3,875.00 Plus Tax
.....	Total:	$ 47,696.85 Plus Tax

Sourcewell Pricing.....	**$ 28,207.00 Plus Applicable Taxes**
Freight / Delivery.....	**$ 3,875.00**
Sales Tax ($7.75%).....	**$ 2,486.36**
Tire Tax ($1.75 per tire).....	**$ 3.50**
Total Price	**$ 34,571.86**

Due to global market vulnerability and unknown tariffs, any material cost increases imposed on Quinn will be passed on to the buyer.

Quotation is good for *30 days* from quote date above, expires after that duration
Submittal lead time approximately 8 weeks
Submittal approval not to exceed 8 weeks
Additional time will impact delivery schedule and equipment price increases

3500 Shepherd Street, City of Industry, California 90601
Box 226789, Los Angeles, California 90022-0744
(562) 463-6000 Fax: (562) 463-7156

QUOTATION

NO. RC251853 r2

BILL OF MATERIALS

Compressor Package:

See attached spec sheet

Accessories and/or modifications

Initial fill of coolant and lube oil
(1 set) Operation & Maintenance manuals (electronic copy) * ***(additional sets, at additional cost)***
Factory standard warranty

QPS field work

Delivery to jobsite – ***(offload/crane service by others)***

Not included
Sales tax
Air, building or construction permits
Offloading/crane service of equipment off delivery truck
Installation, wiring, piping, plumbing or anchoring of equipment
Diesel fuel, initial fill or for testing
Emissions Testing

Availability:
Submittals: Estimated (8-10 Weeks) on receipt and approval of purchase order. (1 electronic copy)
Equipment: Estimated (10-12 Weeks) for factory build time after submittal approval.
Modifications: Estimated (Additional time TBD) additional time will vary depending on 3rd party or Quinn shop schedule and scope of work.
Not included: Unforeseen factory delays, transit time from factory or vendor and/or delays due to project site readiness.
***** Equipment prices and lead times are subject to change without notice.*****

NOTES, EXCEPTIONS, CLARIFICATION

- Quinn Power Systems is not a general, electrical or installing contractor. Providing equipment and services as described above only.
- The equipment offered in this proposal is CAT standard product (with modifications) as listed above based on 1) verbal or written request. No specifications or drawings provided for review. 2) specification section XX XX XX (# pages, dated xx/xx/xx) and/or single line drawing XX (dated xx/xx/xx) provided for review. No other written details, plans, specification sections, contract documents, general or supplementary conditions apply to this quotation. Equipment is as stated above, call for any revisions to equipment quoted. Exception taken to anything not included in this proposal and as listed below.
- Quotation does not include any Sales Tax, Air District or Building Permits, Off-loading or Crane Services, Installation or Anchoring, Initial Fuel fill or Test fuel, Major Testing unless otherwise specified in the Bill of Materials.
- Depending on final height of installed generator set, a working platform may be required to access the control panel and maintenance doors. Platforms are not included in this proposal, unless stated above. Call for revised quotation if required.
- Startup/Commissioning Services are provided for CAT factory/QPS supplied equipment only. Scope of work for Startup Services available upon request. Out of Scope services are billed on a Time & Material basis in the field at purchaser's expense. QPS standard labor rates apply. Technician services are provided during normal business hours Monday through Friday.
- Exception taken to any NETA 3rd party or independent testing requirements. Any and all testing as listed above to be provided by QPS technicians.
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EMISSIONS NOTE

- **"California Air Resources Board (CARB) has approved alignment with the federal New Source Performance Standards (NSPS). Such alignment allows for emergency standby engines to be exempt from Tier 4 emissions standards; however, local air districts can require more stringent emissions control. The prospective buyer of the equipment quoted above is hereby notified the NSPS exemption does not apply to non-emergency standby engines (e.g. prime power applications such as peak shaving, parallel operation with the grid, or storm avoidance), or portable engines, even if used for emergency standby. Consult the local air district for permitting requirements and required emissions controls. Presently, South Coast Air Quality Management District (SCAQMD) Rule 1470 requires the use of a particulate filter if an engine is located within 100 meters of a school, and may require either a diesel particulate filter or an oxidation catalyst, depending upon engine size, if the installation is within 50 meters of a sensitive receptor. Particulate filters may also be required for Title V and major polluting facilities. For emissions requirements specific to the project for which this engine is being quoted, please contact SCAQMD at 909-396-2000. Unless otherwise listed above a DPF is not included in this proposal, please call for quotation if a DPF is required for this project."**

- **Caterpillar engines require a minimum of 30% load to prevent engine damage due to wet-stacking. Depending upon the permit and site specific conditions, SCAQMD emergency engine permits will only allow between 20 and 50 hours of runtime per year for non-emergency applications such as testing and exercising. Passive Diesel Particulate Filter systems depend on generator loading of a minimum of 50-60% to achieve minimum exhaust temperature threshold to keep soot regeneration and the filter backpressure within acceptable levels. If the engine will be operated consistently at low loads/low exhaust temperatures, the customer should make provisions to add load via facility operations or a load bank. Active Diesel Particulate Filter systems require no external load in order to regenerate. If listed above, Passive DPF option pricing, does not include a load bank or a load bank circuit breaker. If a load bank is needed for this project, please call for quotation.**

TERMS AND CONDITIONS

1. Acceptance of Order.
This Quotation is for Buyer's information only and is not a valid offer to sell unless signed by an authorized representative of Seller in the place provided on the face of this Quotation. Prices, terms and conditions in an order from Buyer, which are inconsistent with the prices, terms and conditions of this Quotation, will be rejected by Seller, and are of no force and effect unless accepted in writing by Seller. Prices, delivery schedules and the scope of work on this Quotation are subject to change at Seller's discretion.

2. Liability.
Seller's liability on any claim of any kind, including claims for negligence, or for any loss or damage arising out of or connected with the manufacture, sale, delivery, installation, resale or use of any products covered by or furnished under any order connected with this Quotation shall be limited to those claims arising solely from the acts of Seller and Seller shall in no way be liable for any special, indirect, incidental or consequential damages. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment. Buyer expressly acknowledges and agrees that Seller has set its prices in reliance upon the limitations of liability and other terms and conditions specified herein, which allocate the risk between Seller and Buyer and form a basis of this bargain between the parties. Any claims against Seller for shortages in shipments shall be made in writing to Seller within fifteen (15) days of receipt of shipment by Buyer. Unless otherwise provided for in writing, Seller's responsibility for shipment ceases upon delivery to carrier, and any claims for shortage, delays or damage occurring thereafter shall be made direct to carrier by Buyer. Seller shall not be liable for any delays in delivery attributable to strikes, labor disputes, lockouts, accidents, fires, delays in manufacture or in transportation, delays in delivery of component materials, floods, severe weather, or Acts of God, embargoes, governmental actions, or any other cause beyond the reasonable control of Seller. Seller shall not indemnify nor be liable to Buyer, Buyer's assigns, successors, purchasers, lessees or licensees, or to any person or entity for any claims, losses, expenses or judgments arising out of or resulting in any way from the product or integration of compatibility of the product with any other components, processes, facilities or equipment that does not comply with the equipment manufacturer(s)'s recommendations.

3. Shipments.
Unless otherwise specified, all risk of loss from the goods shall shift to Buyer at such time as the goods are delivered to a carrier for shipment to Buyer. Unless otherwise specified, shipment dates are approximate and all quoted prices exclude shipping costs. Shipment of goods under any order accepted by Seller shall be subject to the approval by Seller of Buyer's financial condition at the time of shipment. Whether or not terms of payment are specified elsewhere, Seller may, at its option, condition shipments under any order accepted by Seller upon receipt of satisfactory security or of cash prior to shipment. If, at Buyer's request, shipment of goods under any order accepted by Seller is delayed more than thirty (30) days after the shipment date specified in the order, or the date the goods are ready for shipment, whichever is later, Seller will require immediate payment in full and/or assess additional charges for the expenses incident to such delay.

4. Termination.
In the absence of a written agreement between Buyer and Seller expressing different terms and conditions as to termination, any order accepted by Seller may be terminated prior to completion by Buyer only upon written notice to Seller and payment of Seller's termination charges. If notice of termination is received by Seller after Seller has committed to buy the principal components for any order, termination charges shall include all direct and indirect costs incurred by Seller and the total profit anticipated by Seller. Additionally, Buyer's instruction to Seller to stop work for thirty (30) days during the time specified for performance in any order may be construed by Seller as the equivalent of written notice of termination from Buyer and previous stipulations will be in effect.

5. Taxes.
Unless expressly stated, Seller's prices do not include sales, use, excise or similar taxes, which Seller may be required to pay in filling Buyer's order. The amount of any applicable tax shall be paid by Buyer as an additional charge unless specifically included in any order accepted by Seller, or in lieu thereof, Buyer shall provide Seller with a tax exemption certificate acceptable to the taxing authorities.

6. Patents.
Seller shall, at its own expense, defend and save Buyer harmless from the expenses and consequences of any suit or procedure brought against Buyer, based on a claim that the use or sale of goods specified in any order accepted by Seller constitutes an infringement of any United States letters of patent in existence on the date of any such order; provided Buyer promptly notifies Seller in writing of such claim and gives the necessary authorization, information and assistance for the defense of such a claim.

7. Changes.
Seller, and Seller's suppliers, may, at any time, without notice to Buyer, make changes (whether in design, materials, the addition of improvements, or otherwise) in any goods specified in any order accepted by Seller without incurring any obligation of any kind as a result thereof, but only to the extent that such change does not cause the goods specified to fail to meet Buyer's requirements. Buyer may, in its order, provide for changes in its requirements with provision for a corresponding equitable change in the price, if any; but in no instance shall Buyer make changes, which are substantially different from the scope of the original order accepted by Seller.

8. Export Sales.
In the event the goods and services specified in any order accepted by Seller are for export, the Buyer shall be responsible for securing export, import and other licenses or authorizations as may be required. The conditions specified in this Section apply to all export transactions. This transaction is only for the sale of the equipment requested and detailed in this Quotation. Not included is any startup assistance, field-testing, training or any other services that might be required on site. Also not included is any installation, installation audits, sea trials (if applicable), or installation materials. To ensure proper application, installation, and warranty integrity, Buyer is encouraged to contact the applicable Caterpillar Dealer for these services. The costs of these services are not included in the sale price nor will Seller be responsible for any such related costs.

9. Permits for Equipment Design, Installation and Operation.
As a supplier of equipment, disclaims responsibility for any and all permits or licenses necessary to design, install and operate the equipment due to zoning, air quality, environmental, safety, building or construction codes or use permits pertaining to Buyer's particular application of such equipment or any similar type of permit. Special attention should be given to the requirements of local air district rules and California Air Resources Board (CARB) regulations pertaining to permit requirements. Seller is quoting on equipment based on the specifications set forth in this Quotation. If additional equipment or engine modifications are required beyond the specifications, such as additional equipment required for compliance by a local air district or CARB, those items are not included and are the responsibility of Buyer. For example, South Coast AQMD (SCAQMD) Rule 1470 may require controls and limits on particulate matter, especially when the engine installation is within 100-meters from a school, or within 50 meters of a sensitive receptor (defined in Rule 1470). Ultra low sulfur fuel is required for particulate filters. CARB Diesel Fuel, or other CARB-approved alternative fuel, is also required for compression ignition (CI) engines operated in California. When indicated in the bill of materials, the proposed equipment may be SCAQMD pre-approved as Certified Equipment. This certification does not eliminate the permit process or responsibility of others to obtain a permit. Procurement of certified equipment assures permitability, reduces the permit processing fees and reduces the time necessary to obtain the permit through SCAQMD.

10. Start-up, Commissioning and Operating Requirements.
Equipment provided in this Quotation may require start-up and commissioning, including inspection(s), to ensure the equipment is installed in accordance with manufacturer(s)'s recommendations and specifications. If Seller has commissioned the equipment, Buyer agrees not to modify the design or components of the installation such that the modifications would violate any legal requirements of the installation, or would cause the installation to deviate from manufacturer(s)'s recommendations and specifications. Buyer acknowledges and agrees that, with respect to products sold to Buyer in connection with this Quotation, Buyer shall have the sole responsibility to ensure the products are properly installed, operated and maintained in accordance with the manufacturer(s)'s recommendations and specifications, and to determine and

comply with all applicable Federal, state, local and regulated use restrictions and requirements, including, without limitation, the continuing responsibility to ensure that the use of product is in full compliance with all applicable environmental laws and regulations. Failure to install, operate and maintain the products in accordance with the manufacturer(s)'s recommendations and specifications will invalidate any applicable manufacturer's warranty.

11. Additional material.
Only those items listed in this Quotation are included with any order. For example, unless specifically identified in this Quotation, the following items are not included with any purchased equipment: any exhaust or fuel piping, main fuel tank, fuel, duct work, special tools, insulation, wiring, cable, bus duct, concrete, anchor bolts, rigging or any material or labor incidental to the installation itself. Buyer specifically assumes responsibility for the provision of any such items if not specifically identified in the Quotation.

12. Hours of services.
When included, delivery, startup assistance, field testing, training or any other services required on site will be provided during the normal weekday working hours of 7:00 am to 4:30 pm. Delivery or services occurring at any other time, weekends or holidays is subject to premium charges.

13. Warranty.
The equipment manufacturer's warranty is the only warranty provided in connection with the equipment described in this Quotation. Buyer is responsible for operating and maintaining the equipment as specified by the manufacturer. The manufacturer's warranties are exclusive and in lieu of all other warranties either oral or written, express or implied, including but not limited to any warranty of merchantability or fitness for a particular purpose. Seller is not a manufacturer and makes no warranty and shall not, under any circumstances, be liable for any indirect or special, incidental or consequential damages including but not limited to loss of production, loss of profit, loss of use or business interruption, or any other economic loss, whether arising from contract, tort, strict liability or any other theory of law. Buyer, Buyer's assigns, successors, purchasers or any other person designated to operate the equipment as the end user, is responsible for operating the equipment in accordance with manufacturer(s)'s recommendations and specifications. Failure to perform all scheduled maintenance may result in damage to the equipment, and may be grounds to deny warranty coverage.

14. Terms.
Terms of payment are due upon receipt of invoice with no deductions of any kind for retentions, setoffs, discounts or other similar items. A finance charge of 1.5% per month (not to exceed the maximum allowed by law) will be charged on all past due invoices. When necessary Seller will file a California "Preliminary 20-day notice" pursuant to Section 3097 of the California Civil Code.

15. Cost additives.
A: Unit Cost.
Quotation prices are valid for 30 days only and are based on current market prices as of date of quotation. The Seller reserves the right to adjust the final invoice with a price escalation up to 6% due to 1) purchase orders being received after expiration of quotation, 2) fluctuations in raw materials market prices at time of order, 3) labor rate increases at time of scheduled field services, 4) delays in submittal approvals and/or release of equipment or 5) additional items or services provided that were not included as part of the original quotation. Since final invoicing can and may take place up to a year or more from original quotation date.
B: Delays.
If delivery is delayed by customer Buyer beyond original shipment date, purchase price is due 30 days after original shipment date and a storage and handling charge will be applied and is due each month until delivery. Finance charge of 1.5% per month (not to exceed the maximum allowed by law) is applicable on any amounts arising hereunder or in connection herewith that are not paid when due.
C: Start up.
If construction of the facility or other delays are experienced or expected, which prohibit the initial startup of the equipment beyond one year from delivery additional costs may be imposed including, but not be limited to, long term storage preparation, inspection charges, parts, service, *etc.*

16. Lead Times.
Lead times are based on manufactures estimated timetables. Project completion time may vary due to delays in receipt of purchase orders, submittal approval, release of equipment, manufactures unforeseen delays in production or holiday schedules. Project completion time frame cannot be guaranteed. Back orders will be processed as soon as available. Part number changes may be made to provide latest improved interchangeable items of equipment.

17. Governing Law and Venue.
The rights and obligations of the parties with respect to the transactions contemplated by this Quotation shall be governed in all respects by the laws of the State of California. The parties hereto irrevocably agree that the exclusive venue for any litigation arising in connection with the transactions specified in this Quotation shall be in the courts located in the County of Los Angeles, California.

18. Attorneys' Fees and Costs.
In the event of any legal action, controversy, claim, or dispute between the parties involving the transactions contemplated by this Quotation, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorneys' fees, and costs.

19. Additional Conditions.
Buyer shall furnish to Seller, at no cost, suitable working space, storage space, adequate heat, telephone, light, ventilation, regulated electric power and outlets for testing purposes (if applicable). The facilities shall be within a reasonable distance from where any applicable services are to be provided. Seller and its representatives shall have full and free access to the equipment in order to provide any applicable services. Buyer shall provide the means to shut-off and secure electric power to the equipment and provide safe working conditions. Buyer shall not require Seller or its employees, as a condition to site access or otherwise, to further agree or enter into any agreement, which waives, releases, indemnifies or otherwise limits or expands any rights or obligation whatsoever. Any such agreements shall be null and void. Seller is under no obligation to remove or dispose of parts or equipment unless specifically agreed upon in Seller's scope of work. Seller-removed parts become the property of Seller. Seller must not perform any electrical power switching unless specifically requested by Buyer, under the supervision of Buyer, and subject to procedures jointly agreed to in advance. Notwithstanding Buyer's request, Seller may refuse to perform power switching, if in the opinion of Seller, such action would be unsafe. IN THE EVENT THAT SELLER PERFORMS POWER SWITCHING, TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER SHALL INDEMNIFY, DEFEND, AND HOLD SELLER HARMLESS FROM ANY AND ALL LIABILITY, ACTIONS, SUITS, CLAIMS, DEMANDS, DAMAGES, COSTS, AND EXPENSES ("LOSSES") ARISING OUT OF OR IN ANY WAY CONNECTED WITH OR RESULTING FROM SELLER'S PERFORMANCE OF POWER SWITCHING, REGARDLESS OF WHETHER THE LOSSES RESULT FROM SELLER'S NEGLIGENCE (WHETHER ACTION OR PASSIVE, AND WHETHER SOLE, JOINT, OR CONCURRENT), AND EVEN THOUGH CAUSED IN WHOLE OR IN PART BY A PRE-EXISTING DEFECT, STRICT LIABILITY, OR OTHER LEGAL FAULT OF SELLER. THIS INDEMNITY SHALL APPLY TO ANY ACTS OR OMISSIONS OR NEGLIGENT CONDUCT, WHETHER ACTIVE OR PASSIVE, ON THE PART OF EITHER SELLER OR BUYER. If OSHA or any other federal, state or local government, trade association, or contractual regulations or standards require a "safety person" to be on site during the performance of services, or in the event of a trade union jurisdictional dispute where trade union represented personnel are required to assist or stand by during the performance of services by Seller, Buyer shall be responsible for providing for and paying for any charge or wages for such person(s), as applicable. Buyer shall immediately inform Seller, in writing, at the time of order placement and thereafter, of any unsafe or hazardous substance or condition at the site, including, but not limited to, the presence of asbestos or asbestos-containing materials, and shall provide Seller with any applicable Material Data Safety Sheets regarding the same. Any losses, costs, damages, claims and expenses incurred by Seller as a result of Buyer's failure to advise Seller shall be borne by Buyer. Seller, in its sole discretion and without cost or penalty, reserves the right to cancel its performance under this Agreement or any order immediately upon written notice to Buyer following Seller's discovery of unsafe or hazardous site substance or condition or any other circumstance altering Seller performance of Services. Buyer shall appoint a representative familiar with the site and the nature of the Services to be performed by Seller to be accessible at all times that Seller personnel are at the site. Seller shall not be liable for any expenses incurred by Buyer in removing, replacing or refurbishing any Buyer equipment or any part of Buyer's building structure that restricts Seller's access. Buyer's personnel shall cooperate with and provide all necessary assistance to Seller. Seller shall not be liable or responsible for any work performed by Buyer.

ACCEPTED BY:

By: _____

Company: _____

Date: _____

P.O. #: _____

SUBMITTED BY:

By:

Quinn Power Systems

Phone:

X-AIR 185-100 Kubota USA

Portable compressor



Standard Scope of Supply

The Atlas Copco **X-AIR 185-100** is a single-stage oil-injected rotary screw type air compressor, powered by a liquid-cooled, three cylinder diesel engine.

The unit consists of an air end, diesel engine, cooling circuit, air/oil separation and control systems - all enclosed within a sound dampened HardHat™ polyethylene shell.

Unique features – 110% fluid containment, minimum pressure and load valve, external lifting eye, new easy to use controller XC1004

Available Models

X-AIR 185-100	single stage - 100 psi – Kubota engine

Standard Features

- Latest Atlas Copco screw technology
- 110% Spillage Free Containment Frame
- Xc1004 controller with minimum pressure and load valve
- Heavy Duty Single Axle Trailer w/ 13" tires
- Spin on type compressor oil separator
- HardHat™ Enclosure

Benefits

- 189 CFM free air delivery @ 2.37Gal/hr (8.97L/hr)
- Protects environment from spill/ leaks, avoids costly clean up
- Easy to use, one controller to regulate the entire machine
- Well balanced for safer towing or moving around site
- High ground clearance for rough site and road conditions
- Less than one hour service with no special tools required
- Heavy duty double wall polyethylene enclosure
- Dent and UV Resistant
- Keeps looking new for longer and adds to resale value
- Easy access for getting on/off site

Optional Features	Benefits
• Extended drawbar with hose reel	• Keeps all of the customer's hoses in the same place, great for municipal bids. It comes as 50' or 100' Single Hose Reel or Dual Hose Reel
• Undercarriage variants and add-ons	• Several types of loose ball couplings (2 5/16", 2" and 2" bulldog).
• OSHA valve	• OSHA compressed air safety shut-off valves immediately shut off the air supply should the volume of air flowing through the valve exceed a preset value. (For example: when an air hose breaks)
• Toolbox	• Internal toolbox sized to fit a 90lb breaker
• Support mount	• Support mounted frame (no wheels)
• 15" Wheels and tires	• 15" wheels with 205/75r15 tires

Technical Data

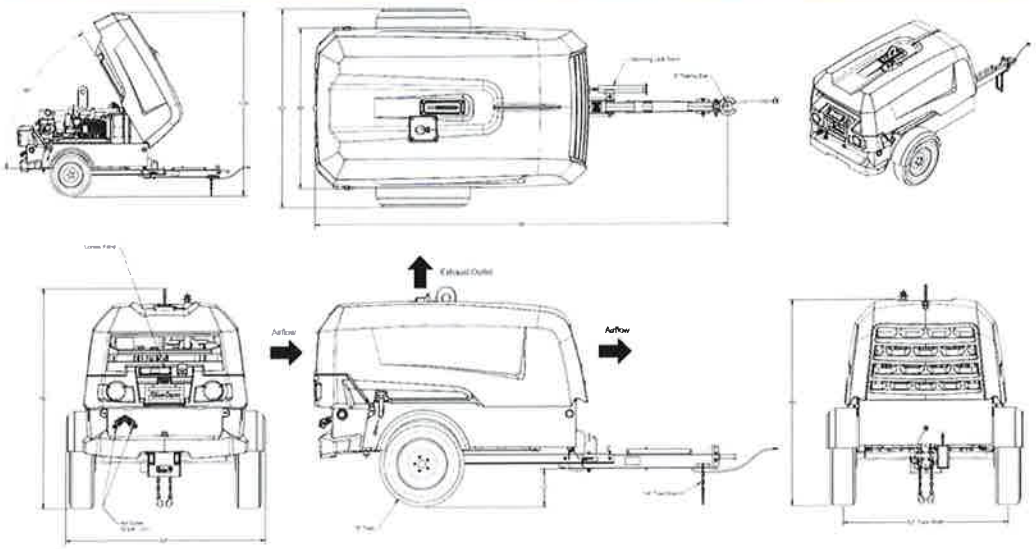
Compressor	Units	X-AIR 185-100 T4F
Actual free air delivery[1] (FAD)	cfm	189
Normal effective working pressure	Psi	100
Maximum unloading pressure	Psi	125
Minimum working pressure	Psi	58
Max. sound pressure level @ 23' (7m) at normal working speed & pressure[2]	dB(a)	76
Compression Stages		1
Air Receiver Capacity	US Gal (L)	4.76 (18.0)
Compressor oil capacity	US Gal (L)	2.5 (9.7)
Approximate air outlet temperature	°F (°C)	200 (93)
Air Compressor outlets		2 x ¾"
Max. ambient temperature (at sea level)[3]	°F (°C)	122 (50)
Maximum altitude	ft (m)	9842 (3000)
Minimum starting temperature (without cold weather options), standard TBV	°F (°C)	14 (-10)
Minimum starting temperature (with cold weather options)	°F (°C)	-13 (-25)

Engine	Kubota	D1803-T
Emissions Regulation	US EPA	Tier 4 Final
US EPA Engine Family		KKBXL01.8EMD
Output at rated speed (2700 rpm) [4]	HP	49,6
Number of cylinders		3
Aspiration		Turbocharged
Displacement	cu in (L)	111.4 (1.82)
Engine speed (Unloaded)	rpm	1800
Engine speed (Maximum load)	rpm	2700
Engine oil capacity	US Gal (L)	1.62 (6.1)
Engine coolant capacity	US Gal (L)	2.6 (9.9)
Fuel tank capacity	US Gal (L)	27 (102)
Fuel consumption at 100% load	Gal/Hr (L/Hr)	2.37 (8.97)
Fuel consumption at 75% load	Gal/Hr (L/Hr)	2.15 (8.14)
Fuel consumption at 50% load	Gal/Hr (L/Hr)	1.69 (6.40)
Fuel consumption at 25% load	Gal/Hr (L/Hr)	1.35 (5.11)
Fuel consumption at 0% load	Gal/Hr (L/Hr)	1.13 (4.28)
Electrical System (Negative Ground)	V	12
Battery Capacity (Cold Cranking Amps[5])	A	725

1 According to ISO 1217 ed.3 1996 annex D
2 Measured in accordance with ISO 2151 under free field conditions @ 7m distance
3 Consult Atlas Copco for proper de-rating instructions for operation beyond ambient limitations
4 Horsepower limited by Engine ECU
5 According to DIN 72311

Dimensions

Trailer mounted - HardHat™ Version



Weight (Wet - Ready-to-operate)

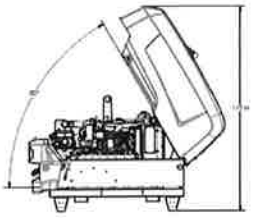
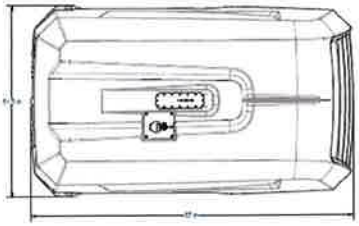
		X-AIR 185-100
Trailer mounted	lb (Kg)	2100 (952)

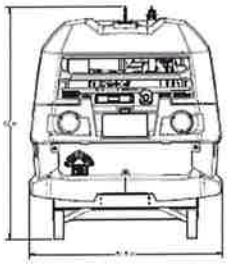
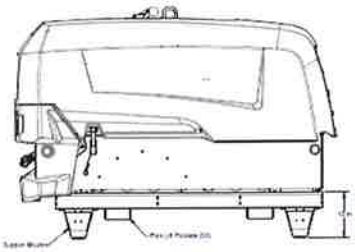
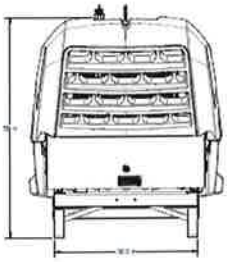
Dimensions

		X-AIR 185-100
Trailer mounted Inches (m)	L x W x H	130 (3.3) x 62 (1.57) x 69 (1.75)

Dimensions

Support mounted - HardHat™ Version

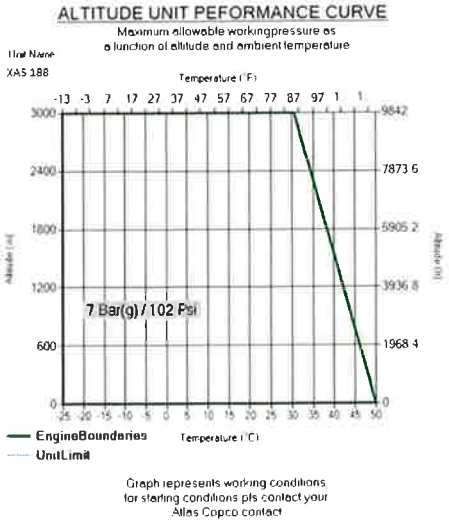




Weight (Wet - Ready-to-operate)

		X-AIR 185-100
Support mounted	lb (Kg)	TBD

Dimensions

		X-AIR 185-100
Support mounted Inches (m)	L x W x H	87 (2.21) x 51.5 (1.31) x 62 (1.58)



Principle Data

Compressor Element

The X-AIR 185-100 compressor utilizes Atlas Copco's new C-90 element that is driven from the diesel engine with coupling. Our new element brings even more flow with less fuel consumption.

Inlet air is filtered through a heavy-duty two-stage air filter.

Air/Oil Separator

Air and oil separation is achieved through a centrifugal compressor oil separator with a spin on type filter element for easy maintenance. Separators are ASME/CRN approved versions and are stamped accordingly.

The separator is equipped with a sealed high-pressure safety relief valve, sonic nozzle, automatic blow-down valve, and pressure regulator.

Easy to service, just one hour service, no special tools and up to 1500 hour / 2 years compressor service interval.

Air/Oil Separator Tank:

Volume	4.76 US Gal / 18 L
Certifications	ASME / CRN
MAWP	261psi @ 248°F

Cooling System

The cooling system consists of integrated side-by-side aluminum oil cooler with axial fan to ensure optimum cooling. A guard for operator safety protects the fan. There is an access port on both sides of the fan box for easy cleaning

The cooling system is suitably designed for continuous operation in ambient conditions up to 122°F, with canopy door always closed.

Compressor Regulating System

The compressor regulating system consists of air receiver/oil separator, compressor element, blow down valve and pressure safety valve.

Economic power consumption is assured by the fully automatic 100% step-less speed regulator that adapts engine speed to air demand.

Discharge Outlets

Compressed air is available from 2 x 3/4" outlet valves, with claw type (Chicago) coupling.

Storage Compartment

The compressor has a built in open top tool box compartment. Tool box dimension is: **33.8"L x 7.4" W x 10" H.**

Safety Features

The compressor has many safety features: Pressure safety valve, emergency shut down button, low fuel shut down, high temperature engine coolant, high temperature compressor oil and engine oil pressure

Engine

Kubota D1803-T

Kubota D1803 Tier 4 Final, turbocharged, three-cylinder, liquid-cooled diesel engine provides ample power to operate the compressor continuously at full-load.

Meets all US EPA and Environment Canada exhaust legislations with Tier 4 Final compliance. The US EPA engine family is "EKBXL02.4END". The engine utilizes a DOC to meet Tier 4 Final emissions. All functionality of the engine and exhaust after treatment are controlled automatically on the XC1004 controller.

Engine output at rated speed, in accordance to SAE Standard, is 49hp at 2700 rpm, as limited by the engine ECU.

The engine has the capability to start the compressor to 14°F (-10°C) with standard glow-plug aid. Cold start options are available for up to -13°F (-25°C).

The 27 Gal (102L) fuel tank is sufficiently sized to operate the unit for 11 hours at full-load condition.

Electrical System

The **X-AIR 185-100** is equipped with a 12 Volt negative ground electrical starting system.

Instrumentation

The instrument control panel is located on the back, of the compressor canopy with easy access.

Standard instrument package includes an operating pressure gauge, and fully diagnostic ECU controller with large 3.5" display. The intuitive Atlas Copco XC1004 controller is easy to operate with all functions conveniently at your fingertips. The controller also manages the engine ECU operating system, and a number of safety warnings and shut downs on various parameters (listed below).

XC1004 Controller Functionality:

- Displayed while running
  - Hours
  - Fuel level
  - RPM
  - Outlet pressure
- Compressor measurements displayed
  - Running hours
  - Fuel level
  - Battery voltage
  - Running hours
  - Regulating pressure
  - Minor and major service counters in hours and days
  - Compressor element temperature
- Warnings and Shutdowns
  - High temperature engine coolant
  - High temperature compressor oil
  - Engine oil pressure
  - Low fuel level
- Settings
  - Reset service timers
  - Diagnostics for engine ECU
  - Unit of measure changes
- Operational Buttons
  - Start and stop of the unit
  - View measurements, settings and alarms
  - Graphical representations of the alarms
- Engine measurements displayed
  - Current fuel level
  - Engine coolant temperature
  - Engine oil pressure
  - Engine RPM
- Alarms
  - View current & historical alarms present
  - DM1: View current engine codes (SPN/FMI)



Bodywork

The compressor is delivered in the HardHat™ version.

HardHat™: Our HardHat™ version comes standard with dual wall, Polyethylene material providing superior corrosion, and UV protection against fading and discoloration. As well as unmatched dent and damage resistance. The canopy is sound attenuated to meet the most current legal noise requirements. A clamshell style hood offers easy service access to all components.

Undercarriage

The **X-AIR 185-100** compressor is available with undercarriage alternatives, providing utmost flexibility in installation or towing requirements.

- Single axle trailer setup with:
  - US DOT/Federal MVSS 49CFR571 approved light package and 4 way trailer plug– Adjustable height pintle hitch (3" lunette)
  - 13" Rims w/ ST205/75D13 Tires for trailer use
  - Trailer brakes not standard (can be added as option)
  - Heavy Duty torsion axle rated at 2,500lbs
  - Safety chains
  - Screw jack leveling
  - Single point lifting structure

- Undercarriage options
  - Loose Ball Coupling 2 5/6"
  - Loose Ball Coupling 2"
  - Loose Ball Coupler 2" Bulldog
  - Toolbox

Manufacturing & Environmental Standards

The **X-AIR 185-100** is manufactured following stringent ISO 9001 regulations, and by a fully implemented Environmental Management System fulfilling ISO 14001 requirements.

Attention has been given to ensure minimum negative impact to the environment.

The **X-AIR 185-100** meets all current US EPA, CARB and Environment Canada exhaust and noise emission directives.

Supplied Documentation

The unit is delivered with documentation regarding:

- Hard copies of the Atlas Copco Operators Safety and Instruction Manual, Atlas Copco Parts Book, as well as electronic copies available on request.
- Warranty Registration card for engine and Atlas Copco Compressor (Units must be registered upon receipt).
- Certificate for air/oil separator vessel and safety valve approval, ASME/CRN (Upon request only).

Warranty Coverage

Kubota Engine: Two (2) years / 2,000 hours of operation (whichever occurs first) & Major Component Warranty (MCW) for three (3) years / 3,000 hours (whichever occurs first) warranty from Kubota Engine America. Unit must be registered directly with Kubota upon receipt to be eligible for warranty. Failure to register warranty upon initial startup may cause warranty claim delays or rejection of claim by Kubota.

Atlas Copco Compressor: Warrantied to be free from defects with regard to material and workmanship for the period of eighteen (18) months from date of shipment from the factory, or twelve (12) months from date of initial start-up, whichever occurs first, without limitation of running hours.

Air compressor element assemblies used in Atlas Copco portable air compressors, is warranted to be free from defects with regard to materials and workmanship for the period of thirty (30) months from date of shipment from the factory, or twenty four (24) months from date of initial start up, whichever occurs first, without limitation of running hours. Atlas Copco service kits including parts and oils (PAR Oil's) must be used to maintain warranty. Failure to register warranty upon initial start-up may cause warranty claim delays or rejection of claims.

Extended Warranty Programs: Programs are available; please contact your local sales representative for more info.

Power Technique North America LLC
WARRANTY STATEMENT
(REVISED JANUARY 2025)

Power Technique North America LLC (hereinafter referred to as "SELLER") warrants that SELLER-manufactured (or affiliate-manufactured) equipment/ machinery/ components/ Accessories/ parts/ items ("Products") delivered by SELLER are delivered free of defects in material and workmanship, except as otherwise set forth herein. This warranty will expire at the end of the published base period, months or hours of operation (whichever occurs first), as indicated in the chart below. Should any defect in material or workmanship be discovered during the below-specified warranty period, SELLER will (subject to the rest of this Warranty Statement) provide a new part or (at SELLER's option) a repaired part, in place of any part which is found to be defective upon inspection by SELLER during the applicable warranty period. A Product will not be considered defective as a whole machine, and the warranty repair/replacement will be limited to the "individual part" proven defective. The defective part will be repaired or replaced at authorized repair facility during normal working hours. At its sole discretion SELLER may elect (as determined by an executive officer of SELLER at its headquarters in Rock Hill, South Carolina) to take back any defective Product and refund or credit monies paid to SELLER for such defective Product less a reasonable allowance for use, in lieu of repair or replacement. SELLER will determine at its sole discretion which of the above-mentioned options (repair, replace, refund, or credit) SELLER will take regarding the defective Product. Consumables/wear items are expressly excluded from the warranty. In addition, it is expressly understood that maintenance (for example preventative maintenance) is not included in the warranty. The warranty and remedies are conditioned upon (a) the purchaser registering the Product within 30 days after purchase of the Product, (b) proper storage/installation/use/maintenance of the Product in accordance with the Product's instruction manuals, (c) the purchaser keeping complete and accurate records of maintenance throughout the warranty period and giving SELLER access to the records at SELLER's request in connection with warranty claim processing, and (d) modification of the Product only if and as authorized in writing by SELLER to the purchaser. Failure to meet any such conditions will render the warranty null and void. In connection with making a warranty claim, the purchaser must in writing promptly contact SELLER or an authorized distributor of such Product; SELLER and/or the authorized distributor will then determine whether the purchaser should either (a) send the Product to a service location or (b) make the Product available at the purchaser's location (or another location) for examination by SELLER or its authorized distributor. In connection with making the warrant y claim, proof of purchase and date of purchase must be presented, in addition to serial and model numbers. Unless agreed otherwise in writing with respect to the particular warranty claim, the cost of de-installation, reinstallation, and transportation of the Product to and from SELLER or its authorized distributor, and (if applicable) the cost of travel, meals and lodging for SELLER's personnel and/or for the authorized distributor's personnel, will be borne by the Product purchaser.

EXCLUSIONS: Some examples of conditions NOT covered by the warranty are failures or defects in the Product caused by (but not limited to): accident, abuse, neglect, Acts of God, corrosion, normal wear and tear, improper installation, improper storage, failure to perform proper maintenance at the proper frequency in accordance with the Product's instruction manual, improper use, the use of unsuitable parts or attachments, the use of contaminated fuel, the use of fuels, lubricants, oils, or fluids other than those recommended in the Product's manual, and unauthorized modifications. Equipment/machinery/components/Accessories/parts/items sold by SELLER but not manufactured by SELLER or by an affiliate (including but not limited to a Product's engine, alternator, tires, battery, carrier, electrical equipment, and hydraulic transmission, if applicable) are not warranted by SELLER and shall carry whatever warranty (if any) which the Original Equipment Manufacturer (OEM) has conveyed to SELLER to the extent it can be passed on to the purchaser.

No warranty, whether expressed, implied, or otherwise, is provided by SELLER on any such equipment/ machinery/ components/ Accessories/ parts/ items not manufactured by SELLER or by an affiliate. Any and all USED PRODUCTS ARE SOLD AS-IS, with no warranty of any kind, whether express, implied or otherwise, except for the implied warranty of title.

Any services performed by SELLER in connection with the sale, installation, start-up or servicing or repair of a Product are warranted to be performed in a workmanlike manner; this warranty shall expire 30 days after the particular service is performed. If any nonconformity with this service warranty is discovered within the 30-day warranty period, the exclusive obligation of SELLER shall be to re-perform the nonconforming portion of the service in a conforming manner or provide a refund or credit. SELLER will determine at its sole discretion which of the above-mentioned options (re-performance, refund, or credit) SELLER will take regarding the nonconforming service. Warranty repair or replacement or re-performed service shall not extend or renew the original warranty period; such Products or parts or service shall remain under warranty only for the unexpired portion of the original warranty period.

THE WARRANTIES CONTAINED HEREIN ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXCEPT FOR THE IMPLIED WARRANTY OF TITLE. ALL OTHER WARRANTIES, WHETHER EXPRESS, ORAL, IMPLIED OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY DISCLAIMED. CORRECTION OF NONCONFORMITIES (i.e. repair or replacement or refund or credit, all at SELLER's option, of Products that do not conform to the Product warranty above, and re-performance or refund or credit, all at SELLER's option, of service that does not conform to the service warranty above) IN THE MANNER AND WITHIN THE APPLICABLE WARRANTY PERIOD SET FORTH ABOVE PROVIDES THE EXCLUSIVE REMEDIES WITH RESPECT TO THE QUALITY OF OR ANY DEFECT IN PRODUCTS OR SERVICES DELIVERED OR PERFORMED HEREUNDER. NOTWITHSTANDING ANYTHING ELSE, THE TOTAL LIABILITY, IN THE AGGREGATE, OF SELLER, ITS AFFILIATES, AND SUBCONTRACTORS, AND THEIR RESPECTVE EMPLOYEES AND AGENTS SHALL BE LIMITED TO THE PRICE PAID BY THE PURCHASER TO SELLER FOR THE SPECIFIC PRODUCT/SERVICE GIVING RISE TO THE CLAIM. UNDER NO CIRCUMSTANCES SHALL SELLER, ITS AFFILIATES, OR SUBCONTRACTORS, OR THEIR RESPECTIVE EMPLOYEES OR AGENTS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES (WHETHER FOR LOST PROFITS OR REVENUE, WORK STOPPAGE, DOWNTIME COSTS, LOST BUSINESS, OR OTHERWISE), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES ARE FORESEEABLE.

Power Technique North America LLC
WARRANTY STATEMENT
(REVISED JANUARY 2025)

Machine Warranty:

MACHINE WARRANTY		WHICHEVER COMES FIRST			REIMBURSEMENT	ADDITIONAL REQUIREMENTS
PRODUCT	SUB-COMPONENTS	FACTORY WARRANTY (FROM SHIPMENT DATE) OR	FACTORY WARRANTY (FROM ORIGINAL COMMISSIONED DATE) OR	HOURS OF LIMITATION	COVERS	AT OWNER'S EXPENSE WARRANTY WILL BE VOID IF PREVENTIVE MAINTENANCE SERVICES ARE NOT COMPLETED ON TIME
PORTABLE COMPRESSORS - DIESEL POWERED	COMPLETE MACHINE	18- MONTHS	12-MONTHS	2,000 HOURS	PARTS & LABOR	MAINTENANCE BASED ON SERVICE INTERVALS SHOWN IN RESPECTIVE INSTRUCTION MANUAL
	AIR END AND GEARBOX	30-MONTHS	24-MONTHS	5,000 HOURS	PARTS ONLY	
PORTABLE COMPRESSORS - ELECTRIC POWERED	COMPLETE MACHINE	18- MONTHS	12-MONTHS	2,000 HOURS	PARTS & LABOR	MAINTENANCE BASED ON SERVICE INTERVALS SHOWN IN RESPECTIVE INSTRUCTION MANUAL GENUINE ATLAS COPCO PARTS REQUIRED OIL SAMPLING EVERY 2,000 HOURS OR ANNUALLY - USE PART # 1910308946
	MAJOR COMPONENTS: VARIABLE SPEED DRIVE, DRIVE TRAIN MOTOR, 3-PHASE FAN MOTOR (if applicable), SEPARATOR VESSEL	60-MONTHS	54-MONTHS	20,000 HOURS	PARTS ONLY (MUST BE GENUINE ATLAS COPCO FILTERS AND LUBRICANTS)	
	AIR ELEMENT	30-MONTHS	24-MONTHS	5,000 HOURS	PARTS & LABOR	
	AIR ELEMENT	60-MONTHS	54-MONTHS	20,000 HOURS	PARTS ONLY	
HURRICANE BRAND MULTI-STAGE AND RECIPROCATING COMPRESSORS	COMPLETE MACHINE	18-MONTHS	12-MONTHS	2,000 HOURS	PARTS & LABOR	MAINTENANCE BASED ON SERVICE INTERVALS SHOWN IN RESPECTIVE INSTRUCTION MANUAL
	CRANKSHAFT, CRANKCASE CASTING, CONNECTING RODS, CROSSHEADS, HEAD CASTINGS	42-MONTHS	36-MONTHS	5,000 HOURS	PARTS ONLY	
PORTABLE GENERATORS	COMPLETE MACHINE	18- MONTHS	12-MONTHS	2,000 HOURS	PARTS & LABOR	MAINTENANCE BASED ON SERVICE INTERVALS SHOWN IN RESPECTIVE INSTRUCTION MANUAL
PORTABLE GENERATORS - ECOPOWERHYBRID EPH RANGE	COMPLETE MACHINE	18-MONTHS	12-MONTHS	2,000 HOURS	PARTS & LABOR	MAINTENANCE BASED ON SERVICE INTERVALS SHOWN IN RESPECTIVE INSTRUCTION MANUAL BATTERY CLAIMS TO BE FILED IN WOL (NOT OEM)
	BATTERIES	18-MONTHS	48-MONTHS	N/A	PARTS ONLY	
	SOLAR PANELS	18-MONTHS	60-MONTHS	N/A	PARTS ONLY	
	ENGINE	18-MONTHS	12-MONTHS	2,000 HOURS	PARTS AND LABOR	
PORTABLE LIGHT TOWERS - WUX (CHINA)	COMPLETE MACHINE	30-MONTHS	24-MONTHS	2,000 HOURS	PARTS & LABOR	MAINTENANCE BASED ON SERVICE INTERVALS SHOWN IN RESPECTIVE INSTRUCTION MANUAL
PORTABLE LIGHT TOWERS - UVC (ROCK HILL)	COMPLETE MACHINE	18- MONTHS	12-MONTHS	1,000 HOURS	PARTS & LABOR	MAINTENANCE BASED ON SERVICE INTERVALS SHOWN IN RESPECTIVE INSTRUCTION MANUAL BATTERY CLAIMS TO BE FILED IN WOL (NOT OEM)
	BATTERIES	18-MONTHS	48-MONTHS	N/A	PARTS ONLY	
	SOLAR PANELS	18-MONTHS	60-MONTHS	N/A	PARTS ONLY	
HAND HELD CONSTRUCTION TOOLS: PNEUMATIC AND HYDRAULIC BREAKERS, ROCK DRILLS, GAS POWERED BREAKERS, ETC.	COMPLETE MACHINE	18-MONTHS	12-MONTHS	N/A	PARTS & LABOR	MAINTENANCE BASED ON SERVICE INTERVALS SHOWN IN RESPECTIVE INSTRUCTION MANUAL
PUMPS (PETROLEUM SUBMERSIBLE)	COMPLETE MACHINE	18-MONTHS	12-MONTHS	1,000 HOURS	PARTS & LABOR	MAINTENANCE BASED ON SERVICE INTERVALS SHOWN IN RESPECTIVE INSTRUCTION MANUAL
PUMPS (DIESEL DRIVEN)	COMPLETE MACHINE	18-MONTHS	12-MONTHS	2,000 HOURS	PARTS & LABOR	MAINTENANCE BASED ON SERVICE INTERVALS SHOWN IN RESPECTIVE INSTRUCTION MANUAL
PUMPS (ELECTRIC)	COMPLETE MACHINE	18-MONTHS	12-MONTHS	N/A	PARTS & LABOR	MAINTENANCE BASED ON SERVICE INTERVALS SHOWN IN RESPECTIVE INSTRUCTION MANUAL
ENERGY STORAGE SYSTEM ZBP 2000	COMPLETE MACHINE	18-MONTHS	12-MONTHS	N/A	PARTS AND LABOR	MAINTENANCE BASED ON SERVICE INTERVALS SHOWN IN RESPECTIVE INSTRUCTION MANUAL
ENERGY STORAGE SYSTEM ZBC AND ZBP - MEDIUM	COMPLETE MACHINE	30-MONTHS	24-MONTHS	N/A	PARTS & LABOR	MAINTENANCE BASED ON SERVICE INTERVALS SHOWN IN RESPECTIVE INSTRUCTION MANUAL BATTERY CLAIMS TO BE FILED IN WOL (NOT OEM)
	BATTERIES	60-MONTHS	60-MONTHS	N/A	PARTS ONLY	
ADDITIONAL WARRANTY MAY BE AVAILABLE ON SOME OEM COMPONENTS (i.e. ENGINES, ALTERNATORS, etc.). PLEASE CONTACT THE COMPONENT OEM DIRECTLY FOR FULL WARRANTY COVERAGE TERMS.						

REVISED COMMISSION DATES:	
APPLICABLE TO DIESEL DRIVEN COMPRESSORS AND DIESEL DRIVEN GENERATORS INVOICED BY PTNA ON OR AFTER 01/01/2025 ONLY.	ADD AN ADDITIONAL 6-MONTHS TO THE COMMISSIONING TIME-FRAME BY REGISTERING UNIT BEFORE FIRST START-UP OR AT TIME OF SALE (12 MONTHS FROM CUSTOMER COMMISSIONING DATE OR A TOTAL OF 24-MONTHS FROM FACTORY SHIPMENT DATE, WHICHEVER COMES FIRST). TO UPDATE THE COMMISSIONING DATE & OWNER INFORMATION, USE THE WARRANTY REGISTRATION QR CODE TO RE-REGISTER THE MACHINE START-UP DATE (IN-SERVICE/SOLD DATE) & OWNERSHIP INFORMATION (END-USER INFORMATION, IF APPLICABLE).



Spare parts and accessories:

SPARE PARTS AND ACCESSORIES		WHICHEVER COMES FIRST			EXCLUSIONS
PRODUCT		WARRANTY FROM FACTORY SHIPMENT OR	WARRANTY FROM INITIAL STARTUP (DATE OF INSTALLATION) OR	HOURS OF LIMITATION	
SPARE PARTS (LABOR AND TRAVEL NOT INCLUDED)	MUST BE SELLER-APPROVED AND THEN INSTALLED BY SELLER OR AN AUTHORIZED	NOT APPLICABLE	6-MONTHS	NOT APPLICABLE	ELECTRICAL COMPONENTS, CONSUMABLES, WEAR ITEMS AND LABOR/TRAVEL TIME
DIRECT CURRENT (DC) ELECTRICAL COMPONENTS		3-MONTHS	30-DAYS	NOT APPLICABLE	
ALTERNATING CURRENT (AC) ELECTRICAL COMPONENTS		NO WARRANTY	NO WARRANTY	NO WARRANTY	

Workshop Repair Warranty:

WORKSHOP REPAIR WARRANTY		WHICHEVER COMES FIRST			EXCLUSIONS
PRODUCT		WARRANTY FROM FACTORY SHIPMENT OR	WARRANTY FROM REPAIR DATE OR	HOURS OF LIMITATION	
REPAIRS (OTHER THAN WARRANTY) - GENUINE ATLAS COPCO PARTS AND LABOR	MUST BE INSTALLED BY SELLER OR AUTHORIZED DISTRIBUTOR	NOT APPLICABLE	6-MONTHS	NOT APPLICABLE	COMPONENTS INSTALLED AND LABOR PERFORMED BY NON-AUTHORIZED DEALERS
REPAIRS (OTHER THAN WARRANTY) - NON-GENUINE SPARE PARTS AND LABOR	MUST BE INSTALLED BY SELLER OR AUTHORIZED DISTRIBUTOR	NOT APPLICABLE	30-DAYS	NOT APPLICABLE	COMPONENTS INSTALLED AND LABOR PERFORMED BY NON-AUTHORIZED DEALERS

Power Technique North America LLC
WARRANTY STATEMENT
(REVISED JANUARY 2025)

Refurbishment:

REFURBISHMENT		WHICHEVER COMES FIRST			EXCLUSIONS
PRODUCT		WARRANTY FROM REFURB CENTER SHIPMENT OR	WARRANTY FROM INITIAL USE OR	HOURS OF LIMITATION	
REFURBISHED SELLER-APPROVED COMPONENTS: MUST BE SELLER-APPROVED AND REFURBISHED BY SELLER OR AUTHORIZED DISTRIBUTOR	MUST BE INSTALLED BY SELLER OR AUTHORIZED DISTRIBUTOR	12-MONTHS	6-MONTHS	NOT APPLICABLE	COMPONENTS INSTALLED AND LABOR PERFORMED BY NON-AUTHORIZED DEALERS
REFURBISHED SELLER-APPROVED MACHINES: MUST BE SELLER-APPROVED AND REFURBISHED BY SELLER OR AUTHORIZED DISTRIBUTOR	MUST BE INSTALLED BY SELLER OR AUTHORIZED DISTRIBUTOR	24-MONTHS	NOT APPLICABLE	2,000 HOURS	COMPONENTS INSTALLED AND LABOR PERFORMED BY NON-AUTHORIZED DEALERS

Consumables/wear items:

CONSUMABLES / WEAR ITEMS	EXAMPLES	COVERAGE
CONSUMABLES / WEAR ITEMS	WORKING STEEL FOR MOUNTED OR HAND-HELD DEMOLITION EQUIPMENT, ROCK DRILL BITS, HYDRAULIC OIL, GREASE, ANTI-FREEZE/COOLANT, FILTERS, BELTS, FUEL, LUBRICATING OIL, SEALS/SEAL KITS, HOSES, FITTING, BATTRIES, OTHER PARTS THAT REQUIRE REPLACEMENT DUE TO NORMAL WEAR.	NO WARRANTY

Extended Warranties - PLEASE REFER TO ADDENDUM 'A' FOR TERMS AND CONDITIONS.

An extended warranty may be offered for certain Products, at SELLER's discretion. An extended warranty will only be in force if agreed upon in an applicable warranty agreement between SELLER and the purchaser.

NOTES AND ADDITIONAL CONDITIONS:

- Machines must be registered in Machines Online for Warranty to be valid.
- Warranty claims are to be filed in Warranty Online.
- End users are authorized to complete the required preventative maintenance utilizing genuine parts and lubricants purchased from an authorized dealer. Service maintenance is to be recorded into Machines Online after providing proof of purchase for genuine parts and fluids utilized.
- Components and parts not manufactured by Seller, but sold by Seller, are not covered under this warranty and will carry whatever warranty (if any) provided by original equipment manufacturer to the extent it can be passed on to the purchaser.
- Engine manufacturers require that the engine must be registered in their online system or by contacting their local dealer/distributor. It is the Product purchaser's responsibility to register the Product's engine with the engine manufacturer and to do so in a timely manner in accordance with the engine manufacturer's requirements. For assistance in locating the engine OEM's applicable warranty details and links to registration pages, please visit ShowPad or contact Seller's Technical Support via email at acce.customerservice@atlascopco.com.
- Warranty claims for remanufactured machines and engines must have prior approval from Mid-South Engine and Power Systems. For current warranty information/duration/ coverage/policy/procedure, please refer to Mid-South Engine and Power Systems.
    - Link to Mid-South Engine and Power Systems Website
- Service Bulletins are published through Toolbox. To receive these notices, please follow the prompts for setting up subscriptions within the Toolbox application or contact the Atlas Copco Warranty Department for assistance at Warranty.PTNA@AtlasCopco.com.

Power Technique North America LLC Emission Control System Warranty (valid in the U.S. and Canada) for breaker/drill models Cobra Pro, Cobra TT, Cobra Combi and breaker model Redhawk, as applicable containing engines manufactured by Construction Tools AB

Construction Tools AB warrants to the initial purchaser of the machine and each subsequent owner that the engine in the machine (in breaker/drill models Cobra Pro, Cobra TT, Cobra Combi and in breaker model Redhawk, as applicable) meets the following two conditions: (1) the engine, including all parts of its emission control system, is designed, built, and equipped so it conforms at the time of sale to the initial purchaser with the applicable requirements in 40 CFR Part 1054 regulated by the U.S. Environmental Protection Agency; and (2) the engine, including all parts of its emission control system, is free from defects in materials and workmanship that may keep it from meeting the applicable requirements in 40 CFR Part 1054 regulated by the U.S. Environmental Protection Agency. (The above-stated warranty is referred to herein as "this Emission Control System Warranty".) This Emission Control System Warranty covers all components whose failure would increase the engine's emissions of any pollutant regulated by the United States Environmental Protection Agency under 40 CFR Part 1054. The warranty period for this Emission Control System Warranty begins on the date of sale of the machine to the initial purchaser and ends two years thereafter. Where a warrantable condition exists under this Emission Control System Warranty, warranty repairs will be made by a SELLER Representative (as defined below) or by a service facility designated by the SELLER Representative, without charge for diagnosis, parts, or labor, subject to all other provisions stated herein. All defective parts replaced under this Emission Control System Warranty become the property of the SELLER Representative. Normal maintenance items are warranted up to their first required replacement interval only. Only Construction Tools AB-approved replacement parts may be used in the performance of any warranty repairs under this Emission Control System Warranty and will be provided without charge. This Emission Control System Warranty does not extend to components or parts which are affected or damaged by the machine owner's or any other person's (other than Construction Tools AB's or the SELLER Representative's) improper use or improper maintenance (including, but not limited to, improper replacement of filters, sparkplugs or other maintenance items or wear parts; incorrect oil or fuel; stale or improper fuel mix; dirt or other contaminants in the fuel or oil; excessive dirt, dust, rust, or corrosion in the engine; improper storage; use of replacement parts or Accessories not conforming to the original specifications which impair the effectiveness of the emission control system; incorporation of or use of unsuitable attachments or unauthorized alteration of any part; or

improper repair), abuse, accident, or acts of God. This Emission Control System Warranty does not cover replacement of expendable maintenance items (for example spark plugs and filters) unless they are original items defective in material or workmanship and the first required replacement interval (in accordance with applicable instructions published by the machine manufacturer) for the item has not been reached. Responsibility for Maintenance: As the machine engine owner, you are responsible for the performance, at your expense, of the proper maintenance of the engine (in addition to all other parts of the machine and Accessories) in accordance with applicable instructions published by the machine manufacturer, including in the Safety and Operating Instructions manual for the machine. Construction Tools AB recommends that you retain all receipts and maintenance records covering performance of maintenance. Proper maintenance includes, but is not limited to, routine replacement and servicing of spark plugs, filters, other expendable wear parts, and any other part or item related to emission control or that may affect emissions. Requirements related to warranty claims: Warranty repairs may only be performed by a SELLER Representative or by a service facility designated by the SELLER Representative to perform the warranty repair. "SELLER Representative" means the dealer in the United States from whom your machine was initially purchased as a new machine or a service facility in the United States that is owned or operated by Power Technique North America LLC and which performs warranty repair of such machine engines. You are responsible for promptly presenting the machine (into which the engine is incorporated) to the nearest SELLER Representative as soon as a warrantable condition exists under this Emission Control System Warranty. At the time of requesting warranty repair, you must provide proof of the initial purchase of the machine, including the initial purchase date. If you are located more than 100 miles from the nearest SELLER Representative, the SELLER Representative will (at its choice) (i) pay for shipping costs of the machine to and from the nearest SELLER Representative; (ii) provide for a technician to come to you to make the warranty repair under this Emission Control System Warranty; or (iii) pay for the warranty repair to be made at a local service facility designated by the SELLER Representative to perform the warranty repair on your machine engine under this Emission Control System Warranty. (The provisions in the preceding sentence apply only for the contiguous states, excluding the states with high-altitude areas identified in 40 CFR 1068, Appendix III.) If you are located within 100 miles of a SELLER Representative, you will be responsible for paying all shipping/ transportation costs, technician travel costs if the technician comes to you, and other similar costs, unless the SELLER Representative in its discretion elects to pay for such costs or any portion thereof. If the SELLER Representative determines that there is no warrantable condition under this Emission Control System Warranty, you will be responsible for the cost of the diagnosis, labor and parts in accordance with the SELLER Representative's normal rates, costs of shipping/ transporting (regardless of your distance to an SELLER Representative), technician travel costs if the technician comes to you, and other similar costs, unless the SELLER Representative in its discretion elects to pay for such costs or any portion thereof. For information about how to make a warranty claim and how to make arrangements for authorized warranty repair, please contact the dealer in the United States from whom your machine was initially purchased as a new machine. You may also contact Power Technique North America LLC via telephone at 1-800-732-6762 or via email to acce.customerservice@us.atlascopco.com. DISCLAIMER OF CONSEQUENTIAL DAMAGES AND LIMITATION OF IMPLIED WARRANTIES: NEITHER CONSTRUCTION TOOLS AB NOR POW ER TECHNIQUE NORTH AMERICA LLC (NOR ANY OF THEIR AFFILIATES) SHALL BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (WHETHER ARISING FROM LOSS OF TIME OR USE OF THE MACHINE, OR ANY COMMERCIAL LOSS DUE TO FAILURE OF THE ENGINE OR THE MACHINE INTO WHICH IT IS INCORPORATED, OR OTHERWISE), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES ARE FORESEEABLE. NO EXPRESS EMISSION-RELATED COMPONENT W ARRANTY OR OTHER EMISSION-RELATED WARRANTY IS GIVEN EXCEPT AS SPECIFICALLY SET FORTH HEREIN. ANY EMISSION-RELATED COMPONENT W ARRANTY OR OTHER EMISSION-RELATED WARRANTY IMPLIED BY LAW, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS EXPRESSLY LIMITED TO THE EMISSION CONTROL SYSTEM WARRANTY TERMS SET FORTH HEREIN. NO MODIFICATION OF THIS WARRANTY: THIS EMISSION CONTROL SYSTEM WARRANTY MAY NOT BE MODIFIED BY ANY PARTY, WHETHER ANY SELLER REPRESENTATIVE OR OTHERWISE, EXCEPT AS SPECIFICALLY AUTHORIZED IN WRITING BY CONSTRUCTION TOOLS AB.

INYO COUNTY BOARD OF SUPERVISORS

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

DAVID FRASER
County Administrative Officer

DARCY ISRAEL
Asst. Clerk of the Board

AGENDA ITEM REQUEST FORM

May 26, 2026

Reference ID: 2026-305

Trade-in of Duty Weapons

Sheriff

ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Office of the Sheriff	Tim Noonan

RECOMMENDED ACTION:

A) Determine that inventoried duty weapons are no longer required for public use pursuant to Inyo County Code Section 6.28.040; B) Authorize the trade-in of duty weapons in the amount of $59,603.00 to Bishop Defense of Meridian, ID; and C) Authorize the purchase of twenty-one (21) rifles with accessories for $943.98 with trade-in.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Sheriff's Office requests to replace our existing duty weapons. In accordance with county code policy § 6.28.020 Trade-in of surplus property.

When purchasing personal property for which the cost does not exceed $10,000, the purchasing agent is authorized to solicit and accept advantageous trade-in allowances for personal property which is no longer required for public use by the county, providing that the surplus value of such property is less than $10,000. All other trade-in allowances for surplus county personal property must be approved by the board of supervisors.
(Ord. 1285 § 2, 2022)

Multiple vendors have responded and been rated by staff as follows:

1. Bishop Defense
The total trade was $59,603, the price per Rifle Build $2,719.99. Total Rifle Builds 21. There is no fee for shipping costs for the trade-in equipment.
2. Adamsons
The total trade was $62,000, the price per Rifle Build $2,711.67. Total Rifle Builds 21. We pay the shipping cost to the Midwest. Staff time, shipping materials and unknown shipping costs are not included in the quote.
3. ProForce
The total trade was $61,285. No Rifle Quote yet. Staff time, shipping materials and unknown shipping costs are not included in the quote.
4. LC Action
The total trade was $52,000, Price per Rifle Build $2,539.97. Total Rifles Builds 19. Staff time, shipping materials and unknown shipping costs are not included in the quote.

FISCAL IMPACT:

Funding Source	Non-General Fund-COPS Rural and Small County Sheriff's State Funding	**Budget Unit**	022700
Budgeted?	Yes	**Object Code**	5112
Recurrence	One-Time Expenditure	**Sole Source?**	No

If Sole Source, provide justification below

Current Fiscal Year Impact
Up to $943.98 for the period between July 1, 2025, and June 30, 2026
Future Fiscal Year Impacts
N/A
Additional Information

Our armory staff has inventoried our existing equipment and determined that some items are no longer needed for duty purposes. They have reached out to multiple vendors to compare trade-in values, replacement equipment, and suitability for our needs.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to allow for the trade-in of duty equipment. However, staff strongly recommend that equipment no longer suitable for duty be used to offset the cost of replacement equipment.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

High-Quality Services I Public Safety and Emergency Response

APPROVALS:

Riannah Reade	Created/Initiated - 04/28/2026
Darcy Israel	Approved - 04/29/2026
Riannah Reade	Approved - 04/29/2026
Amy Shepherd	Approved - 04/30/2026
Keri Oney	Approved - 05/01/2026
John Vallejo	Approved - 05/01/2026
Stephanie Rennie	Approved - 05/04/2026
Denelle Carrington	Final Approval - 05/04/2026

ATTACHMENTS:

1. Trade-In Quotes

INVOICE

Bishop Defense LLC
113 Idaho Ave
Meridian, ID 83642

evan@bishopdefense.com
+1 (408) 691-8312
https://Bishopdefense.com/

BISHOP DEFENSE

Bill to
Noonan
Inyo County Sheriff's Department
1360 N Main St
Suite 151
Bishop
CA
93514

Ship to
SGT Noonan
Inyo County Sheriff's Department
1360 N Main St
Suite 151
Bishop, CA 93514

WILL PICK UP (NO SHIPPING COST)
BUY BACK $275 (GLOCK 22)
CAN DO TRANSFER SAME DAY W/LETTER.

Invoice details
Invoice no.: 1011
Terms: Net 30
Invoice date: 04/17/2026
Due date: 05/17/2026

#	Product or service	SKU	Description	Qty	Rate	Amount
1.	**DDM4 V7 LW 16"**			21	$1,599.99	$33,599.79
2.	**EOTECH EXPS2-0**			21	$599.00	$12,579.00
3.	**SUREFIRE M640DFT-BK-PRO TURBO**			21	$289.00	$6,069.00
4.	**MAGPUL MBUS PRO SIGHTS Front & Rear**			21	$174.00	$3,654.00
5.	**FERRO CONCEPTS THE SLINGSTER**			21	$58.00	$1,218.00
6.	**Services**			1	-$59,603.00	-$59,603.00

Subtotal	-$2,483.21
Sales tax	$3,427.19
Total	**$943.98**

Ways to pay

VISA MC DISCOVER AMEX BANK PayPal VENMO affirm

Note to customer

Quote good for 30 days. All pricing is FET OUT. All Firearms will ship from manufacturer to Sheriff's department. Trade-ins do upon execution of contract. Trade-ins act as deposit. Balance due upon delivery of firearms. Bishop Defense LLC will come Pick all firearms. Glock buy backs are $275 each. 90-120 days lead time. Warranty

adamson police products
Est. 1980

Quotation

DATE Mar 27, 2026 PAGE 1
ORDER NUMBER SC100853

520 Cameron Street
Placentia, CA 92870
PH: (800) 824-0162 FX: (800) 824-0112

Sold To
INYO COUNTY OF
ECLINTON@INYOCOUNTY.US; LLHARNER@INYOCOUNTY.US
INDEPENDENCE, CA 93526

Ship To
INYO COUNTY SHERIFF DEPT
ATTN: TIM NOONAN
550 SOUTH CLAY STREET
INDEPENDENCE, CA 93526

REFERENCE	PO NUMBER	CUSTOMER NO	SALESPERSON	ORDER DATE	SHIP VIA	TERMS
		AC2019	TONYD	Mar 27, 2026	SH0001	NETO30

QUANTITY ORD	SHIP	B / O	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UNIT	AMOUNT
21	0	21	235/02-128-15049-047	DDM4 V7 SLW 5.56MM RIFLE 14.5" PINNED BRL M-LOK	1,620.51	EA	34,030.71
21	0	21	475/EXPS2-0	EXPS2 SIDE BUTTONS QD LEVER	590.90	EA	12,408.90
21	0	21	889/M640DFT-BK-PRO	SCOUT LIGHT TURBO 18650/123	303.05	EA	6,364.05
21	0	21	999/9999	/FC-SG-SLING1-NS-BK FERRO CONCEPTS THE SLINGSTER	58.000	EA	1,218.00
21	0	21	534/MAG275-BLK	MBUS PRO FRONT SIGHT BLK	62.97	EA	1,322.37
21	0	21	534/MAG276-BLK	MBUS PRO REAR SIGHT BLK	76.24	EA	1,601.04
			MC0150	FREIGHT ON MERCHANDISE - FACTORY			600.00

WE PAY SHIPPING TO MIDWEST UNKNOWN $$

TRADE IN CREDIT $62,000

THIS QUOTE IS VALID FOR30 DAYS

Subtotal	57,545.07
Total Sales Tax	4,413.25
Total Order	61,958.32

Original

LC ACTION POLICE SUPPLY
1088 N FIRST STREET
SAN JOSE CA 95112
TEL: 408 294-2677 • FAX 408 294-6444
EMAIL: Kyle@LCAction.com

QUOTATION

Date Feb-20-2026

STATE OF CA SBE CERTIFICATION # 1017260

To:	Ship To:
TIM NOONAN INYO COUNTY SHERIFF EM: tnoonan@inyocounty.us PH:	

CUST#	QUOTED BY	EST. DELIVERY	F.O.B.	TERMS
	KYLE MILLER			EVEN EXCHANGE

QTY.	DESCRIPTION	PRICE	TOTAL
19	DANIEL DEFENSE DDM4 V7S 11.5" SBR 5.56 RIFLE 02-128-07344-047	1464.36	27822.84
19	EOTECH EXPS2-0 1MOA DOT & 68 MOA CIRCLE RED DOT SIGHT QD LEVER	584.27	11101.13
19	SUREFIRE M640DFT-BK-PRO TURBO SCOUT DUAL FUEL RIFLE MOUNTED LIGHT	289.44	5499.36
19	FERRO CONCEPTS THE SLINGSTER (BLACK)	69.32	1317.08
19	MAGPUL MBUS PRO SIGHTS front and rear SET MAG275 & MAG276	132.58	2519.02
1	SALES TAX ON NEW ITEM SUBTOTAL @ 7.75%	3740.11	3740.11
			0.00
1	LOT OF 311 TRADE IN FIREARMS	-52000.00	-52000.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00

Notes:

SUBTOTAL	-$0.46
SHIPPING	0.46
TOTAL	**$0.00**

PROFORCE LAW ENFORCEMENT

2625 Stearman Drive. Prescott AZ, 86301
Tel: 928-776-7192 Fax: 928-445-3468
email: sales@proforceonline.com www.proforceonline.com

ORDER

QUOTE

QUOTE#	PAGE
754976	1

SHIP DATE: A.S.A.P.

SOLD TO

INYO COUNTY PURCHASING
SHERIFF'S DEPT
PO BOX S
INDEPENDENCE CA 93526

760-878-0389

SHIP TO

INYO COUNTY SHERIFFS DEPT
550 SOUTH CLAY STREET
INDEPENDENCE CA 93526

WE PAY SHIPPING FOR TRADE UNK $ $
WAITING FOR RIFLE QUOTE....

JOB #	ORD. DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
NA	04/21/26	000143	C	GREGG MCCLUNG	FX G-FOB ORIGIN	

QTY. ORDER	ITEM NO./DESC.	UNIT PRICE	UOM DISC.	NET PRICE
1	TRADES-CA CREDIT FOR TRADES-IF NOT SENT AS SPECIFIED, MAY BE REDUCED *** TRADES TO BE SHIPPED AT AGENCY EXPENSE*** *** TRADES DESCRIBED AS *** RUGERMARK 22 .22LR211-51669 RUGERP85 Mk2 9MM30348254 BROWNING10/71 .380CAL71N09497 SMITH & WESSON621-1 44MAGAUC3280 COLTDELTA ELITE 10MMDE28526 COLTDELTA ELITE 10MMDE29229 SMITH & WESSON15-4 38SPL95K9345 BROWNINGHI-POWER77C41160 RUGERMk1 .22LR10-94694 SMITH & WESSON16-3 38SPL13K6766 SMITH & WESSON66-1 357MAG45K5486 SMITH & WESSON14 38SPLK395581 COLTPEACEKEEPER 357MAG49244V SMITH & WESSON15-4 38SPL20K9415 RUGERCOLT MARK STANDARD315937 RUGERSECURITY 6 357MAG160-39685 LLAMA/STOEGER IND380CAL SEMI AUTO602903 RUGERMk1 .22LR118327 RPB INDUSTRIESM10 9MM FULL AUTO82-0001180 INTERTECTEC-912340 SMITH & WESSONBERTBS144B	61,285.00-	EA .00	61,285.00CR

COMMENT

TERMS

INYO COUNTY BOARD OF SUPERVISORS

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

DAVID FRASER
County Administrative Officer

DARCY ISRAEL
Asst. Clerk of the Board

AGENDA ITEM REQUEST FORM

May 26, 2026

Reference ID: 2026-341

Purchase of Reinforced Concrete Box Culvert

Public Works

ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Jose Rodriguez, Engineering Technician	Shannon Platt, Deputy Public Works Director - Roads

RECOMMENDED ACTION:

A) Declare Core and Main of Selma CA, the successful bidder for the reinforced concrete box culvert, in accordance with Bid No. RD26-01; and
B) Authorize the purchase order for the reinforced concrete box culvert in an amount not to exceed $84,035.

BACKGROUND / SUMMARY / JUSTIFICATION:

In April 2026, the Inyo County Road Department solicited bids from suppliers for the Reinforced Concrete Box Culvert to replace the existing deteriorated culvert on Warms Springs Road. One bid was received and publicly opened on May 13, 2026. The results were as follows:

- Core and Main (Selma, CA) $84,034.37

The Inyo County Road Department recommends that the Board authorize the purchase of four reinforced concrete box culverts inclusive of the pricing proposal from Core and Main, Selma, CA, at a total bid price of $84,034.37.

FISCAL IMPACT:

Funding Source	Non-General Fund - Road Funds	**Budget Unit**	034600
Budgeted?	Yes	**Object Code**	5309
Recurrence	One-Time Expenditure	**Sole Source?**	NO

If Sole Source, provide justification below

Current Fiscal Year Impact
The purchase order will be issued for up to $84,035.00 however delivery and payment may not occur until early in fiscal year 26/27.
Future Fiscal Year Impacts

See above.
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this purchase. This is not recommended, as the proposed culvert is needed to replace the existing deteriorated culvert of Warm Springs Road. If the purchase is not approved, the Road Department would need to re-advertise the bid package, which would delay work and could result in less favorable bids.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

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

APPROVALS:

Jose Rodriguez	Created/Initiated - 05/13/2026
Darcy Israel	Approved - 05/13/2026
Jose Rodriguez	Approved - 05/13/2026
Breanne Nelums	Approved - 05/14/2026
Shannon Platt	Approved - 05/14/2026
John Vallejo	Approved - 05/15/2026
Amy Shepherd	Approved - 05/18/2026
Keri Oney	Approved - 05/19/2026
Cap Aubrey	Approved - 05/19/2026
Denelle Carrington	Final Approval - 05/19/2026

ATTACHMENTS:

1. Inyo County Road Department - Concrete Box Culvert Bid 2026

REQUEST FOR PROPOSAL

2025-RFP-0069

INYO COUNTY ROAD DEPARTMENT - CONCRETE BOX CULVERT

168 N Edwards Street

Independence, CA 93526

RELEASE DATE: April 21, 2026

DEADLINE FOR QUESTIONS: May 8, 2026

RESPONSE DEADLINE: May 12, 2026, 10:00 am

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

https://procurement.opengov.com//portal/countyofinyoca

TABLE OF CONTENTS

1. Description of Goods to Purchase.....
2. Delivery Instructions and Date .....
3. Pricing Proposal.....
4. Vendor Questionnaire .....
5. Terms and Conditions Applicable to all RFPs.....
6. Question / Inquiry Process.....
7. Minimum Insurance Requirements.....
8. Defense and Indemnity .....

Attachments:

A - Sample Purchase Order

B - Google Maps

C - Warm_Springs_Road_Box_Culvert_Drawing_2

1. Description of Goods to Purchase

1.1. Inyo County Road Department - Concrete Box Culvert

Reinforced concrete box culvert sections measuring 48 inches in height, 96 inches in width, and 10 feet in length. The required configuration may include either two skewed sections and two straight sections or, as an alternative, four straight sections of the same dimensions. Vendor/Manufacturer will provide the material and delivery for box culvert to Sunland Mixing Table at Sunland Drive. Vendor must provide shop drawings, specifications, structural certification and testing (if applicable).

2. Delivery Instructions and Date

Goods must be delivered to Sunland Drive, Bishop, CA 93514 (37°19'49.4"N 118°24'22.5"W) on or before 06/1/2026 - 06/19/2026 or sooner. The delivery date may be pushed back based on the time that it takes the County to evaluate responses to this RFP and enter into a contract with the winning bidder.

Address:

Sunland Drive, Bishop CA, 93514

Coordinates:

37°19'49.4"N 118°24'22.5"W

3. Pricing Proposal

The County will evaluate all submissions based on the totality of their responses. A respondent's inability to meet one of the criteria listed below is not necessarily disqualifying, as the County will consider which submission *as a whole* will provide the best product. Similarly, the County is not obligated to choose the respondent who can provide the requested product(s) for the lowest amount of money. Rather, the County will consider which respondent provides the best overall value, taking into account both price and quality.

All prices quoted in a response must remain valid for a period of 60 days after the submission deadline.

BOX CULVERT ALTERNATIVE 1

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Reinforced Concrete Skewed Box Culvert: 48" x 96" x 120" - 30 degree [*]	2	PCS		
2	Reinforced Concrete Linear Box Culvert: 48" x 96" x 120" [*]	2	PCS		
3	Deliver to Sunland Drive Mixing Table (Marked Location)	1	LS		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
[*] Denotes item is taxable Sales Tax (@ 7.75%)					
TOTAL					

BOX CULVERT ALTERNATIVE 2

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Reinforced Concrete Linear Box Culvert: 48" x 96" x 120" [*]	4	PCS		
2	Deliver to Sunland Drive Mixing Table (Marked Location)	1	LS		
[*] Denotes item is taxable Sales Tax (@ 7.75%)					
TOTAL					

4. Vendor Questionnaire

1. Are you or any of your immediate family (spouse/domestic partner, children, or parents) currently employed by Inyo County? Employees include Inyo County elected officials. Answering "yes" to this question does not necessarily disqualify a respondent, but the County must collect this information to ensure that it is complying with all conflict-of-interest rules. *

☐ Yes

☐ No

*Response required

When equals "Yes"

1.1. Please provide their names and position titles.*

*Response required

2. Have you, your company, or any agent on behalf of you or your company, made any political contributions of more than $500 to any County officer, in the twelve (12) months preceding the date of the submission of your proposals or the anticipated date of any Board action related to this contract, or do you, your company or agent plan to make such a contribution in the three (3) months following the Board Action?*

Government Code Section 84308, also known as the "Levine Act", to prohibit County "officers" from participating in any action related to a contract if such member receives political contributions totaling more than $500 within the previous twelve months, and for three months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract.

Section 84308(a)(4) of the Levine Act defines an "officer" as follows: "Officer" means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency. The term "officer" is further defined 2 Cal. Code Regs. Section 18438.1, which states:

An officer of an agency includes only those persons who make, participate in making, or in any way attempt to use their official position to influence a decision in the license, permit, or entitlement for use proceeding, or who exercise authority or budgetary control over the agency of officers who may do so, and:

(1) Serve in an elected position, including an official appointed to an elected position due to an interim vacancy or an election otherwise canceled because the official was the sole candidate for the position;

(2) Serve as a member of a board or commission;

(3) Serve as the chief executive of a state agency, or county, city or district of any kind; or

(4) Have decision making authority with respect to the proceeding involving a license, permit, or other entitlement for use and is also a candidate for elected office or has been a candidate for elective office in the 12 months prior to the proceeding.

The party making this certification isresponsible for determining whether a recipient of a political contribution is a County officer prior to answering.

☐ Yes
☐ No

*Response required

When equals "Yes"

2.1. Please list the Officer Name, Payee Name, Payment Date and Payment Amount for each contribution.*

*Response required

3. Do you believe that you are eligible for the Inyo County contracting preference for small and/or local businesses (see Chapter 6.06 of the Inyo County Code)?*

☐ Yes
☐ No

*Response required

When equals "Yes"

3.1. Please upload documentation to demonstrate that your firm is a small and/or local business as defined by Inyo County Code § 6.06.020*

*Response required

4. I understand that, if I wish to challenge the County's handling of any aspect of the procurement process, I must do so via the mandatory administrative procedure set forth in Inyo County Code Chapter 6.30.

☐ Please confirm

5. Terms and Conditions Applicable to all RFPs

5.1. Required Use of County Purchase Order

Attached to this RFP/RFQ is the Inyo County Purchase Order, which will be used to memorialize and finalize this procurement. Inyo County will not utilize vendor-created purchase orders. All purchases must be based on the attached Inyo County Purchase Order.

Please note the terms and conditions attached to the Inyo County Purchase Order and ensure that your firm is amendable to these terms and conditions prior to submitting a response.

5.2. Public Nature of Responses

By submitting a proposal in response to this RFP, respondents understand that Inyo County is a public agency that is subject to the California Public Records Act. Any proposal submitted in response to this RFP/RFQ may constitute a public record that is disclosable to any member of the public upon request. Any respondent who feels that their response contains confidential or proprietary information that should not be disclosed to the public must stamp each page that contains allegedly confidential information with the word "CONFIDENTIAL" in the header of the page in at least 12-point type. Additionally, the respondent must highlight in yellow the text or information that is alleged to be confidential on that page. The County will disregard blanket assertions that an entire response is confidential and any confidential stamps where the respondent does not also highlight the allegedly confidential information. Please note that stamping a page as confidential and highlighting text does not guarantee that it will be protected from disclosure.

5.3. Rejection of Bids

The County reserves the right to reject any or all bids, or to waive any minor informality in any bid, if it is deemed to be in the best interest of the County.

5.4. Bid Protest Procedures

Any respondent who wishes to challenge the County's handling of the procurement process must do so via the mandatory administrative procedure set forth in Inyo County Code Chapter 6.30.

6. Question / Inquiry Process

You may ask questions regarding this RFP/RFQ via OpenGov. All questions must be submitted before 5 pm on Friday, May 8, 2026. Your question and any response will be posted on Open Gov no later than 5 pm on Friday, May 8, 2026. The County will choose which questions to respond to. You may not receive

a response to your question. Do not directly contact any County employee about this RFP, all questions must be submitted via OpenGov. County employees are prohibited from speaking directly to respondents about this RFQ because all respondents must receive the same information to ensure a level playing field.

7. Minimum Insurance Requirements

Vendor 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 products and materials supplies to Inyo County. The cost of such insurance shall be borne by the Vendor.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) and include products coverage.

7.1. Minimum Limits of Insurance

Coverage shall be at least as broad as 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.

If the Vendor 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.

7.2. Self-Insured Retentions

Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Vendor 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.

7.3. 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 Vendor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Vendor'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 **Vendor'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 Vendor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

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

***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.

Umbrella or Excess Policy: The Vendor 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 noncontributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Vendor's primary and excess liability policies are exhausted.

***Verification of Coverage*:** Vendor 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 Vendor'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.

***Waiver of Subrogation*:** Vendor hereby grants to Inyo County a waiver of any right to subrogation which any insurer of said Vendor may acquire against Inyo County by virtue of the payment of any loss under such insurance. The Vendor 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.

***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.

8. Defense and Indemnity

Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damages which was caused by the sole negligence or willful misconduct of the County.

Core and Main Response

Pricing unsealed at May 12, 2026 11:29 AM

CONTACT INFORMATION

Company
Core and Main

Email
marco.vega@coreandmain.com

Contact
Marco Vega

Address
1828 Pacific Ave
COREANDMAIN
Selma, CA 93662

Phone
(559) 653-8480

Website
https://www.coreandmain.com

Submission Date
May 12, 2026 9:11 AM (Pacific Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Are you or any of your immediate family (spouse/domestic partner, children, or parents) currently employed by Inyo County? Employees include Inyo County elected officials. Answering "yes" to this question does not necessarily disqualify a respondent, but the County must collect this information to ensure that it is complying with all conflict-of-interest rules. *

No ☐ Pass ☐ Fail

2. Have you, your company, or any agent on behalf of you or your company, made any political contributions of more than $500 to any County officer, in the twelve (12) months preceding the date of the submission of your proposals or the anticipated date of any Board action related to this contract, or do you, your company or agent plan to make such a contribution in the three (3) months following the Board Action?*

☐ Pass ☐ Fail

Government Code Section 84308, also known as the "Levine Act", to prohibit County "officers" from participating in any action related to a contract if such member receives political contributions totaling more than $500 within the previous twelve months, and for three months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract.

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An officer of an agency includes only those persons who make, participate in making, or in any way attempt to use their official position to influence a decision in the license, permit, or entitlement for use proceeding, or who exercise authority or budgetary control over the agency of officers who may do so, and:

(1) Serve in an elected position, including an official appointed to an elected position due to an interim vacancy or an election otherwise canceled because the official was the sole candidate for the position;

(2) Serve as a member of a board or commission;

(3) Serve as the chief executive of a state agency, or county, city or district of any kind; or

(4) Have decision making authority with respect to the proceeding involving a license, permit, or other entitlement for use and is also a candidate for elected office or has been a candidate for elective office in the 12 months prior to the proceeding.

The party making this certification isresponsible for determining whether a recipient of a political contribution is a County officer prior to answering.

No

3. Do you believe that you are eligible for the Inyo County contracting preference for small and/or local businesses (see Chapter 6.06 of the Inyo County Code)?*

No ☐ Pass ☐ Fail

4. I understand that, if I wish to challenge the County's handling of any aspect of the procurement process, I must do so via the mandatory administrative procedure set forth in Inyo County Code Chapter 6.30.

☑ Confirmed ☐ Pass ☐ Fail

PRICE TABLES

Box Culvert Alternative 1

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Reinforced Concrete Skewed Box Culvert: 48" x 96" x 120" - 30 degree [*]	2	PCS	$20,418.58	$40,837.16
2	Reinforced Concrete Linear Box Culvert: 48" x 96" x 120" [*]	2	PCS	$16,617.15	$33,234.30
3	Deliver to Sunland Drive Mixing Table (Marked Location)	1	LS	$4,222.37	$4,222.37
	Sales Tax (@ 7.75%)				$5,740.5382
	Total				**$84,034.3682**

[*] *Denotes item is taxable*

Box Culvert Alternative 2

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Reinforced Concrete Linear Box Culvert: 48" x 96" x 120" [*]	4	PCS	$0.00	$0.00
2	Deliver to Sunland Drive Mixing Table (Marked Location)	1	LS	$0.00	$0.00

	Sales Tax (@ 7.75%)	$0.00
	Total	**$0.00**

[*] *Denotes item is taxable*

INYO COUNTY BOARD OF SUPERVISORS

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

DAVID FRASER
County Administrative Officer

DARCY ISRAEL
Asst. Clerk of the Board

AGENDA ITEM REQUEST FORM

May 26, 2026

Reference ID: 2026-300

Consideration of Owens River Water Trail Final Environmental Impact Report (FEIR) and Public Hearing

Water Department

ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Holly Alpert, Water Director	Holly Alpert, Water Director

RECOMMENDED ACTION:

A) Conduct a public hearing on the Environmental Impact Report (EIR) for the Owens River Water Trail project;
B) Certify the EIR and adopt required California Environmental Quality Act findings by approving and authorizing the Chairperson to sign Resolution No. 2026-20 titled, "A Resolution of the Board of Superviors of the County of Inyo, State of California, Certifying the Final Environmental Impact Report on the Owens River Water Trail, Making Findings Related Thereto, and Adopting a Mitigation Monitoring and Reporting Program;"
C) Approve the Mitigation Monitoring and Reporting Program; and
D) Authorize staff to file a Notice of Determination.

BACKGROUND / SUMMARY / JUSTIFICATION:

EXECUTIVE SUMMARY

The Inyo County Board of Supervisors is asked to consider certifying the Final Environmental Impact Report (FEIR) for the Owens River Water Trail (ORWT) Project, prepared pursuant to the California Environmental Quality Act (CEQA). On February 9, 2026, the Inyo County Water Commission reviewed the FEIR and voted unanimously to recommend that the Board of Supervisors certify the document. Acting as the County's designated CEQA review body for Water Department projects, the Commission found the FEIR adequate for decision-making and forwarded that recommendation to this Board.

This staff report summarizes the project, the environmental review process, the Water Commission's review and recommendation, and public comments received at the February 9 Water Commission meeting. A companion Resolution (Resolution No. 2026-20) has been prepared for Board consideration and is included as an attachment to this report.

PROJECT INFORMATION

Supervisorial District	Fifth

Applicant	Inyo County
Landowner	Los Angeles Department of Water and Power (LADWP) and Inyo County
Location	Open space along the Lower Owens River between Lone Pine Narrow Gauge Road and State Route 136, including adjacent floodplain areas
Community	Lone Pine / Lower Owens River
Project Area	Approximately 402 acres; 6.1 river miles
Project Manager	Larry Freilich

PROJECT DESCRIPTION AND PURPOSE

Inyo County proposes to construct the Owens River Water Trail (ORWT), a non-motorized recreation corridor providing managed public access for kayaks, canoes, stand-up paddleboards, and similar watercraft along approximately 6.1 miles of the Lower Owens River. This segment represents roughly 10 percent of the 62-mile rewatered Lower Owens River.

The project includes development of designated launch and take-out locations, access paths, signage, and associated facilities to allow safe river entry and exit while maintaining unimpeded navigation. In-channel work would remove localized vegetation obstructions to establish a continuous, navigable channel. Construction is anticipated to occur in two phases, with in-channel work preceding construction of access facilities.

Project objectives include providing safe and all-abilities access; offering recreational and educational opportunities; prioritizing ecological restoration over recreation; minimizing conflicts with ranching and operational uses; protecting cultural resources in coordination with local Tribes; and providing clear guidance to users through signage and site design.

It should be noted that this environmental document contemplates the County will obtain a lease or similar authorization from LADWP to allow construction and operation on Los Angeles-owned land, but that authorization has not yet been obtained.

BOARD ROLE AND CEQA AUTHORITY

Pursuant to Inyo County Code Section 15.12.040(B), the Inyo County Water Commission serves as the County's CEQA review body for projects carried out, approved, permitted, funded, or processed by the Inyo County Water Department. In that capacity, the Water Commission reviews environmental documents and forwards recommendations to the Board of Supervisors.

The Board of Supervisors, as the project-approving authority and lead agency decision-making body, holds the authority to certify the FEIR, adopt CEQA findings, and ultimately approve the project. Certification of the FEIR signifies that the FEIR was completed in compliance with CEQA and reflects the Board's independent judgment as lead agency.

WATER COMMISSION REVIEW AND RECOMMENDATION

On February 9, 2026, the Inyo County Water Commission conducted a duly noticed public meeting and considered the FEIR for the Owens River Water Trail Project, together with a staff report from the Inyo County Water Department. Following its review of the environmental document and discussion of public comments received at the meeting, the Water Commission voted unanimously to find the FEIR adequate for decision-making and to recommend that the Inyo County Board of Supervisors certify the Final

Environmental Impact Report for the ORWT Project.

The Water Commission's recommendation, along with the FEIR, public comments, responses to comments, and the administrative record compiled during the environmental review process, are before this Board for its consideration.

PUBLIC COMMENTS RECEIVED AT THE FEBRUARY 9, 2026, WATER COMMISSION MEETING

Three members of the public provided oral comments at the February 9, 2026, Water Commission meeting. The comments are summarized below. Staff has reviewed the FEIR's responses to comments to identify specific sections of the document that address each of these topics.

Comment 1: Emergency Access to the Project Area

One commenter asked whether emergency access into the project area had been considered as part of the project design and environmental review. This is a relevant operational consideration given the remote character of portions of the project corridor.

Emergency access and the project's effect on existing emergency response conditions were evaluated in the Initial Study, with findings summarized in Draft EIR Chapter 5 (Section 5.1.11, Public Services—Fire Protection, and Section 5.1.12, Transportation), at page 5-13. The FEIR's response to Comment 124 (FEIR Chapter 2, pages 2.1-85 through 2.1-86) directly addresses this concern.

The FEIR notes that the project area is relatively flat, that numerous primitive ranch roads exist throughout the floodplain, and that this terrain allows emergency vehicles to access the area; emergency personnel could also reach potential incidents on foot. The FEIR concludes that the proposed ORWT would not change existing conditions relative to general public access, nor would it change existing risks associated with recreational activities in the project area or existing response times for emergency services. To further address user safety, weather-resistant kiosks at the launch and take-out facilities will display water safety information, rules, emergency contact information, and interpretive content. Reflective mileage markers will be installed every half-mile along the water trail to support location identification if rescue is required. The FEIR finds this impact to be less than significant.

Comment 2: Recreational Development and Tourism Impacts on Lone Pine

Another commenter expressed general concern that additional recreational opportunities created by the ORWT could draw more tourists to Lone Pine, a community the commenter characterized as already overly focused on recreation and tourism. The commenter questioned whether the cumulative effect of additional visitor-serving projects was being adequately weighed.

This type of concern was raised during the Draft EIR public comment period as well, and the FEIR responds to it directly. FEIR Response No. I10-1 (FEIR Chapter 2, pages 2.3-22 through 2.3-23) addresses concerns about increased visitation and potential degradation of the river environment. The response notes that the project area is already accessible to the public and is currently used for limited boating, fishing, and outdoor recreation. The project would formalize existing access through improved launch and take-out facilities, parking, vault restrooms, and ADA-compliant access—not create a new recreational destination from undisturbed land. Signage will guide visitors regarding allowed uses and behavioral expectations.

With respect to recreation impacts more broadly, Draft EIR Section 3.9, Recreation and Parks, evaluates the project's effects on existing recreational facilities and the need for new or expanded facilities. County staff consulted one-on-one with recreation staff from the BLM, U.S. Forest Service, and National Park Service during preparation of the Draft EIR to anticipate and prepare for impacts associated with increased recreational use of the Lower Owens River. The FEIR also notes that County staff considered including information on project signage to direct visitors to appropriate nearby campgrounds, and that use of the water trail and associated facilities would be limited to daylight hours per LADWP public land use restrictions. The FEIR concludes that recreational impacts are less than significant with implementation of the identified mitigation measures.

Comment 3: Response to High-Flow Events

A third commenter asked how the project would respond to a high-flow event similar to the significant flood event experienced in 2023. This is a pertinent question given that the project involves in-channel infrastructure and access facilities along the Lower Owens River.

The FEIR addresses high-flow conditions in several places. As a foundational matter, the Lower Owens River within the project area operates under controlled, predictable flows: a baseline of 40 cfs year-round, with seasonal habitat flows typically reaching 110 cfs and, as currently managed, not exceeding 325 cfs at the River Intake (attenuated to approximately 190 cfs within the project area). This controlled flow regime is the reason the FEIR characterizes the project reach as well-suited for non-motorized watercraft. The FEIR notes that, other than an exceptional 2017 event when Sierra snowpack reached record-setting conditions and emergency releases of 325 cfs were made by LADWP, the existing flows do not cause overbank topping in the project area (FEIR Response No. A5-6, pages 2.1-93 through 2.1-94). The proposed project would not alter the amount of water released by LADWP into the river and would not affect or cause overbank topping. With respect to construction activities, Mitigation Measure HYD-1a requires that all in-channel construction and maintenance activities be completed during low-flow periods, specifically avoiding work during storm flows or when in-channel flows exceed 70 cfs. Spoils would be placed in locations above the 200-cfs inundation zone to prevent erosion of stockpiled material back into the channel during higher flow events. These measures, together with the analysis in Draft EIR Section 3.7, Hydrology and Water Quality, reflect the County's assessment that the project can be constructed and operated in a manner that is resilient to variable flow conditions, and that all hydrology-related impacts are less than significant with mitigation.

Staff notes that a significant high-flow event occurred in the project area in 2023–2024 that post-dates the Draft EIR's circulation. Runoff volumes exceeded the capacity of the LADWP aqueduct system, resulting in flows estimated at greater than 800 cfs through the project corridor — more than double the 325-cfs emergency release analyzed in the FEIR (Response No. A5-6, pages 2.1-93 through 2.1-94). Staff has reviewed this event in the context of the FEIR's existing analysis and finds that, while the 2023–2024 flows exceeded the 2017 event in river stage and volume, they did not materially alter the hydrology or ecology of the project area in ways that differ in kind from conditions already evaluated in the FEIR — the character of ecosystem impacts was substantially similar, with river stage height being the primary distinction. Aerial imagery captured at peak flow is in the possession of the County's engineering team and has informed improved siting and hardening of the launch and take-out infrastructure, serving as a design asset rather than revealing unanticipated environmental consequences. Staff has determined that the event does not constitute new significant information requiring recirculation or supplemental environmental review under CEQA Guidelines Section 15088.5.

SUMMARY OF ENVIRONMENTAL REVIEW

The FEIR evaluates potential impacts associated with construction and operation of the Owens River Water Trail, including effects on biological resources, cultural and tribal cultural resources, hydrology and water quality, geology and soils, recreation, access, and other environmental topics. The analysis

concludes that the project would result primarily in temporary construction-related impacts and limited long-term operational impacts.

With implementation of the mitigation measures identified in the FEIR and the associated Mitigation Monitoring and Reporting Program (MMRP), all potentially significant environmental impacts would be reduced to less-than-significant levels. The FEIR concludes that, with implementation of mitigation measures, all impacts would be reduced to less-than-significant levels, and no significant and unavoidable impacts were identified. In practical terms, this means that the environmental effects of the project were studied, concerns were addressed through project design and mitigation, and no environmental issues remain that would preclude certification of the FEIR.

A detailed summary of each impact finding and the corresponding CEQA findings of fact is set forth in the companion Resolution (Resolution No. 2026-20) included with this report.

ALTERNATIVES ANALYSIS

The FEIR evaluates a reasonable range of alternatives, including a No Project Alternative, consistent with CEQA requirements. Alternatives were considered that would reduce or avoid environmental impacts while still meeting project objectives. The proposed project was identified as the environmentally superior alternative that best balances recreation access, habitat protection, cultural resource protection, and feasibility.

PUBLIC REVIEW AND COMMENT

A Notice of Availability of the Draft Environmental Impact Report was filed with the Inyo County Clerk and published in the *Inyo Register*. The Draft EIR was circulated for public and agency review through the State Clearinghouse from May 8, 2019, through June 21, 2019. During the public review period, comments were received from eight agencies, eight organizations, ten individuals, and four Tribal entities.

Chapter 2.0 of the FEIR includes written responses to all substantive comments received. Where appropriate, clarifications and revisions were made to the environmental analysis. The FEIR demonstrates that comments were considered in good faith and addressed in accordance with CEQA.

AB 52 TRIBAL CONSULTATION

In compliance with Assembly Bill 52, the County initiated government-to-government consultation by notifying Tribes that had requested notice pursuant to Public Resources Code Section 21080.3.1. Eight Tribes were notified, and responses were received from the Big Pine Paiute Tribe of the Owens Valley and the Twenty-Nine Palms Band of Mission Indians. Consultation efforts and consideration of Tribal concerns are documented in the FEIR.

MITIGATION MONITORING AND REPORTING PROGRAM

Chapter 4.0 of the FEIR contains the Mitigation Monitoring and Reporting Program (MMRP) prepared pursuant to Public Resources Code Section 21081.6. The MMRP identifies mitigation measures, assigns

responsibility for implementation, and establishes monitoring requirements to ensure that mitigation is carried out as a condition of project approval and construction. The companion Resolution adopts the MMRP as part of the Board's CEQA action.

ATTACHMENTS

- Draft Resolution No. 2026-20, Certifying the Final EIR for the Owens River Water Trail Project, Making Findings Related Thereto, and Adopting a Mitigation Monitoring and Reporting Program
- Final Environmental Impact Report – Owens River Water Trail Project (January 2026)
- Mitigation Monitoring and Reporting Program

STAFF RECOMMENDATION

Staff has reviewed the Final Environmental Impact Report for the Owens River Water Trail Project and finds that it satisfies the requirements of the California Environmental Quality Act. The FEIR includes the Draft EIR, the full public and agency review record, responses to all substantive comments, and revisions where appropriate. Taken together, the document reflects the County's independent judgment and provides sufficient information to support informed decision-making by the Board.

The Inyo County Water Commission, acting as the County's designated CEQA review body for Water Department projects, unanimously recommended on February 9, 2026, that the Board certify the FEIR. Staff concurs with that recommendation.

Based on this review, staff recommends that the Inyo County Board of Supervisors:

- Find that the Final Environmental Impact Report for the Owens River Water Trail Project was prepared, circulated, and completed in accordance with CEQA and reflects the Board's independent judgment as lead agency;
- Adopt the CEQA findings of fact as set forth in the companion Resolution (Resolution No. 2026-20);
- Adopt the Mitigation Monitoring and Reporting Program contained in Chapter 4.0 of the FEIR; and
- Certify the Final Environmental Impact Report for the Owens River Water Trail Project.

FISCAL IMPACT:

Funding Source	Non-General Fund	**Budget Unit**	024102
Budgeted?	Yes	**Object Code**	
Recurrence	Ongoing Expenditure	**Sole Source?**	N/A
If Sole Source, provide justification below			

Current Fiscal Year Impact
The current fiscal year impact is the staff time required to present the FEIR to the Water Commission and the Board of Supervisors.
Future Fiscal Year Impacts

Funding for future work on the Water Trail is to be determined but will likely be a combination of grants and Water Department funds.
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose to not certify the EIR and direct staff to address any deficiencies.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Inyo County Water Commission

STRATEGIC PLAN ALIGNMENT:

Thriving Communities I Climate Resilience and Natural Resource Protection

APPROVALS:

Darcy Israel	Created/Initiated - 05/04/2026
Darcy Israel	Approved - 05/12/2026
Darcy Israel	Approved - 05/12/2026
Holly Alpert	Approved - 05/12/2026
Amy Shepherd	Approved - 05/12/2026
Keri Oney	Approved - 05/12/2026
John Vallejo	Approved - 05/20/2026
Denelle Carrington	Final Approval - 05/20/2026

ATTACHMENTS:

1. Owens River Water Trail Resolution
2. Owens River Water Trail Mitigation Monitoring and Reporting Program

DRAFT

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, CERTIFYING THE FINAL ENVIRONMENTAL IMPACT REPORT ON THE OWENS RIVER WATER TRAIL, MAKING FINDINGS RELATED THERETO, AND ADOPTING A MITIGATION MONITORING AND REPORTING PROGRAM

WHEREAS, since 1913, approximately 60 miles of the lower portion of the Owens River was a mostly dry channel due to diversion of the river by the City of Los Angeles into the Los Angeles Aqueduct;

WHEREAS, In December 2006, a flow of 40 cubic feet per second was established along approximately 60 miles of the formerly dry stretch of river as part of the implementation of the Lower Owens River Project (LORP), a requirement of litigation outcomes;

WHEREAS, sections of the Lower Owens River corridor are non-navigable due to the river channel being partially or fully obstructed by emergent aquatic vegetation and associated sediment accumulation as well as by large and small woody debris;

WHEREAS, the County of Inyo proposes to construct and maintain a project known as the Owens River Water Trail (ORWT) to allow public recreational access to an approximately 6.1-mile segment of the Owens River that has a stable flow that is ideal for safe paddling;

WHEREAS, as part of the ORWT, emergent vegetation and other obstacles will be cleared from the 6.1-mile section of the river to provide unimpeded navigation for non-motorized watercraft, such as kayaks, stand-up paddle boards, and canoes, and facilities will be constructed will allow recreational users to enter and exit the river. In addition, the project will provide instream and riparian habitat benefits and improve water quality;

WHEREAS, as noted in Section 2.6 of the Draft EIR, following the certification of the Final EIR by the Inyo County Board of Supervisors, the County will seek to obtain a lease or similar authorization from the Los Angeles Department of Water and Power (LADWP) that would allow the County to construct, operate, and maintain the ORWT project on Los Angeles-owned land for the duration of the project and which will provide for public access to the project area;

WHEREAS, by this resolution, the County intends to certify the Final EIR, make findings required by the CEQA, adopt a Mitigation Monitoring and Reporting Plan and take other necessary actions;

WHEREAS, a Notice of Preparation (NOP) formally informing the public that the County was preparing a draft environmental impact report for the project (Draft EIR) was circulated to State, regional, and local agencies, and members of the public for a 30-day review period, from May 24, 2018, to June 25, 2018. The NOP solicited input regarding the scope and content of the environmental information to be included in the Draft EIR. In addition, on June 11, 2018, the County conducted a public scoping meeting to obtain comments from interested parties on the scope of the Draft EIR;

WHEREAS, written comment letters responding to the NOP were received and comments concerning the Draft EIR were received at the public scoping meeting. Following the receipt of comments, the Draft EIR was prepared. A summary of comments received at the scoping meeting is included in Appendix A of the Draft EIR.

WHEREAS, upon completion of the Draft EIR, a Notice of Completion and Availability requesting comments on the Draft EIR, as well as CD copies of the Draft EIR, were submitted to the State Clearinghouse, Governor's Office of Planning and Research for distribution to state agencies and to other public agencies and other interested parties. The Notice of Completion and Availability stating that comments would be accepted on the Draft EIR from May 8, 2019, through June 21, 2019, was posted in the office of the Inyo County Clerk and published in the *Inyo Register*;

WHEREAS, the Draft EIR was circulated for public review and comment from May 8, 2019, through June 21, 2019, and copies of the Draft EIR were available during the comment period at the Inyo County Water Department (135 S. Jackson Street, Independence), County Libraries, and the Inyo County Planning Department's website at: https://www.inyocounty.us/EnvironmentalDocuments/EnvDocs.php;

WHEREAS, during the public review period, the County received 30 comment letters on the Draft EIR from agencies, organizations, individuals, and tribes through written correspondence and emails;

WHEREAS, following the receipt of public comments, a Final Environmental Impact Report on the ORWT project (SCH No. 2018051049) dated January 2026 (Final EIR) was prepared. Copies of the comments received during the public review period and responses to the comments are presented in Chapter 2 of the Final EIR;

WHEREAS, copies of the Final EIR (and the Draft EIR) have been available at the Inyo County Water Department (135 S. Jackson Street, Independence), County Libraries, and the Inyo County Water Department's website at https://inyowater.org/meetings/water-commission/ since January 28, 2026;

WHEREAS, on February 9, 2026, the Inyo County Water Commission conducted a public meeting to consider the Final EIR and a draft of this resolution and, after

review of those documents and a staff report from the Inyo County Water Department, made a recommendation to this Board that this Board adopt this resolution;

WHEREAS, this Board of Supervisors held a public hearing on May 26, 2026, and considered all written and oral testimony (including the recommendation from the Water Commission) presented concerning Final EIR and this resolution.

NOW, THEREFORE, BE IT HEREBY RESOLVED that, based on all of the written and oral comment and input received at the May 26, 2026, hearing, including a staff report from the Water Department and the Final EIR concerning the proposed ORWT project, this Board, as the decision making body for the County of Inyo makes the following certifications and findings:

1.) This Board certifies that the Final EIR on the Owens River Water Trail project was prepared, circulated, and completed in accordance with the California Environmental Quality Act and was completed in compliance with CEQA.

2.) This Board certifies that all of the documents that comprise the Final EIR, including the Draft EIR, have been provided to this Board of Supervisors in advance of the hearing on the project and, this Board, as the decision making body of the lead agency, the County of Inyo, has reviewed and considered the information in the Final EIR and the Final EIR reflects its independent judgment.

3.) Based upon its review and consideration of the information in the Final EIR makes the findings as set forth below concerning each of the significant or potentially significant effects of the project.

Biological Resources

4.) EIR Impact Statement BIO-1: Effects on Special-Status Species

Impact. Project construction and operation could have a substantial adverse effect on special-status plant and wildlife species and their habitats through ground disturbance and increased human activity.

Finding. The adoption and implementation of Mitigation Measures BIO-1 (as modified in the FSEIR), BIO-2, and BIO-3 (as modified in the FSEIR), will avoid or minimize impacts to special-status species; therefore, this impact is reduced to a less-than-significant level.

5.) EIR Impact Statement BIO-2: Effects on Riparian Habitat and other Sensitive Natural Communities

Impact. Project activities could have a substantial adverse effect on riparian habitat or other sensitive natural communities.

Finding. The adoption and implementation of Mitigation Measures BIO-4 and BIO-5 (as modified in the FEIR) will reduce impacts to riparian habitat and other sensitive natural communities to a less-than-significant level.

6.) EIR Impact Statement BIO-3: Effects on State or Federally Protected Wetlands

Impact. The project could have a substantially adverse effect on state or federally protected wetlands.

Finding. The adoption and implementation of Mitigation Measure BIO-6 (as modified in the FEIR) will reduce impacts to state or federally protected wetlands to a less than significant level.

7.) EIR Impact Statement BIO-4: Effects on the movement of native resident or migratory fish or wildlife species, on established native resident or migratory wildlife corridors, and/or on the use of native wildlife nursery sites.

Impact. The project could have a substantially adverse effect on the movement of native resident or migratory fish or wildlife species or on established native resident or migratory wildlife corridors, or on the use of native wildlife nursery sites.

Finding. The adoption and implementation of Mitigation Measures BIO-7 (as modified in the FEIR) BIO-2,and BIO-8, BIO-9, and BIO-10 (as modified in the FEIR) will reduce impacts to native resident or migratory fish or wildlife species, established native resident or migratory wildlife corridors, and on the use of native wildlife nursery sites to a less than significant level.

Cultural Resources

8.) EIR Impact CUL-1: Historical Resources

Impact. The project could have a substantially adverse effect on the significance of an historical resource.

Finding. The adoption and implementation of Mitigation Measures CUL-1, CUL-2 and CUL-3 through CUL-8 (as modified in the FEIR) will reduce potential impacts to historical resources to a less than significant level.

9.) EIR Impact CUL-2: Archaeological Resources

Impact. The project could have a substantially adverse effect on the significance of an Archaeological Resource.

Finding. The adoption and implementation of Mitigation Measures CUL-1, CUL-2 and CUL-3 through CUL-8 (as modified in the FEIR) will reduce potential impacts to archaeological resources to a less than significant level.

10.) EIR Impact CUL-2: Human Remains

Impact. The project could have a substantially adverse effect human remains, including those interred outside of formal cemeteries.

Finding. The adoption and implementation of Mitigation Measure CUL-9 will reduce potential impacts to archaeological resources to a less than significant level.

Geology and Soils

11.) EIR Impact GEO-2: Erosion and Sedimentation within the River

Impact. In channel vegetation and soil removal as part of the project could disturb the channel bottom potentially increasing sedimentation and erosion within the river.

Finding. The adoption and implementation of Mitigation Measures HYD-1a and HYD-2, impacts related to erosion would be reduced to less than significant.

12.) EIR Impact GEO-5: Unique Paleontological Resource and unique Geologic Feature.

Impact. During construction of the boat launch and take-out facilities, the project has the potential to directly or indirectly destroy a unique paleontological resource or a unique geologic feature.

Finding. The adoption and implementation of Mitigation Measures GEO-1, GEO-2, GEO-3 (as modified in the FEIR) and GEO-4 would reduce potential impacts to a unique paleontological resource and to a unique geologic feature to a less than significant level.

Hydrology and Water Quality

13.) EIR Impact HYD-1: Water Quality

Impact. The project could result in a significant impact to water quality, violate water quality standards, or conflict with existing water quality control and other plans during project construction or operation/maintenance activities that release pollutants into the Lower Owens River.

Finding. The adoption and implementation of Mitigation Measures BIO-7, HYD-1a and HYD-1b will reduce potential impacts to water quality to a less-than-significant level.

14.) EIR Impact HYD-2: Increased Erosion and Siltation

Impact. Construction and operation of the project could result in increased erosion and siltation through removal of in-channel vegetation and occlusions, stockpiling of spoils and construction of new impervious surfaces.

Finding. Hydraulic analysis indicates that the project would not substantially alter the overall flowpath of the river, would not result in shifting the river system to an unstable (i.e., eroding) state, and would not impede flood flows. This finding together with the adoption and implementation of Mitigation Measure HYD-2 (which manage sediment releases from spoils) will reduce potential impacts to water quality to a less-than-significant level.

15.) The Board will incorporate into the project as conditions of approval at the time of the approval of the project all the mitigation measures identified in the Final EIR (BIO-1 through BIO-10, CUL-1 through CUL-10, GEO-1 through GEO-5 and HYD-1a, HYD-1b and HYD-2 (see Table ES-1 in the Draft EIR)).

16.) This Board adopts the Mitigation Monitoring and Reporting Program (MMRP) presented in the Final EIR.

17.) Changes or alterations have been required in, or incorporated into project which avoid or substantially lessen the environmental effects identified in the Final EIR. In addition, all potentially significant impacts identified in the Final EIR will be mitigated to a less than significant level due to incorporation of the mitigation measures identified in the Final EIR as conditions of project approval and by the implementation of the MMRP; therefore on the basis of the whole record, including the Final EIR, the comments received and the findings above, the project will not have a significant effect on the environment.

18.) Because the project will not result in significant environmental impacts, this Board makes no findings concerning the alternatives to the project identified in the Final EIR.

19.) The documents and other materials including the Draft EIR and the Final EIR that constitute the record of proceedings on which this Board reviewed and considered in making certifications and findings are located at the Inyo County Water Department, 135 S. Jackson Street, Independence and the Inyo County Assistant Clerk of the Board is the custodian of these documents.

BE IT FURTHER RESOLVED that the Inyo County Counsel is directed to file a Notice of Determination with the State Office of Planning and Research and the Inyo County Clerk.

PASSED AND ADOPTED THIS 26th DAY OF MAY, 2026 by the following vote of the Board of Supervisors:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Trina Orrill, Chairperson
Inyo County Board of Supervisors

ATTEST: David Fraser
Clerk of the Board

By _____
Darcy Israel, Assistant Clerk

TABLE 4-1
MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Measure	Monitoring Phase/ Timing	Monitoring Procedure	Implementing Party/ Agency	Verification of Compliance		
				Initials	Date	Remarks
Biological Resources						
Mitigation Measure BIO-1: The following mitigation shall be implemented for avoidance and minimization of impacts to special-status plant species within the project site: a. Prior to construction activities, a focused rare plant survey shall be conducted by a qualified biologist/botanist to confirm presence/absence of special-status plant species within the project site (i.e., within the project footprint where direct permanent or temporary impacts due to ground disturbance may occur, and within 100 feet of where occlusion removals will occur) within the appropriate blooming periods of each species (unless a qualified biologist confirms that special-status plant species can be definitively identified outside of the blooming period). b. If any special-status plant species are found, these species or population shall be flagged (or otherwise delineated) by a biologist and shall be avoided to the greatest extent feasible (i.e., no work will occur within a 50-foot buffer of special-status plants). If work occurs within a 50-foot buffer of a special-status plant species individual and/or population, a qualified biologist shall be on-site during any ground disturbing activities. c. To minimize indirect impacts to special-status plant species within the project site, prior to construction activities, all heavy equipment proposed for use on-site shall be cleaned (including wheels, tracks, undercarriages, and bumpers, as applicable) before delivery to the project site to reduce the potential for the spread of weed seeds during the project. In addition, to discourage non-native or invasive weed species from establishing on the piles within the spoils areas, any muds shall be covered with cut native vegetation to act as a protective mulch as the materials decompose. d. If avoidance of a special-status plant species is not feasible (i.e., no work will occur within a 50-foot buffer	Rare plan survey prior to construction. If necessary, remaining measures prior to, during, and after construction	Site surveys and site inspections prior to, during, and after construction by a qualified biologist	Inyo County Water Department (ICWD) Qualified Biologist			

Mitigation Measure	Monitoring Phase/ Timing	Monitoring Procedure	Implementing Party/ Agency	Verification of Compliance		
				Initials	Date	Remarks
of special-status plants), and potential impacts to special status plant species is considered significant (i.e., impacts would threaten regional populations of these species), coordination with Inyo County staff biologist(s) would be required to confirm suitable mitigation prior to ground-disturbing activities. The mitigation strategy may include avoidance, on-site or off-site translocation, seed collection, and/or restoration, and shall be outlined in a mitigation plan to be approved by Inyo County in coordination with LADWP. At a minimum, the plan shall include a description of the existing conditions, methodology, site preparation and planting methods, and maintenance and monitoring schedule. e. Owens Valley checkerbloom is State Endangered. If this species is found within the project site and avoidance is not feasible (i.e., no work will occur within a 50-foot buffer of special-status plants), the County shall obtain a 2081 Incidental Take permit under CESA from the CDFW. The following would be incorporated, as a minimum, into the permitting, subject to approval by CDFW. 1. A mitigation and monitoring plan shall be prepared. The plan shall focus on the preservation and/or replacement of the resource (e.g., transplantation, seeding, planting; salvage/dispersal of duff and seed bank; removal of large stands of invasive species); and maintenance and future monitoring. The plan will also include performance standards to document the success of the mitigation efforts. If necessary, the plan shall be implemented within 18 months of the occurrence of the project impacts. f. Additionally, in accordance with the Native Plant Protection Act (FGC, Division 2, Chapter 10, Section 1913), the Project Proponent (i.e., Inyo County)[1] shall notify the CDFW at least 10 days in advance of project impacts to special-status plants to allow for salvage of such plant(s). In the event that CDFW does not salvage special-status plants within 10 days of notification work will be allowed to proceed.						

[1] LADWP would designate authority to the County for such notification.

Mitigation Measure	Monitoring Phase/ Timing	Monitoring Procedure	Implementing Party/ Agency	Verification of Compliance		
				Initials	Date	Remarks
g. Even if avoided, for any special-status plant species found within 100 feet of occlusion removals, water surface elevation shall be monitored for changes. If any changes in water surface elevation are detected due to implementation of the project, then special-status plant species shall be monitored for three years after occlusion removal to document any changes in special-status plant species abundance or populations. However, due to the variability of climate, precipitation, and site-specific conditions that may influence plant species, and because special-status plants are not guaranteed to come up every year, monitoring will also focus on noting changes in vegetation cover immediately surrounding a special-status plant species/population, as well as changes to water surface elevation in the adjacent river channel. Should monitoring indicate that indirect impacts are occurring to special-status plant species due to the project, impacts would be considered permanent, and a mitigation and monitoring plan shall be prepared as outlined above under item (e)(1).						
Mitigation Measure BIO-2: Impacts to nesting birds would be avoided by conducting all construction and maintenance activities outside of the bird nesting season (i.e., work shall occur October 1 to January 31). If bird nesting season cannot be avoided, the following measures would be followed: a. During the bird nesting season (February 1 to September 30), a qualified biologist shall conduct a pre-construction survey of all suitable habitat for the presence of nesting birds no more than 5 days prior to construction and/or maintenance activities. The results of the pre-construction survey would be valid for 5 days; if vegetation removal activities do not commence within 5 days following the survey, a new pre-construction nesting bird survey shall be conducted before these activities begin again.[2] b. If any active nests are found during a pre-construction nesting bird survey, a buffer of 300 feet	If necessary, prior to and during construction	Site surveys and site inspections prior to and during construction by a qualified biologist, if necessary	ICWD Qualified Biologist			

[2] Given the linear nature of the project area, a phased approach to pre-construction nesting bird surveys is recommended, and should be based on the project's construction or maintenance schedule for work areas anticipated to be completed within 5 days of each area survey.

Mitigation Measure	Monitoring Phase/ Timing	Monitoring Procedure	Implementing Party/ Agency	Verification of Compliance		
				Initials	Date	Remarks
(500 feet for raptors), or as determined appropriate by the qualified biologist (based on species-specific tolerances and site-specific conditions), would be delineated, flagged, and avoided until the nesting cycle is complete (i.e., the qualified biologist determines that the young have fledged or the nest has failed).						
Mitigation Measure BIO-3: The County shall implement an Environmental Awareness Program intended to educate the public of the biological resources and special-status species associated with the Owens River. The intention of the program shall be to encourage active conservation efforts among the public to help conserve the natural resources of the area. At a minimum, the Environmental Awareness Program shall include the following components: a. An informational kiosk shall be installed at the entrance point to the water trail that informs the public about the natural resources of the area. The intent of the kiosk is to bring awareness to the biological resources associated with the Owen River, and inform recreationalists to stay on the water trail, that dogs shall be kept on-leash, and that trash shall be properly disposed of in trash receptacles. In addition, prior to construction, the County shall develop a Worker Environmental Awareness Program (WEAP) intended to educate construction staff of the sensitive biological resources and special-status species associated with the Owen River, and that shall be presented to the construction staff immediately prior to the start of project work.	Prior to, during, and after construction	WEAP Program for construction personnel; installation of an informational kiosk and signage	Inyo County (IC)			

Mitigation Measure	Monitoring Phase/ Timing	Monitoring Procedure	Implementing Party/ Agency	Verification of Compliance		
				Initials	Date	Remarks
Mitigation Measure BIO-4: The County shall implement the following measure to ensure temporary and permanent impacts to sensitive natural communities are less than significant: a. Prior to construction, a qualified biologist would flag any sensitive natural communities (i.e., black willow woodland) in the field, which will be avoided to the maximum extent practicable. It should be noted that no willow trees are anticipated to be removed by the project. The following measures, prescribed below, would only apply to those areas actually impacted (e.g., in case areas impacted are less than those impact acreages calculated and analyzed in this report), which would be documented by a qualified biologist. b. To discourage non-native or invasive weed species from establishing on the piles within the spoils areas, any muds deposited shall be covered with cut native vegetation to act as a protective mulch as the materials decompose. c. Although no willow trees are anticipated to be removed by the project, temporary impacts to sensitive natural communities (i.e., black willow woodland and its associated understory) are expected to passively recover and reestablish naturally to pre-project conditions based on project design and construction methodologies. The County shall retain a qualified biologist to monitor temporary impact areas for two years, or until the project site returns to pre-project conditions (i.e., native pre-existing vegetation communities). If determined necessary by the qualified biologist, if plants are not reestablished via natural recruitment, a revegetation plan would be prepared that would include performance standards, success criteria, maintenance, and provisions for remedial measures, and subsequently be monitored by a qualified biologist for an additional three years, or until the project site has returned to pre-project conditions based on the performance standards identified above. 1. If remedial measures such as spreading out spoils and/or removal of spoils off-site is not feasible, and successful revegetation to pre-	Prior to, during, and after construction	Site surveys and site inspections prior to, during, and after construction by a qualified biologist; If needed, documentation of mitigation for permanent impacts and mitigation monitoring and reporting plan.	ICWD Qualified Biologist			

Mitigation Measure	Monitoring Phase/ Timing	Monitoring Procedure	Implementing Party/ Agency	Verification of Compliance		
				Initials	Date	Remarks
project conditions is not achieved, then impacts would be reclassified from temporary to permanent, and the mitigation outlined for permanent impacts would apply. d. For permanent impacts to sensitive natural communities, the County shall adopt one of the following mitigation options, or a combination thereof: 1. On- and/or off-site preservation of identified sensitive natural communities at a ratio no less than 1:1 for permanent impacts. 2. On- and/or off-site creation, restoration, and/or enhancement of identified sensitive natural communities at a ratio no less than 2:1 for permanent impacts. A mitigation and monitoring plan shall be prepared. The plan shall focus on the creation, restoration, and/or enhancement of equivalent habitats within disturbed habitat areas of the project site and/or off-site.						
Mitigation Measure BIO-5: The County shall obtain a Streambed Alteration Agreement permit under Section 1602 of the California Fish and Wildlife Code from the CDFW. Additionally, the following mitigation would be required for impacts to jurisdictional riparian habitat: a. The following measures, prescribed below, would only apply to those areas of jurisdictional riparian habitat actually impacted (e.g., in case areas impacted are less than those impact acreages calculated and analyzed in this report), which would be documented by a qualified biologist experienced in jurisdictional delineations. b. Temporary impacts to jurisdictional riparian habitat would be returned to pre-project conditions (i.e., native pre-existing vegetation communities), and will be monitored for two years, or until a qualified biologist determines that the project site has returned to pre-project conditions. If determined by the qualified biologist that plants have not reestablished via natural recruitment, a revegetation plan would be prepared that would include performance standards, success criteria, maintenance, and provisions for remedial measures, and subsequently be monitored by a	Prior to, during and after construction	Issuance of a Streambed Alteration Agreement permit and implementation of associated permit conditions; site inspections during and after construction by a qualified biologist	ICWD Qualified Biologist			

Mitigation Measure	Monitoring Phase/ Timing	Monitoring Procedure	Implementing Party/ Agency	Verification of Compliance		
				Initials	Date	Remarks
qualified biologist for an additional three years, or until the project site has returned to pre-project conditions based on the performance standards identified above. 1. If remedial measures such as spreading out spoils and/or removal of spoils off-site is not feasible, and successful revegetation to pre-project conditions is not achieved, then impacts would be reclassified from temporary to permanent, and the mitigation outlined for permanent impacts would apply. As a part of the monitoring effort, water surface elevation shall be monitored for changes. If any changes in water surface elevation are detected due to implementation of the project, then any jurisdictional riparian habitat found within 100 feet of occlusion removals shall be monitored for three years. In addition to detecting any changes to these jurisdictional riparian habitats persisting, monitoring will also focus on noting changes in vegetation cover immediately surrounding these communities as well as changes to water surface elevation in the adjacent river channel. Should monitoring indicate that indirect impacts are occurring to these jurisdictional riparian habitats due to the project, impacts would be considered permanent, and a mitigation plan shall be prepared as outlined below. c. For permanent impacts to jurisdictional riparian habitat, the County shall provide one of the following options, or a combination thereof: 1. On- and/or off-site preservation of CDFW jurisdictional riparian habitat at a ratio no less than 1:1 for permanent impacts, or a reduced ratio if mutually-agreed upon with CDFW. 2. On- and/or off-site creation, restoration, and/or enhancement of CDFW jurisdictional riparian habitat at a ratio no less than 2:1 for permanent impacts, or a reduced ratio if mutually-agreed upon with CDFW. A mitigation and monitoring plan shall be prepared. The plan shall focus on the creation, restoration, and/or enhancement of equivalent habitats within disturbed habitat areas of the project site and/or off-site.						

Mitigation Measure	Monitoring Phase/ Timing	Monitoring Procedure	Implementing Party/ Agency	Verification of Compliance		
				Initials	Date	Remarks
Mitigation Measure BIO-6: The County shall obtain a CWA Section 404 permit from the USACE and a CWA Section 401 permit from the RWQCB. Additionally, the following mitigation would be required for impacts to wetlands: a. The following measures, prescribed below, would only apply to those wetland areas actually impacted (e.g., in case areas impacted are less than those impact acreages calculated and analyzed in this report), which would be documented by a qualified biologist. b. For temporarily impacted areas, rubber tracked or low ground pressure or aquatic equipment will be used for construction and maintenance to avoid and minimize potential disturbance to jurisdictional wetland areas due to rutting and compaction by equipment. Areas of jurisdictional wetlands temporarily impacted by the project shall be monitored for two years, or until a qualified biologist determines that the project site has returned to pre-project conditions. If determined necessary by the qualified biologist, if plants are not reestablished via natural recruitment, a revegetation plan would be prepared that would include performance standards, success criteria, maintenance, and provisions for remedial measures, and subsequently be monitored by a qualified biologist for an additional three years, or until the project site has returned to pre-project conditions based on the performance standards identified above. 1. If remedial measures such as spreading out spoils and/or removal of spoils off-site is not feasible, and successful revegetation to pre-project conditions is not achieved, then impacts would be reclassified from temporary to permanent, and the mitigation outlined for permanent impacts would apply. As a part of the monitoring effort, water surface elevation shall be monitored for changes. If any changes in water surface elevation are detected due to the implementation of the project, then any jurisdictional wetlands found within 100 feet of occlusion removals shall be monitored for three years. In addition to detecting any changes to these jurisdictional wetlands persisting, monitoring will also focus on noting changes	During and after construction	Issuance of a CWA Section 404 permit and a CWA Section 401 permit and implementation of associated permit conditions; site inspections during and after construction by a qualified biologist	ICWD Qualified Biologist			

Mitigation Measure	Monitoring Phase/ Timing	Monitoring Procedure	Implementing Party/ Agency	Verification of Compliance		
				Initials	Date	Remarks
in vegetation cover immediately surrounding these communities as well as changes to water surface elevation in the adjacent river channel. Should monitoring indicate that indirect impacts are occurring to these jurisdictional wetlands due to the project, impacts would be considered permanent, and a mitigation plan shall be prepared as outlined below. c. For permanent impacts to jurisdictional wetlands, the County shall provide one of the following options of a combination thereof: 1. On- and/or off-site preservation of USACE/RWQCB jurisdictional "waters of the U.S." at a ratio no less than 1:1 for permanent impacts, or reduced ratio if mutually-agreed upon with regulatory agencies. 2. On- and/or off-site creation, restoration, and/or enhancement of USACE/RWQCB jurisdictional "waters of the U.S." at a ratio no less than 2:1 for permanent impacts, or reduced ratio if mutually-agreed upon with regulatory agencies. A mitigation and monitoring plan shall be prepared. The plan shall focus on the creation, restoration, and/or enhancement of equivalent features within disturbed areas of the project site and/or off-site. In addition, the plan shall provide details as to the implementation, performance standards, success criteria, maintenance, and future monitoring.						
Mitigation Measure BIO-7: Prior to the start of in-water work, a pre-construction survey (e.g., via electroshocking) will be conducted to determine if special-status fish species are present in the project area (e.g., Owens sucker, Owens pupfish, Owens speckled dace, and Owens tui chub). If the federally and state endangered Owens pupfish and/or the federally and state endangered Owens tui chub are found within the study area, prior to project construction, the County shall obtain a FESA Section 7 Biological Opinion from the USFWS, and compliance with CESA Section 2080.1 precludes the need for a separate Incidental Take Permit from the CDFW. If any special-status fish species are found within the study area, they will be captured and relocated to similar aquatic habitat within the Lower Owens River that is outside of the work area by a qualified fisheries	Prior to in-water work and during construction	Site inspections prior to and during construction by a qualified biologist	ICWD Qualified Biologist			

Mitigation Measure	Monitoring Phase/ Timing	Monitoring Procedure	Implementing Party/ Agency	Verification of Compliance		
				Initials	Date	Remarks
biologist. The relocation area will be pre-determined by CDFW and all individuals relocated will be monitored for stress and abnormalities. Prior to in-water work, the following five water quality parameters shall be measured to establish baseline water quality conditions: temperature, dissolved oxygen (DO), pH, conductivity, and turbidity. During all phases of in-water work, the five water quality parameters will be measured and documented hourly for increased/decreased levels relative to baseline conditions. If observed that water quality parameters remain at baseline levels and/or in compliance with Basin Plan water quality objectives, sampling intervals will be reassessed depending on the phase of project and project activities. In addition, aquatic species stress will be monitored as indicated by surface mouthing, schooling and leaving an area, or observation of invertebrates crawling out of the water to get air. If determined necessary, a sediment curtain or other measures will be installed within the area of disturbance to minimize/limit changes in DO, pH, turbidity, and other constituent parameters such that signs of aquatic species stress are eliminated.						
Mitigation Measure BIO-8: The Environmental Awareness Program shall include information about the wildlife corridor associated with the Owens River. Signage shall inform recreationalists about the wildlife corridor and the importance of staying on the water trail or boat launch and take-out facilities only, respecting wildlife and stay a safe distance away, and not feeding wildlife.	During and after construction	Installation of an informational kiosk and signage	IC			
Mitigation Measure BIO-9: Impacts to elk nursery sites would be avoided by conducting all construction and maintenance activities outside of the elk calving season (i.e., work shall occur July 1 to March 31). During construction, the placement of large woody debris shall be strategically placed along the banks to discourage recreationalists from disembarking along the river, where possible. In addition, cattle exclusion fencing may be installed along the boat launch and take-out facilities to confine recreationalists to the developed areas and to separate visitor from cattle.	During construction	Site inspections during construction by a qualified biologist; installation of fencing along the boat launch and take-out facilities	ICWD Qualified Biologist			

Mitigation Measure	Monitoring Phase/ Timing	Monitoring Procedure	Implementing Party/ Agency	Verification of Compliance		
				Initials	Date	Remarks
Mitigation Measure BIO-10: Clean, Drain, Dry requirement signage shall be prominently displayed to inform recreationalists about the threat of Quagga mussels and instruct on how to sanitize their gear and equipment before entering and after exiting the water trail. Signage shall be placed at boat launch and take-out locations. The County has already preliminarily coordinated with the CDFW regional aquatic invasive species lead biologist and will develop a Dreissenid Mussel Prevention Program in accordance with CDFW and LADWP guidance documents. Prevention measures shall also apply to all aquatic construction equipment.	During and after construction	Installation of signage	ICWD			
Cultural Resources						
Mitigation Measure CUL-1: Prior to the start of any ground disturbing activity associated with the proposed project, a Qualified Archaeologist, defined as an archaeologist meeting the Secretary of the Interior's Standards for professional archaeology (U.S. Department of the Interior, 2008) shall be retained by the County to carry out all mitigation measures related to archaeological resources.	Prior to the start of ground disturbing activity	Retention of a Qualified Archaeologist	IC			
Mitigation Measure CUL-2: Prior to any ground disturbing activities associated with the proposed project, the Qualified Archaeologist shall conduct cultural resources sensitivity training for all construction personnel. Construction personnel shall be informed of the types of archaeological resources that may be encountered, and of the proper procedures to be enacted in the event of an inadvertent discovery of archaeological resources or human remains. The County shall ensure that construction personnel are made available for and attend the training and retain documentation demonstrating attendance.	Prior to the start of ground disturbing activity	Cultural resources sensitivity training	IC			
Mitigation Measure CUL-3: To ensure the 33 archaeological sites within or immediately adjacent to (within 150 feet of) the proposed project access roads are not inadvertently impacted during project implementation, the County shall include the following conditions in its agreement with its construction contractor:	Prior to the start of ground disturbing activity	Include conditions in construction contracts; site inspections during construction	IC			

Mitigation Measure	Monitoring Phase/ Timing	Monitoring Procedure	Implementing Party/ Agency	Verification of Compliance		
				Initials	Date	Remarks
1. The contractor shall convey to all construction personnel during daily tailboard meetings that all equipment and vehicles must stay on existing access roads and within bounds of staked floodplain routes and that no off-road travel is permitted. 2. The contractor shall place temporary signage at regular intervals along all access roads indicating that all equipment and vehicles are not to leave the designated access roads under any conditions. 3. Should County staff, construction contractor staff, and/or cultural resource monitors observe non-compliance or evidence of non-compliance with this requirement, the contractor shall be required to establish additional protective measures, such as temporary fencing, along the access roads to prevent potential impacts to archaeological resources.						
Mitigation Measure CUL-4: Prior to the start of ground disturbing activities associated with the proposed project, an archaeological monitor, working under the supervision of the Qualified Archaeologist and a Native American monitor associated with a locally affiliated tribe, shall be retained to conduct monitoring of project-related ground-disturbing activities occurring within 50 feet of the 33 known archaeological resources, as well as the construction of all facilities associated with the boat launch and take-out. Based on observations of subsurface soil stratigraphy or other factors during initial ground disturbing activities, and in consultation with the County and Native American monitor, the Qualified Archaeologist may modify monitoring as warranted if the Qualified Archaeologist determines that the sensitivity is contrary to what was predicted. Archaeological monitors shall maintain daily logs documenting their observations. Monitoring activities shall be documented in a Monitoring Report to be prepared by the Qualified Archaeologist at the completion of construction and shall be provided to the County and filed with the Eastern Information Center within six (6) months of project completion.	Prior to the start of ground disturbing activity	Request made to locally affiliated tribe regarding a Native American monitor; site inspections during construction by a qualified archaeologist; Monitoring Report;	IC			

Mitigation Measure	Monitoring Phase/ Timing	Monitoring Procedure	Implementing Party/ Agency	Verification of Compliance		
				Initials	Date	Remarks
Mitigation Measure CUL-5: In the event of the unanticipated discovery of archaeological materials during project implementation, all work shall immediately cease in the area (within approximately 100 feet) of the discovery until it can be evaluated by the Qualified Archaeologist. Construction shall not resume until the Qualified Archaeologist has conferred with the County and the Native American monitor on the significance of the resource. The Army Corps of Engineers shall also be notified and afforded the opportunity to determine whether the discovery requires addressing under Section 106 Post-Review Discoveries provisions provided in 36 CFR 800.13. If it is determined that the discovered archaeological resource constitutes a significant resource, avoidance and preservation in place is the preferred manner of mitigation. Preservation in place may be accomplished by, but is not limited to, avoidance, incorporating the resource into open space, or capping. In the event that preservation in place is demonstrated to be infeasible and data recovery through excavation is the only feasible mitigation available, a Cultural Resources Treatment Plan shall be prepared and implemented by the Qualified Archaeologist in consultation with the County and Native American monitor that provides for the adequate recovery of the scientifically consequential information contained in the archaeological resource. All prehistoric and protohistoric archaeological resources collected during project construction shall be offered/donated to locally affiliated tribes with appropriate facilities for the curation of archaeological collections. Similarly, all historic-period archaeological resources collected during project construction shall be offered/donated to local museums including but not limited to Eastern California Museum, the Laws Museum, the Museum of Western Film, the Maturango Museum, and the Southern Inyo Museum in Lone Pine. Should the tribal groups and/or museums decline the artifact collections, they shall be curated at an acceptable curation facility outside the project vicinity such as University of California, Riverside.	During construction	Include conditions in construction contracts; Halt work; redirect; development of a formal Cultural Resources Treatment Plan, if needed.	IC			

Mitigation Measure	Monitoring Phase/ Timing	Monitoring Procedure	Implementing Party/ Agency	Verification of Compliance		
				Initials	Date	Remarks
Mitigation Measure CUL-6: The proposed signage to be installed at the boat launch and take out kiosks shall include language stating that all water trail users are to stay within the designated recreational areas of the water trail. The language shall also include interpretative information regarding the prehistory of the area, as well as definitions of site looting, vandalism, and pertinent public resources codes for the conviction of vandalism to archaeological resources including but not limited to PRC Sections 5097.993 and 5097.994 (Native American Historic Resource Protection Act), which establishes as a misdemeanor the removal or destruction of Native American archeological or historic sites on public or on private lands, punishable by a fine of up to $10,000 and/or imprisonment. Locally affiliated tribes shall be consulted regarding the content and design of the interpretive signage presented at the kiosks.	During and after construction	Installation of signage	IC			
Mitigation Measure CUL-7: Provided this measure does not present a safety risk by limiting ingress and egress from the channel, woody debris removed from the Owens River channel during construction shall be placed at points where existing ranch and access roads bound the channel to discourage the ability of recreational users leaving the water trail and using the roads to access archaeological sites located on the margins of the Owens River floodplain and the adjacent terraces.	During construction	Site inspections during construction	IC			
Mitigation Measure CUL-8: An annual site condition verification program shall be undertaken to document the condition of the three archaeological sites bisected by or located immediately adjacent to the existing dirt road that would be used to access the boat take out (P-14-000035, -000068, and -000081) as well as the five sites located on the margins of the Owens River floodplain (ESA-ORWT-Site-011P, -012P, -023P, -026P, and -027P). The site verification program shall be implemented by a qualified archaeologist on an annual basis for the first three years of the project's use as a recreational water trail. The site verification shall be conducted by the qualified archaeologist or an archaeologist working under the supervision of the qualified archaeologist; a Native American monitor from a locally affiliated tribe also will be requested to be present during site verification.	After construction	Site verification program	IC			

Mitigation Measure	Monitoring Phase/ Timing	Monitoring Procedure	Implementing Party/ Agency	Verification of Compliance		
				Initials	Date	Remarks
The goal of the annual site condition verification program is to monitor on an annual basis whether recreational use of the project area is indirectly impacting the eight archaeological sites identified above as a result of an increase in vehicle and foot traffic, inadvertent wandering into archaeological sites, purposeful looting and/or vandalism, and other disturbances that could be an inadvertent result of project operation. The results of the annual site condition verification shall be documented in a brief memorandum and shall include: confirmation of resource boundaries with GPS; relocation of previously identified diagnostic artifacts and features; confirmation of locations, quantities, and types of artifacts present; general condition and disturbances observed; and photography to document whether any change in resource condition has occurred. California Department of Parks and Recreations (DPR) 523 form updates, following California Office of Historic Preservation's (OHP) *Instructions for Recording Historical Resources,* shall be prepared and filed with the Eastern Information Center for all resources where changes in setting or condition are observed. If no impacts to archaeological sites are observed following the first three years, the annual site condition verification program may be discontinued. If the annual site condition verification program identifies impacts to archaeological sites resulting from project operations, or if, at any time, the County becomes aware of such impacts, additional protective measures shall be implemented immediately as recommended by the qualified archaeologist and in coordination with local Native American Tribes. If protective measures are implemented, annual verification of the measures' success shall be conducted for a period of three years.						
Mitigation Measure CUL-9: If human skeletal remains are uncovered during Project construction, all work within 100 feet of the find will be immediately halted, and the Inyo County coroner will be contacted to evaluate the remains, and follow the procedures and protocols set forth in Section 15064.5 (e)(1) of the CEQA Guidelines. If the County Coroner determines that the remains are Native American, the County shall contact the California Native American Heritage Commission (NAHC), in accordance with Health and	During construction if human skeletal remains are found	Halt work; contact County Coroner and NAHC, if needed	IC			

Mitigation Measure	Monitoring Phase/ Timing	Monitoring Procedure	Implementing Party/ Agency	Verification of Compliance		
				Initials	Date	Remarks
Safety Code Section 7050.5, subdivision (c), and PRC 5097.98 (as amended by AB 2641). The NAHC would then identify a Most Likely Descendant (MLD) of the deceased Native American, who would then help determine what course of action should be taken in the disposition of the remains. Per PRC 5097.98, the landowner should ensure that the immediate vicinity, according to generally accepted cultural or archaeological standards or practices, where the Native American human remains are located, is not damaged or disturbed by further development activity until the landowner has discussed and conferred, as prescribed in this section (PRC 5097.98), with the MLD regarding their recommendations, if applicable, taking into account the possibility of multiple human remains.						
Geology and Soils						
Mitigation Measure GEO-1: Prior to the start of construction activities, the County shall retain a Qualified Paleontologist that meets the standards of the Society of Vertebrate Paleontology (2010) to carry out all mitigation measures related to paleontological resources.	Prior to the start of construction	Retention of a Qualified Paleontologist	IC			
Mitigation Measure GEO-2: Prior to start of any ground disturbing activities, the Qualified Paleontologist shall contribute to any construction worker cultural resources sensitivity training, outlined in Mitigation Measure CUL-2, either in person or via a training module provided to the Qualified Archaeologist. This training shall include information on what types of paleontological resources could be encountered during excavations, what to do in case an unanticipated discovery is made by a worker, and laws protecting paleontological resources. All construction personnel shall be informed of the possibility of encountering fossils and instructed to immediately inform the construction foreman or supervisor if any fossils are unexpectedly unearthed in an area where a paleontological monitor is not present. The County shall ensure that construction personnel are made available for and attend the training and retain documentation demonstrating attendance.	Prior to the start of any ground disturbing activities	Brief report prepared by Qualified Paleontologist; documentation demonstrating attendance at resource sensitivity training	IC			

Mitigation Measure	Monitoring Phase/ Timing	Monitoring Procedure	Implementing Party/ Agency	Verification of Compliance		
				Initials	Date	Remarks
Mitigation Measure GEO-3: The Qualified Paleontologist shall supervise a paleontological monitor meeting the Society for Vertebrate Paleontology standards (2010) who shall be present during all ground excavations occurring within areas mapped as older lake deposits (Qlo) including the boat launch and take-out facilities, as well as all ground excavation activities exceeding 5 feet in depth for all project components in areas mapped as active alluvium (Qa) and Aeolian sands (Qs), which have the potential to extend into older lake deposits (Qlo) at depth (see Figure 3.5-2). Monitoring shall consist of visually inspecting fresh exposures of rock for larger fossil remains and, where appropriate, collecting wet or dry screened sediment samples of promising horizons for smaller fossil remains. Monitoring can be reduced to part-time inspections or ceased entirely if determined adequate by the Qualified Paleontologist in consultation with the County. Monitoring activities shall be documented in a Paleontological Resources Monitoring Report to be prepared by the Qualified Paleontologist at the completion of construction and shall be provided to the County and filed with the Natural History Museum of Los Angeles County within six (6) months of project completion. Paleontological resources collected during project construction shall be offered/donated to local museums with facilities that meet the Society for Vertebrate Paleontology (2010) curation guidelines. Should the local museums not have appropriate curation facilities or otherwise decline the paleontological specimens, they shall be curated at an acceptable curation facility outside the project vicinity such as the Los Angeles County Natural History Museum.	During excavation of areas mapped as older lake deposits and excavation exceeding 5 feet in depth for areas mapped as active alluvium and eolian san.	Site inspections during construction by a Qualified Paleontologist	IC			
Mitigation Measure GEO-4: If a unique geologic feature or paleontological resource is discovered during construction, the paleontological monitor shall be empowered to temporarily divert or redirect grading and excavation activities in the area of the exposed fossil to facilitate evaluation of the discovery. An appropriate buffer area shall be established by the Qualified Paleontologist around the find where construction activities shall not be allowed to continue. Work shall be allowed to continue outside of the buffer area. At the Qualified Paleontologist's discretion and to reduce any	During construction if a unique geologic feature or paleontological resource is discovered	Site inspections during construction by a Qualified Paleontologist	IC			

Mitigation Measure	Monitoring Phase/ Timing	Monitoring Procedure	Implementing Party/ Agency	Verification of Compliance		
				Initials	Date	Remarks
construction delay, the grading and excavation contractor shall assist in removing rock samples for initial processing and evaluation of the find. All significant fossils shall be collected by the paleontological monitor and/or the Qualified Paleontologist. Collected fossils shall be prepared to the point of identification and catalogued before they are submitted to their final repository. Any fossils collected shall be curated at a public, non-profit institution with a research interest in the materials, such as the Los Angeles County Natural History Museum, if such an institution agrees to accept the fossils. If no institution accepts the fossil collection, they shall be donated to a local school in the area for educational purposes. Accompanying notes, maps, and photographs shall also be filed at the repository and/or school.						
Hydrology and Water Quality						
Mitigation Measure HYD-1a: *In-Stream Measures to Minimize Pollution, Sediment Loading, and Dissolved Oxygen Impacts.* In order to minimize turbidity and sediment loading during project construction and maintenance, the County shall ensure that all in-channel work includes deployment of measures to avoid and/or minimize release of pollutants, sediment, and turbidity into the waterway. Typical measures to be deployed may include the following measures, or measures that are functionally equivalent to the following: • In-channel construction and vegetation removal shall occur during October through May, or otherwise during months when average water temperatures are not elevated, to ensure project activities do not result in dissolved oxygen levels that violate Basin Plan objectives. • All equipment used in-channel and adjacent to the waterway shall be adequately maintained to avoid leaks and cleaned offsite prior to use in the project area, to avoid release of equipment-related pollutants; • Equipment used within standing or flowing water shall have biodegradable hydraulic fluids and lubricants;	During in-channel construction	Site inspection; deployment of measures by the construction contractor to avoid and/or minimize release of pollutants, sediment, and turbidity into the waterway	IC			

Mitigation Measure	Monitoring Phase/ Timing	Monitoring Procedure	Implementing Party/ Agency	Verification of Compliance		
				Initials	Date	Remarks
• Complete all in-channel construction and maintenance activities during low-flow periods (i.e., avoid work during storm flow or periods when in-channel flows exceed 70 cfs); • Remove the occlusion at River Mile 45.1 to 45.3 incrementally to allow the ponded water to drain slowly. In conjunction with Mitigation Measure BIO-7, monitoring shall be conducted downstream during removal to assess the effects on water quality; and • Use hand-removal methods to remove emergent vegetation from the channel whenever practicable to minimize sediment release and suspension.						
Mitigation Measure HYD-1b: *Trash Receptacles.* The County shall ensure that adequate trash receptacles are installed at the boat launch and take-out areas, and that these receptacles are maintained (including trash removal) on an ongoing basis.	During and after construction	Site inspection to confirm Installation; ongoing maintenance	IC			
Mitigation Measure HYD-2: *Floodplain Erosion Management.* In order to stabilize spoils placed in stockpile areas, the County shall require the contractor to implement best management practices that minimize erosion of spoils, including but not limited to the following: • Place and lightly compact spoils in such a manner as to reduce erosion, • Revegetate by broadcast seeding with native vegetation including, but not limited to, salt grass or native bunch grasses • Encircle spoils placement areas with 100% biodegradable straw wattles. Stake spoils placement areas using 100% biodegradable wooden stakes.	During construction	Implementation of BMPs that minimize erosion of spoils by the construction contractor	IC			

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County Administrative Officer

DARCY ISRAEL
Asst. Clerk of the Board

AGENDA ITEM REQUEST FORM

May 26, 2026

Reference ID: 2026-328

Discussion Regarding Upcoming Inyo County/Los Angeles Standing Committee Meeting

Water Department

NO ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Holly Alpert, Water Director	Holly Alpert, Water Director

RECOMMENDED ACTION:

Provide direction to the County's Standing Committee representatives in advance of the meeting of the Inyo County/Los Angeles Standing Committee scheduled for May 27, 2026, in Inyo County.

BACKGROUND / SUMMARY / JUSTIFICATION:

The next meeting of the Inyo County/Los Angeles Standing Committee will be hosted by Inyo County in person at the Inyo County Board of Supervisors Room in Independence, CA, on May 27, 2026. Pursuant to Resolution 99-43 and the Long-Term Water Agreement, your Board sets policy for the County's representatives to the Standing Committee. The Water Department requests your Board provide direction to the County's Standing Committee representatives.

The Standing Committee agenda was in development at the time this agenda request was prepared. A draft agenda will be circulated when it is completed. We anticipate the following items to be on the agenda: runoff & operations update, reviewing the 2026-27 LADWP Annual Owens Valley Operations Plan, setting the Lower Owens River Project seasonal habitat flows, and establishing the Blackrock Waterfowl Management Area flooded acreage. Additional items may be included and will be presented to the Board.

FISCAL IMPACT:

Funding Source	Non-General Fund	**Budget Unit**	024102
Budgeted?	Yes	**Object Code**	5311/5331
Recurrence	Ongoing Expenditure	**Sole Source?**	N/A

If Sole Source, provide justification below

N/A

Current Fiscal Year Impact
For meetings located in Inyo County, up to $750 per meeting for stipends and travel expenses for Water Commissioners; lunch for meeting participants; and meeting supplies
Future Fiscal Year Impacts

Unknown, depends on number and location of meetings (some meetings are held in Los Angeles)
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board may choose not to review or provide guidance on the items intended for discussion at the May 27 Standing Committee meeting.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Los Angeles Department of Water and Power, California Department of Fish and Wildlife

STRATEGIC PLAN ALIGNMENT:

Thriving Communities I Climate Resilience and Natural Resource Protection

APPROVALS:

Holly Alpert	Created/Initiated - 05/06/2026
Darcy Israel	Approved - 05/06/2026
Holly Alpert	Approved - 05/12/2026
Amy Shepherd	Approved - 05/12/2026
Keri Oney	Approved - 05/12/2026
John Vallejo	Approved - 05/19/2026
Denelle Carrington	Final Approval - 05/19/2026

ATTACHMENTS:

1. May 27, 2026 Draft Standing Committee Meeting Agenda

AGENDA

INYO COUNTY/LOS ANGELES STANDING COMMITTEE

11:00 a.m.
May 27, 2026

Board of Supervisors Room
Inyo County Administrative Center
224 North Edwards St.
Independence, CA

The public will be offered the opportunity to comment on each agenda item prior to any action on the item by the Standing Committee or, in the absence of action, prior to the Committee moving to the next item on the agenda. The public will also be offered the opportunity to address the Committee on any matter within the Committee's jurisdiction prior to adjournment of the meeting.

NOTICE TO THE PUBLIC: This meeting is accessible to the public both in person and, for convenience, via Zoom webinar. The Zoom webinar is accessible to the public at:

https://us02web.zoom.us/j/87570372728?pwd=esZqj9U0Zb2ngM8RyfxJH5pcQQBxjW.1

Individuals will be asked to provide their name and an email address in order to access the videoconference. Anyone who does not want to provide their email address may use the following generic, non-functioning address to gain access: donotreply@inyocounty.us.

Remote participation for members of the public is provided for convenience only. If the remote participation connection malfunctions for any reason, the Inyo County Water Department reserves the right to conduct the meeting without remote access.

Anyone wishing to make either a general public comment or comment on a specific agenda item prior to the meeting, or as the item is being heard, may do so either in writing, or by utilizing the **"Raise hand" feature** when appropriate in the Zoom meeting. The meeting Chair will call on those who wish to speak. Individuals that phone into the Zoom meeting wishing to make a public comment may do so by pressing *9 to "**Raise Hand**". Written public comment, limited to **250 words or less**, may be emailed to halpert@inyocounty.us. Your emailed comments may or may not be read aloud, but all comments will be made a part of the record. Please submit a separate email for each item that you wish to comment upon.

1. Welcome and introductions

2. Public comment

3. Action Item: Approval of documentation of actions from the November 10, 2025, meeting

4. Runoff and operations update
    a. Runoff update
    b. Review of LADWP's 2026-27 Owens Valley Annual Operations Plan

5. Lower Owens River Project
    a. Consultation with California Department of Fish and Wildlife concerning items 5b and 5c
    b. Action Item: Set LORP seasonal habitat flow
    c. Action Item: Establishment of Blackrock Waterfowl Management Area flooded acreage

6. Schedule for future Standing Committee meetings

7. Adjourn

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To join zoom:

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+16699006833,,87570372728#,,,,*708082# US (San Jose)

Join via audio:
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+1 669 900 6833 US (San Jose)
+1 253 205 0468 US
+1 253 215 8782 US (Tacoma)
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AGENDA ITEM REQUEST FORM

May 26, 2026

Reference ID: 2026-270

Resolution Adopting List of Projects for Fiscal Year 2026-27 Funded by Road Maintenance and Rehabilitation Account (SB1)

Public Works - Road Department

ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Travis Dean, Engineering Assistant	Shannon Platt, Deputy Public Works Director - Roads

RECOMMENDED ACTION:

A) Approve Resolution No. 2026-21, titled, "A Resolution Adopting a List of Projects for Fiscal Year 2026-27 Funded by SB1: The Road Repair and Accountability Act of 2017," and authorize the Chairperson to sign; and
B) Authorize the Public Works Department to apply for and submit all required documentation to receive the Inyo County allotment of SB1, Road Repair and Accountability Act of 2017 funding and authorize the Public Works Director, or their designee, to sign for the RMRA funding and all associated supporting documents.

BACKGROUND / SUMMARY / JUSTIFICATION:

On April 28, 2017, the Governor signed Senate Bill (SB) 1, to address basic road maintenance, rehabilitation and critical safety needs on both the State highway and local streets and roads. An overview and details of the Senate Bill were outlined at the Board meeting of May 9, 2017. To recap, SB1, or The Road Repair and Accountability Act of 2017, will increase the per gallon fuel excise taxes; increase the diesel fuel sales tax; increase vehicle registration fees; and provide inflationary adjustments to tax rates in future years. The collected revenue is to be placed in the State Road Maintenance and Rehabilitation Account (RMRA) for allocation. State law requires counties and cities to establish eligibility for SB1 Road Maintenance and Rehabilitation Account (RMRA) funding on an annual basis by submitting a list of the proposed projects to the California Transportation Commission (CTC). Project lists do not have to be adopted within a county or city budget for FY 2018-19 and into the future, but project lists do have to be adopted by resolution at a regular public meeting.

Road Maintenance and Rehabilitation Account (RMRA) funds were created to address deferred maintenance on the State Highway System and local streets and road systems. This funding is allocated to the County Road fund monthly from the State Controller based on gas tax. Inyo County is estimated to receive over 4.5 million dollars in RMRA funds this year. Expenditure authority for RMRA funding is governed by Article XIX of the California Constitution, Revenue and Taxation Code, Division 2, Part 5, Chapter 6, Section 11051 and Streets and Highways Code Chapter 2, Division 3, Section 2030 (b).

Projects that are proposed do not need to be completed in that fiscal year, and can be amended or continued in subsequent project proposals. Public Works is bringing a resolution and project lists for the 2026-27 SB1 funding cycle as required in the SB1 funding cycle as required in the SB1, Road Repair and Accountability Act of 2017 legislation to be eligible for Road Maintenance and Rehabilitation Account (RMRA) funding. The requested projects in this SB1 funding cycle will include a continuation of any previously approved projects.

FISCAL IMPACT:

Funding Source	Non-General Fund	**Budget Unit**	034600
Budgeted?	Yes (salaries and contractors for specific projects)	**Object Code**	All
Recurrence	Ongoing Expenditure	**Sole Source?**	

If Sole Source, provide justification below

Current Fiscal Year Impact
None
Future Fiscal Year Impacts
None
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to not approve the resolution and project list; however, this is not recommended as the County would not be entitled to the SB1 funding. The addition of this funding will allow for continuing improvements to the County's road infrastructure and provide safer roads for the traveling public.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities I Community Revitalization Through Effective Planning
Thriving Communities I Community-Supporting Infrastructure Improvements
Thriving Communities I Enhanced Transportation Services
Thriving Communities I Climate Resilience and Natural Resource Protection
High-Quality Services I High-Quality County Government Services
High-Quality Services I Public Safety and Emergency Response

APPROVALS:

Travis Dean	Created/Initiated - 04/15/2026
Darcy Israel	Approved - 04/16/2026
Travis Dean	Approved - 04/16/2026
Breanne Nelums	Approved - 04/30/2026
Shannon Platt	Approved - 05/05/2026
Amy Shepherd	Approved - 05/05/2026
Keri Oney	Approved - 05/06/2026
John Vallejo	Approved - 05/06/2026
Denelle Carrington	Final Approval - 05/11/2026

ATTACHMENTS:

1. Proposed Project List Resolution and Attachment A

RESOLUTION NO._____

RESOLUTION ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2026-27 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of Inyo County are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, Inyo County must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, Inyo County, will receive an estimated $4,554,047 in RMRA funding in Fiscal Year 2026-27 from SB 1; and

WHEREAS, this is the 10th year in which Inyo County is receiving SB 1 funding and will enable Inyo County to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, Inyo County has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

WHEREAS, Inyo County used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help Inyo County maintain and rehabilitate dozens of the 530 streets/roads, and several of the 50 bridges, add active transportation infrastructure throughout the County this year and several types of similar projects into the future; and

WHEREAS, the 2023 California Statewide Local Streets and Roads Needs Assessment found that Inyo County's streets and roads are in an "excellent/good/at-risk/poor" condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into a "excellent/good" condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets

infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the Board of Supervisors of Inyo County, State of California, as follows:

1. The foregoing recitals are true and correct.

2. The following list of newly proposed projects will be funded in-part or solely with Fiscal Year 2026-27 Road Maintenance and Rehabilitation Account revenues:

Project #57 – Brockman Lane Bridge Project
Project #58 – Aberdeen Station Road Asphalt Overlay Project
Project #59 – Old State Highway Asphalt Overlay Project
Project #60 – Big Pine Slurry Seal Project

[Project detail for each newly proposed project can be found in Attachment A]

3. The following previously proposed and adopted projects may also utilize Fiscal Year 2026-27 Road Maintenance and Rehabilitation Account revenues in their delivery. With the relisting of these projects in the adopted fiscal year resolution, the County is reaffirming to the public and the State our intent to fund these projects with Road Maintenance and Rehabilitation Account revenues:

Project #10 – North Round Valley Bridge Replacement, Birchim Lane Improvement; State matching funds requirement
Project #13 – Crack Fill, Patching, Restriping, Overlay, Guardrails, and Culverts, As Required (Revised for FY 23/24)
Project #18 – Old Spanish Trail Road Grader Overlay
Project #21 – Lasky Lane Drainage Remediation
Project #23 - Guardrail Replacement and Modernization (revised)
Project #25 - Lone Pine Town Streets Asphalt Resurfacing Project
Project #27 – Various Roads Fog Coat Project
Project #28 – Short-Span Bridge Repair, Rehab, or Replacement Projects (Span less than 20')
Project #29 – BPMP (Bridge Preventative Maintenance Projects – (Span 20' and over)
Project #30 – Horseshoe Meadows Road Slide Repair Project
Project #36 – Stateline Road FLAP Full Reconstruction Project
Project #37 – Collins Road Bridge Reconstruction
Project #38 – Poleta Road Bridge (City of Bishop Cost Sharing)
Project #39 – Silver Canyon Road Bridge Rehabilitation
Project #41 – Emigrant Pass Old Spanish Trail HSIP Grant
Project #43 – Storm & Snowmelt Runoff Road Rehabilitation (revised)
Project #44 – Climate Resiliency – Armoring and Repair (revised)
Project #45– Lone Pine Road Yard Construction Project

Project #48 – Horseshoe Meadows Road Overlay Project
Project #49 – Sabrina Road Overlay Project
Project #51 - Warm Springs Road Culvert Replacement Project
Project #52 – South Mountain View Road Grader Overlay Project
Project #53 – Poleta Road Grader Overlay Project
Project #54 – Glacier Lodge Road Grader Overlay Project
Project #55 – Cactus Flat Road Grader Overlay Project
Project #56 –Trona Wildrose HSIP Grant Project

[Project detail for each relisted project can be found in Attachment A]

PASSED AND ADOPTED by the Board of Supervisors of Inyo County, State of California this 26th day of May, 2026, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Trina Orrill, Chairperson
Inyo County Board of Supervisors

ATTEST: David Fraser
Clerk of the Board

By _____
Darcy Israel, Assistant Clerk

Attachment A - Road Repair and Accountability Act
FY 2026/2027 SB 1 Projects

Project #10

North Round Valley Bridge Replacement, Birchim Lane Improvement

Description;
In 2017, a storm system destroyed a County bridge located in North Round Valley Road #1003, a County Road. This bridge was on the primary access route for the community of 40 Acres, located at the North end of the paved section of North Round Valley Road, approximately one mile north of the bridge. This bridge replacement qualified for State of California OES disaster funds at 75% reimbursement of project costs, incident #2017-11; 3602. CalOES funding ending with the completion of construction.

NOTE: This project is complete but remains as a listed project because the environmental closeout will take five years, ending in FY 27/28.

Location;
North Round Valley Road, with the damaged bridge, and Birchim Lane, that intersects North Round Valley Road, is located in Inyo County, 15 miles Northwest of Bishop.

Estimated useful life;
Useful life is 50 years

Costs for this project are estimated to be;
Environmental Closeout will cost about $60,000, at approximately $12,000/year.

Attachment A - Road Repair and Accountability Act
FY 2026/2027 SB 1 Projects

Project #13

Crack Fill, Patching, Restriping, Overlay, Guardrails, and Culvert – As Required

TR#18-002

Description:
Application of rubberized crack fill and pot-hole patching to seal asphalt pavement to prevent water intrusion to the subgrade, protecting the subgrade from erosion and causing pavement failure. Overlay for some roads that are in an advanced state of deterioration, restriping, and guardrail and culvert repairs and/or replacement as necessary. This project also provides funding for the purchase, repair, or maintenance of trucks and equipment to accomplish this scope of work.

Locations:
County-wide, the Inyo County Road Route system, where several roads are grouped in areas, or 'zones' will be used for identification of the residential streets, outlying roads, and individual roads receiving the crack fill, patching, restriping, overlay, guardrail, and culverts. Not every road in each route will warrant the application, the routes identified below are both residential and outlying roads, roads within the routes will receive some application, towns and routes are as follows;

- Bishop Area; Routes #1001 through #1006
- Big Pine Area; Routes #2001, through #2004
- Independence Area; Routes #3001 through #3005, and #3008
- Lone Pine Area; Routes #4001 through #4008
- Tecopa/Shoshone Area; Routes #5002 through #5006

Estimated useful life:
Useful life is 10 years

Anticipated construction date:
7/01/2026 through 6/30/2027

Costs for this project are estimated to be:
$1,500,000+ from RMRA (SB-1) Funds

Attachment A - Road Repair and Accountability Act
FY 2026/2027 SB 1 Projects

Project #18

Old Spanish Trail Road Grader Overlay

TR#18-002

Description:
The Old Spanish Trail Road Grader Overlay involves performing a grader overlay of intermittent segments of the existing roadway 22’ wide. Also included in this scope of work is the striping/asphalt markings for areas affected by the asphalt overlay.

Location:
The location of the Old Spanish Trail Road is between Highway 127 and the Nevada Border

Estimated useful life:
The estimated useful life for the grader overlay is 10 years

Anticipated construction date:
July 2026 through June 2027

Costs for this project are estimated to be:
$250,000+ from RMRA (SB-1) Funds

Attachment A - Road Repair and Accountability Act
FY 2026/2027 SB 1 Projects

Project #21

Lasky Lane Drainage Remediation

TR#18-002

Description:
The Lasky Lane Drainage Remediation Project involves the application of cold mix overlay to low areas of the existing Lasky Lane roadway to reconfigure drainage patterns to appropriate surface drainage transport mechanisms.

Location:
The location of the Lasky Lane Drainage Remediation area is the section of Lasky Lane just north and west of Lone Pine.

Estimated useful life:
The estimated useful life for the Lasky Lane Drainage Remediation work will be 30+ years.

Anticipated construction date:
July 2026 through June 2027

Costs for this project are estimated to be:
$20,000+ from RMRA (SB-1) Funds

Attachment A - Road Repair and Accountability Act
FY 2026/2027 SB 1 Projects

Project #23 (Revised 4-14-25)

Guardrail Replacement and Modernization

TR#18-002

Description:
The guardrail replacement and modernization will be performed at various segments of guardrail within the Inyo County Road system.

Locations:
The guardrails to be replaced and/or modernized include initial sections on the following roads: Mumy Lane, Reata Road, Sunland Drive, Dixon Lane, Whitney Portal Road, Eastside Road, Five Bridges Road, East Warm Springs Road, Sabrina Road, South Brockman Lane, Pine Creek Road, **Horseshoe Meadows Road**, and Onion Valley Road.

Estimated useful life:
The estimated useful life for the guardrail replacement is expected to be twenty (20) years minimum

Anticipated construction date:
July 2026 through June 2027

Costs for this project are estimated to be:
$1,000,000 from RMRA (SB-1) Funds

Attachment A - Road Repair and Accountability Act
FY 2026/2027 SB 1 Projects

Project #25

Lone Pine Town Streets Asphalt Resurfacing Project

TR#18-002

Description:
The Lone Pine Town Streets Asphalt Resurfacing Project will require the pulverization and paving of several roads with 2.5" of HMA (Hot Mix Asphalt).

Locations:
All proposed roads to be pulverized and paved are within the Town of Lone Pine. Roads slated for this scope of work include East Mountain Street, North and South Brewery Street, North and South Mt. Whitney Drive, East and West Post Street, Tim Holt Street, North and South Lone Pine Avenue, North and South Lake View Street, and East Muir Street. Additionally, bike lanes will be striped on the shoulders in select areas, and three (3) existing ADA ramps in the project area will be upgraded to ADA standards.

Estimated useful life:
The estimated useful life for the reconstruction of this road is twenty (20) years

Anticipated construction date:
July 2026 through June 2027

Costs for this project are estimated to be:
Total Project Costs $1,500,000

Inyo County Match $220,000 from RMRA (SB-1) Funds

Attachment A - Road Repair and Accountability Act
FY 2026/2027 SB 1 Projects

Project #27

Various Roads Fog Coat Project

TR#18-002

Description:
The Various Road Fog Coat Project involves the preparation and application of fog seal and associated striping and pavement.

Locations:
Rock Creek Road (1001), Fort Independence (3029), Shabbell Lane (3036), Whitney Portal Road West (4018A), and Nine Mile Canyon Road (5040), and Ed Powers Road (1016)

Estimated useful life:
The estimated useful life of this treatment is 5 years

Anticipated construction date:
July 2026 through June 2027

Costs for this project are estimated to be:
$750,000+ from RMRA (SB-1) Funds

Attachment A - Road Repair and Accountability Act
FY 2026/2027 SB 1 Projects

Project #28

Short Span Bridge (20’ and under) Project

TR#18-002

Description:
Repair, rehabilitation, or replacement of all short span bridges 20’ and under including the associated bridge rails.

Locations:
- Mumy Lane 1
- Mumy Lane 2
- South Brockman Lane
- Sunland Drive
- Poleta Road
- Whitney Portal Road - Canal
- Whitney Portal Road - Turnout
- Whitney Portal Road - Hairpin
- Reata road
- East Warm Springs Road -1st Bridge off US Hwy 395
- East Warm Springs Road - 2nd Bridge off US Hwy 395
- East Warm Springs Road - 4th Bridge off US Hwy 395
- Dixon Lane East of Saniger at Canal
- Five Bridges Road at Owens River
- Eastside Road, Just North of Redding Canyon
- Sabrina Bridge Below New Construction
- Sabrina Bridge Above New Construction
- Five Bridges Road West of Granite 1st Bridge
- Five Bridges Road West of Granite 2nd Bridge
- East Warm Springs Road - 3rd Bridge off US Hwy 395
- Collins Road Bridge over Big Pine Canal

Estimated useful life:
The estimated useful life of these repairs is 30 years

Anticipated construction date:
July 2026 through June 2027

Costs for this project are estimated to be:
$750,000+ from RMRA (SB-1) Funds

Attachment A - Road Repair and Accountability Act
FY 2026/2027 SB 1 Projects

Project #29

BPMP (Bridge Preventative Maintenance Projects)

TR#18-002

Description:
The scope of work involves all bridges 20' and over that are inspected periodically by Caltrans Bridge Engineers for the Inyo County Public Works. Several of the bridges need concrete patch work and the application of epoxy coating to the traffic surface.

Locations (initial listing):

48C0005	Mazourka Canyon Road
48C0009	Whitney Portal Road
48C0010	Old Sherwin Grade Road
48C0012	E Bishop Creek Road
48C0014	Whitney Portal Road
48C0015	Glacier Lodge Road
48C0016	Glacier Lodge Road
48C0023	Old Sherwin Road
48C0024	Lubken Canyon Road
48C0032	Bell Access Road
48C0035	Cottonwood Powerplant Road
48C0036	Cottonwood Road
48C0037	Ash Creek Road
48C0038	Fall Road
48C0041	Pine Creek Road
48C0043	Dixon Lane
48C0045	Manzanar Reward Road
48C0047	Five Bridges Road

Estimated useful life:
The estimated useful life of this is 10 years

Anticipated construction date:
July 2026 through June 2027

Costs for this project are estimated to be:
$200,000+ from RMRA (SB-1) Funds

Attachment A - Road Repair and Accountability Act
FY 2026/2027 SB 1 Projects

Project #30

Horseshoe Meadows Road Slide Repair Project

TR#18-002

Description:
One lane of the Horseshoe Meadows Road was lost due to erosion over the years, at a location near the top of the switchbacks climbing the face of the mountain. The plan is to design and pour a reinforced cantilevered roadway to replace the lost road width.

Locations:
Horseshow Meadows Road

Estimated useful life:
The estimated useful life of this treatment is 50 years

Anticipated construction date:
July 2026 through June 2027

Costs for this project are estimated to be:
$1,400,000+ from RMRA (SB-1) Funds

Attachment A - Road Repair and Accountability Act
FY 2026/2027 SB 1 Projects

Project #36

State Line Road FLAP Grant Reconstruction Project

TR#18-002

Description:

The scope of this project includes rehabilitation and widening of 5.21 miles of State Line Road from Death Valley Junction to the State Line of Nevada. State Line Road will be widened to 28-feet. This includes two 12-foot-wide travel lanes and two 2-foot-wide paved shoulders along with grading, drainage structures, full depth reclamation, placement of crushed aggregate base and asphalt pavement, signage, striping, and any other safety-related features.

Locations:
State Line Road from Death Valley Junction to the Nevada State Line

Estimated useful life:
The estimated useful life of this treatment is 30 years

Anticipated construction date:
July 2026 through June 2028

Costs for this project are estimated to be:
$17,167,000 Total Estimated Project Costs
$15,400,000 FLAP (Federal Land Access Program) Grant
$1,767,000 Inyo County Match Requirement, of which $160,000 has been paid from RMRA Funds to initiate the FLAP Grant

Attachment A - Road Repair and Accountability Act
FY 2026/2027 SB 1 Projects

Project #37

Collins Road Bridge Reconstruction Project

TR#18-002

Description:
The Collins Road Bridge over the Big Pine Canal was damaged during the winter of 22/23 storm cycle. After the last storm in March 2023 the West Abutment wall was leaning significantly due to scouring under the abutment footing. The Inyo County Engineer determined that the bridge was damaged beyond repair and authorized LADWP to remove the failed structure before it collapsed into the waterway. The current plan is to order precast box culverts and install them as soon as the water flows drop in the Fall months.

Locations:
Collins Road Bridge over Big Pine Canal

Estimated useful life:
The estimated useful life of this treatment is 50 years

Anticipated construction date:
July 2026 through June 2027

Costs for this project are estimated to be:
$250,000+ from RMRA (SB-1) Funds

Attachment A - Road Repair and Accountability Act
FY 2026/2027 SB 1 Projects

Project #38

Poleta Road Bridge Project

TR # 18-002

Description:
The Poleta Road Bridge is located on the boundary between the City of Bishop and Inyo County. City of Bishop is planning to reconstruct the bridge but has requested that Inyo County contribute an appropriate amount of funding based on the percentage of bridge structure within the Inyo County ROW (Right-of-Way)

Locations:
East line Street at the boundary between City of Bishop and Inyo County

Estimated useful life:
The estimated useful life of this treatment is 50 years

Anticipated construction date:
July 2026 through June 2027

Costs for this project are estimated to be:
The entire project is intended to be STIP funded, but Inyo County Public Works is programing in contingency funding $50,000 from RMRA (SB-1) Funds.

Attachment A - Road Repair and Accountability Act
FY 2026/2027 SB 1 Projects

Project #39

Silver Canyon Road Bridge Rehabilitation Project

TR#18-002

Description:
The Silverado Canyon Road Bridge is requiring rehabilitation to bring it up to current standards.

Locations:
The Silverado Canyon Road Bridge is located near Laws, CA

Estimated useful life:
The estimated useful life of this treatment is 30 years

Anticipated construction date:
July 2026 through June 2027

Costs for this project are estimated to be:
$75,000+ from RMRA (SB-1) Funds

Attachment A - Road Repair and Accountability Act
FY 2026/2027 SB 1 Projects

Project #41

Emigrant Pass Old Spanish Trail HSIP Grant Project

TR#18-002

Description:
The Local Transportation Commission (ICLTC) on behalf of the Road Department prepared a successful grant application for the Federal Highway Safety Improvement Program (HSIP) grant (attached)to apply high friction surface treatment, install chevron signs at five curves, and one flashing beacon for westbound traffic prior to the first curve. The grant approved a $209,600 project cost request with a 10% match of $20,960.

Locations:
Emigrant pass, Old Spanish Trail

Estimated useful life:
The estimated useful life of this treatment is 10 years

Anticipated construction date:
July 2026 through June 2027

Costs for this project are estimated to be:
Total project costs $230,560
HSIP Grant $209,600
Inyo County match funding $20,960 from RMRA funds

Attachment A - Road Repair and Accountability Act
FY 2026/2027 SB 1 Projects

Project #43

Storm & Snowmelt Runoff Road Rehabilitation Project (Revised for FY 26/27)

TR#18-002

Description:
This project provides funding for repair and rehabilitation of roads damaged by future storm events

Scope of Work
The work to be performed under this project involves the importation of structural fill material to be placed and compacted in the areas where erosion took place within the right-of-way. It also involves the removal of damaged asphalt paving, the restoration of the Type II Class B base material, and the replacement of any asphalt paving that would be lost as a result of erosion. Also included in this work is the replacement of damaged or undersize culverts and headwalls or flares, painting of striping and pavement markings, signage, placement of rock slope protection, and other armoring to prevent similar damage in the future.

Estimated useful life:
The estimated useful life of these repairs is 20 years

Anticipated construction date:
March 2027 through June 2026

Attachment A - Road Repair and Accountability Act
FY 2026/2027 SB 1 Projects

Project #44

Climate Resiliency – Armoring and Repair Project (Revised for FY 26/27)

TR#18-002

Description:
This project is intended to provide funds to armor and repair roads as necessary to minimize damage from the effects of future storm cycle, as well as anticipated snow melt runoff, including the installation of culverts and headwalls, installation of rock slope protection, and other improvements to prevent similar damage in the future. Work will be performed by the County's Public Works Road department.

Locations:
Any roads damaged by future storm events

Estimated useful life:
The estimated useful life of these repairs/treatment is 10 years

Anticipated construction date:
July 2026 through June 2027

Costs for this project are estimated to be:
$200,000+ from RMRA (SB-1) Funds

Attachment A - Road Repair and Accountability Act
FY 2026/2027 SB 1 Projects

Project #45

Lone Pine Road Yard Construction Project

TR#18-002

Description:
This project involves the construction of a new road yard maintenance building in Lone Pine, CA.

Locations:
Lone Pine, CA

Estimated useful life:
The estimated useful life of this treatment is 50 years

Anticipated construction date:
July 2026 through June 2027

Costs for this project are estimated to be:
$500,000+ from RMRA (SB-1) Funds

Attachment A - Road Repair and Accountability Act
FY 2026/2027 SB 1 Projects

Project #48

Horseshoe Meadows Road Overlay Project

TR#18-002

Description:
Horseshoe Meadows Road will receive a grader overlay and restriping as necessary.

Locations:
Horseshoe Meadows Road from the intersection of Whitney Portal Road to Lubken Canyon Road. This is a three-mile stretch, and it is anticipated that ½ mile per year will receive the overlay

Estimated useful life:
The estimated useful life of this treatment is 10 years

Anticipated construction date:
July 2026 through June 2031

Costs for this project are estimated to be:
$760,000 total, or $127,000/year from RMRA (SB-1) Funds

Attachment A - Road Repair and Accountability Act
FY 2026/2027 SB 1 Projects

Project #49

Sabrina Road Overlay Project

TR#18-002

Description:
Sabrina Road will receive a grader overlay and restriping, as necessary

Locations:
Approximately ½ mile, locations to be determined by Road Superintendent.

Estimated useful life:
The estimated useful life of this treatment is 10 years

Anticipated construction date:
July 2026 through June 2027

Costs for this project are estimated to be:
$127,000+ from RMRA (SB-1) Funds

Attachment A - Road Repair and Accountability Act
FY 2026/2027 SB 1 Projects

Project #51

Warm Springs Road Culvert Replacement Project

TR#18-002

Description:
This project involves the removal of a failing 50’ long corrugated metal culvert and replacement with a 6’ wide x 4’ tall concrete box culvert. The culvert carries an existing LADWP ditch under Warm Springs Road. LADWP will contribute all of the labor and equipment necessary to complete the project. Inyo County’s contribution will consist of providing the precast concrete culvert and the cost of any site delivered ready mix concrete.

Locations:
Warm Springs Road approximately ¼ mile from US 395

Estimated useful life:
The estimated useful life of this treatment is 30 years

Anticipated construction date:
July 2026 through June 2027

Costs for this project are estimated to be:
$100,000 for the precast box culverts and $28,000 for the ready-mix concrete from RMRA (SB-1) Funds

Attachment A - Road Repair and Accountability Act
FY 2026/2027 SB 1 Projects

Project # 52

South Mountain View Road Grader Overlay Project

TR#18-002

Description:
This project involves overlaying South Mountain View Road.

Locations:
South Mountain View Road from CA 168 West to Ranch Road

Estimated useful life:
The estimated useful life of this treatment is 10 years

Anticipated construction date:
July 2026 through June 2027

Costs for this project are estimated to be:
$83,000+ from RMRA (SB-1) Funds

Attachment A - Road Repair and Accountability Act
FY 2026/2027 SB 1 Projects

Project #53

Poleta Road Grader Overlay Project

TR#18-002

Description:
This project involves performing a grader overlay on Poleta Road.

Locations:
Poleta Road, from Poleta Laws Road to White Mountain Research Station

Estimated useful life:
The estimated useful life of this treatment is 10 years

Anticipated construction date:
July 2026 through June 2027

Costs for this project are estimated to be:
$70,000+ from RMRA (SB-1) Funds

Attachment A - Road Repair and Accountability Act
FY 2026/2027 SB 1 Projects

Project #54

Glacier Lodge Road Grader Overlay Project

TR#18-002

Description:
A portion of Glacier Lodge Road will receive a grader overlay.

Locations:
From the 2nd Bridge continuing west ½ mile.

Estimated useful life:
The estimated useful life of this treatment is 10 years

Anticipated construction date:
July 2026 through June 2027

Costs for this project are estimated to be:
$127,000+ from RMRA (SB-1) Funds

Attachment A - Road Repair and Accountability Act
FY 2026/2027 SB 1 Projects

Project #55

Cactus Flat Road Grader Overlay Project

TR#18-002

Description:
Cactus Flat Road will receive a grader overlay.

Locations:
From US 395 eastward approximately 1 mile

Estimated useful life:
The estimated useful life of this treatment is 10 years

Anticipated construction date:
July 2026 through June 2027

Costs for this project are estimated to be:
$254,000+ from RMRA (SB-1) Funds

Attachment A - Road Repair and Accountability Act
FY 2026/2027 SB 1 Projects

Project #56

TR#18-002

Description:
Inyo County was awarded a grant by the Highway Safety Improvement Program (HSIP) to overlay a segment of Trona-Wildrose Road with a high traction coating (chip seal) and install chevron signs at thirteen specific locations.

Locations:
A 2.8 mile segment of Trona Wildrose Road through the Slate Pass area. This segment of Trona Wildrose Road is known for exceptionally tight curves.

Estimated useful life:
The estimated useful life of this treatment is 10 years

Anticipated construction date:
July 2026 through June 2027

Costs for this project are estimated to be:

Projected Total Project Costs	$518,200
HSIP Grant Awarded	$466,380
Inyo County RMRA Match	$51,820

Attachment A - Road Repair and Accountability Act
FY 2026/2027 SB 1 Projects

Project #57

Brockman Lane Bridge Project

TR#25-028

Description:
Replace bridge on Brockman Lane, Bishop

Locations:
Brockman Lane, Bishop

Estimated useful life:
The estimated useful life of this bridge is 50 years

Anticipated construction date:
Spring 2027

Costs for this project are estimated to be:
$1,200,000 from RMRA (SB-1) Funds

Attachment A - Road Repair and Accountability Act
FY 2026/2027 SB 1 Projects

Project #58

Aberdeen Station Road Asphalt Overlay Project

TR#18-002

Description:
The scope of this project entails applying cold mix asphalt to the roadway surface and restriping as required.

Locations:
Aberdeen Station Road 3.56 miles of roadway West of US 395, 14 miles North of Independence, CA

Estimated useful life:
The estimated useful life of this project is 10 years.

Anticipated construction date:
Summer of 2026

Costs for this project are estimated to be:
$675,000 from RMRA (SB-1) Funds

Attachment A - Road Repair and Accountability Act
FY 2026/2027 SB 1 Projects

Project #59

Old State Highway Asphalt Overlay Project

TR#18-002

Description:
The scope of this project entails applying cold mix asphalt to the roadway surface and restriping as required.

Locations:
Old State Highway 0.65 miles of roadway located in Shoshone, CA

Estimated useful life:
The estimated useful life of this project is 10 years

Anticipated construction date:
Summer of 2026

Costs for this project are estimated to be:
$1,020,000 from RMRA (SB-1) Funds

Attachment A - Road Repair and Accountability Act
FY 2026/2027 SB 1 Projects

Project #60

Big Pine Slurry Seal Project

TR#18-002

Description:
The scope of this project entails applying Type II Micro Fiber Slurry Seal over the roadway surface and restriping as required.

Locations:
Multiple roads on the East and West side of highway 395 located in Big Pine, CA.

Estimated useful life:
The estimated useful life of this project is 10 years

Anticipated construction date:
Summer of 2026

Costs for this project are estimated to be:
$1,000,000 from RMRA (SB-1) Funds

INYO COUNTY BOARD OF SUPERVISORS

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

DAVID FRASER
County Administrative Officer

DARCY ISRAEL
Asst. Clerk of the Board

AGENDA ITEM REQUEST FORM

May 26, 2026

Reference ID: 2026-326

Lone Pine Water Main and Service Lateral Project Plan and Funding Strategy

Public Works

NO ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Meaghan McCamman, Deputy County Administrator, Ashley Helms, Deputy Public Works Director - Airports, Marc Lucas, Associate Civil Engineer	Meaghan McCamman, Deputy County Administrator, Ashley Helms, Deputy Public Works Director - Airports, Marc Lucas, Associate Civil Engineer

RECOMMENDED ACTION:

A) Conduct workshop on Phase 1 of the Lone Pine Water Main and Service Lateral Project Plan and Funding Strategy; and B) Provide any follow-up direction to staff as necessary.

BACKGROUND / SUMMARY / JUSTIFICATION:

Background:

The Lone Pine Water System is a community water system comprising approximately 8.2 miles of water mains ranging from 1.5 to 16 inches in diameter. More than half of the mains are over 50 years old and have exceeded their useful life per industry standard. The aging distribution infrastructure is increasingly prone to failures—including main cracks, leaks, and service line issues—resulting in rising repair costs and compromised system reliability.

Shortly after the handover of the system from the Los Angeles Department of Water and Power (LADWP) was initiated in 2001, a main line replacement project was completed that installed 15,000 linear feet of 6 and 8 inch C900 PVC pipe in the Lone Pine distribution system. From 2001 to 2019, the County contracted with a series of companies to operate the water systems on its behalf. Due to the high cost of the operating contracts and the below-cost recovery water rates, the water system budget did not accumulate a fund balance to carry out capital improvement projects. In 2018, the County hired a firm to perform a water rate study to prepare for the County to take over the operation of the three systems. Since the County took over operation of the system, the Water Fund has grown a capital improvement balance of approximately $1.8M to prepare for the upcoming projects. A partially grant funded water meter replacement project is currently underway.

A 2021 master study prepared by the California Rural Water Association evaluated all County-operated systems and underscored the deteriorating condition of the Lone Pine system. The report emphasized that, without substantial improvements, leak frequency would continue to rise—a trend that is already occurring. In the past 5 years, the water system budget has paid approximately $300,000 towards emergency repairs on leaks in water mains and laterals throughout the system.

This need for system renewal is further intensified by the timing of the Lone Pine Town Street Pavement Rehabilitation Project, which is scheduled for construction in 2028 using Surface Transportation Program (STP) funds that will expire if not expended by that deadline. Because the water distribution system lies directly beneath the streets slated for reconstruction, it is essential that deteriorated water mains and service laterals be replaced before any paving occurs. Proceeding with street rehabilitation without first addressing the failing underground infrastructure would significantly increase the risk of having to excavate new pavement to repair future leaks—an outcome that is both costly and counterproductive. Given the age and condition of the system, it is advisable that the County advance the water main replacement project without delay to ensure the long-term integrity of both the water system and the planned roadway improvements.

Proposed Project:

To avoid cutting into newly paved streets for water system repairs while minimizing impact to the ratepayers, Public Works proposes a phased approach:

Project 1: Phase I Main and Lateral Replacement Project
Design and replace the water mains located beneath the streets included in the Town Street Rehabilitation Project. These replacements must be installed prior to paving to preserve the new roadway improvements. Phase I consists of replacing approximately 14,000 linear feet of water distribution lines.

Project 2: Transmission Main and Pressure Reducing Station

Reroute the existing transmission main from the storage tank into town and modernize the pressure-reducing station. The 16-inch transmission main was constructed between 1970 and 1973. It is partially exposed as it runs parallel to Lone Pine Creek. Replacement along the same alignment would create extensive environmental concerns.

Project 3: Phase II Main and Lateral Replacement Project
Design and replace the remaining water mains throughout the Lone Pine system that have exceeded their design life.

Funding Status and Current Financing Options:

In May 2025, Inyo County applied to the State Water Resources Control Board for grant funding for the design of the Phase I Main and Lateral Replacement Project. Over the ensuing year, the County was instructed to increase the grant request to cover both Phase I and Phase II design costs and to complete a full procurement process for an engineering design firm. The County completed procurement and executed a contract as required to advance the grant. Shortly thereafter, the State notified the County that the grant would not be awarded.

Public Works then pursued alternative financing. USDA Rural Development has now offered a comprehensive financing package covering both design and construction, with approximately 45% of the loan amount forgivable. USDA believes loan documents can be finalized within the next several months, enabling the project to proceed at a pace that would allow the water line replacements of Phase I to take place before the street repaving project.

The County has also submitted a request for a $3 million congressional appropriation for the project's design phase. It is unlikely, however, that both the federal earmark and USDA loan forgiveness could be used concurrently.

Estimated Costs and Rate Implications:
Phase I design costs are estimated at approximately $362,000. Construction costs are conservatively

estimated at $400-550 per linear foot, resulting in projected construction costs of roughly $5,600,000 - $7,700,000 for Phase I. Total project costs, including design and construction, would amount to roughly $6-8 million. With 45 percent loan forgiveness, and a contribution from the Water Systems Fund balance, the County would receive up to $3.65 million in grant funding and up to $4 million as a loan. Current terms include a 40-year repayment period at an estimated 2.8 percent interest rate.

Repayment of the loan will require a Proposition 218 rate-setting process. Public Works would engage a qualified consultant to evaluate rate options and guide the County through the Proposition 218 noticing and hearing requirements. The Lone Pine Water System serves 521 connections.

Requested Direction:

- Whether to proceed with the USDA Rural Development financing package;
- Whether to initiate the Proposition 218 process and secure a rate consultant;
- Any additional Board guidance regarding project phasing, scope, or funding strategy.

FISCAL IMPACT:

Funding Source	Water Systems Fund / USDA Grant & USDA Loan (if awarded)	**Budget Unit**	152220
Budgeted?	Yes	**Object Code**	5124/ 5700
Recurrence	One-Time Expenditure	**Sole Source?**	No

If Sole Source, provide justification below

Current Fiscal Year Impact
Phase 1 has a not-to-exceed amount of $361,361, and design work has begun.
Future Fiscal Year Impacts
Phase 1 includes construction phase work, such as answering Requests for Information (RFI) submittals and preparing As-Built drawings, so Phase 1 will remain active until construction is complete in 2027/2028. Phase 2 has a not-to-exceed amount of $221,367 and would not begin until sometime after the grant award, likely not until next fiscal year.
Additional Information

The entire Phase 1 contract amount is budgeted out of the Water Fund Balance, however use of those funds beyond $50,000 is contingent upon receipt of State Water Board grant funding. If the Board directs staff to continue with the design work while pursuing USDA or other funding opportunities, that contingency would need to be removed.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

If the County does not pursue financing or initiate the rate process, system conditions will continue to deteriorate. Increasing leak frequency will elevate operating costs and strain the water enterprise fund. Without replacement work ahead of the 2028 pavement project, the County risks future emergency repairs that could require excavation into newly paved streets, greatly increasing long-term costs.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities I Community-Supporting Infrastructure Improvements
High-Quality Services I High-Quality County Government Services
High-Quality Services I Improved County Facilities

APPROVALS:

Meaghan McCamman	Created/Initiated - 05/19/2026
Marc Lucas	Approved - 05/19/2026
Ashley Helms	Approved - 05/19/2026
Darcy Israel	Approved - 05/19/2026
Amy Shepherd	Approved - 05/19/2026
John Vallejo	Approved - 05/19/2026
Meaghan McCamman	Approved - 05/19/2026
Denelle Carrington	Final Approval - 05/19/2026

ATTACHMENTS:

1. USDA Water Loan & Grant FAQ

Water and Waste Disposal Loans and Grants Program

What does this program do?

This program provides funding to help rural communities extend and improve water and waste disposal facilities. It provides funding for clean and reliable drinking water, sanitary sewage disposal, sanitary solid waste disposal, and storm water drainage systems to households and businesses in eligible rural areas.

Who can apply?

Eligible applicants include:

- **State and local governments**
- **Non-profits**
- **Federally recognized Tribes**

Water and Waste Disposal Loan and Grant Program

What is an eligible area?

- Rural areas and towns with populations of 10,000 or less, including Tribal lands and colonias in rural areas.

To see if your area is eligible visit this website: tinyurl.com/WEPRuraleligibility

What kinds of funding are available?

Long-term, low-interest loans. If funds are available, a grant may be combined with a loan to maintain affordable rates.

What are the loan terms?

This is a fixed-rate loan with a repayment period up to 40 years. The interest rate is based on the need for the project and the median household income of the area to be served.

How can the funds be used?

Funds may be used to purchase, construct or improve:

- Drinking water sources, treatment, storage and distribution systems
- Storm water transmission, treatment and disposal
- Sewer collection, transmission and disposal
- Solid waste collection and disposal

In some cases, funding may also be available for related activities such as:

- Legal and engineering fees
- Land purchases
- Water and land right acquisition
- Permits and equipment

For a complete list of how funds may be used see 7 CFR Part 1780.7 and 1780.9 available at this website: tinyurl.com/CFR1780.

How do we get started?

Contact your local state office. A list is available at this website: tinyurl.com/RDStateOffices.

Applications are accepted year round using RD Apply at this link: rd.usda.gov/programs-services/rd-apply.

What governs this program?

- Basic Program – 7 CFR, Part 1780, available at this website: tinyurl.com/CFR1780
- Loan Servicing – 7 CFR, Part 1782, available at this website: tinyurl.com/CFR1782
- Section 306 of the Consolidated Farm and Rural Development Act, available at this website: tinyurl.com/FarmandRDAct

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NOTE: Because information changes, always consult official program instructions or contact your local USDA Rural Development office for help. A list is available at this link: tinyurl.com/RDStateOffices. You will find additional RD program resources at rd.usda.gov. Information about other USDA programs and services is available at this link: ask.usda.gov/s/. USDA is an equal opportunity provider, employer, and lender.

June 2025

INYO COUNTY BOARD OF SUPERVISORS

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DAVID FRASER
County Administrative Officer

DARCY ISRAEL
Asst. Clerk of the Board

AGENDA ITEM REQUEST FORM

May 26, 2026

Reference ID: 2026-333

Letter to Department of Interior Regarding Rio Tinto Land Donation

County Administrator

ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Meaghan McCamman, Deputy County Administrator	Meaghan McCamman, Deputy County Administrator

RECOMMENDED ACTION:

Approve a letter to the U.S. Department of the Interior requesting the Federal Government offset the permanent fiscal impacts associated with the proposed donation of approximately 3,209 acres of Rio Tinto-owned land to Death Valley National Park by releasing federal lands to Inyo County, and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

U.S. Borax, a subsidiary of Rio Tinto, has proposed donating approximately 3,209 acres of private land for inclusion in Death Valley National Park. These parcels contain major visitor destinations and are integral to park operations and visitor experience. As detailed in the attached letter, the proposed transfer would eliminate $34,176.66 in annual property tax revenue that supports Inyo County, its school districts, special districts, and the region's critical-access hospital—services that already operate under significant financial strain due to the County's large federal footprint and disproportionately low PILT reimbursement.

The County has consistently advocated for a balanced solution that preserves long-term conservation benefits while preventing disproportionate impacts on some of California's most underserved rural communities. A viable model—an endowment-based structure in which the land is sold to a foundation to benefit local agencies, and then sold to the National Park Service and the proceeds used to create a permanent revenue replacement fund—has been discussed but not adopted by the involved parties.

In the absence of such mitigation, the attached letter formally requests the Department of the Interior's intervention to provide Inyo County with an equivalent 3,209 acres of federal land suitable for private ownership, thereby restoring the lost local tax base and supporting community stability.

Southern Inyo Hospital District has also approved and transmitted a letter underscoring the severity of the financial consequences and the importance of federal engagement.

The attached letter requests partnership from the Department of the Interior to ensure the proposed land transfer can proceed without inflicting lasting harm on essential public services, including education, emergency response, and healthcare.

FISCAL IMPACT:

Funding Source	The conversion of this privately held land to federal ownership is projected to reduce general fund revenues by approximately $10,000 in FY 2026–27.	**Budget Unit**	
Budgeted?	No	**Object Code**	
Recurrence	Ongoing Revenue Loss	**Sole Source?**	

If Sole Source, provide justification below

Current Fiscal Year Impact
Approval of the letter has no immediate fiscal impact. However, if the proposed donation proceeds without mitigation, the County and local districts will incur a permanent loss of $34,176.66 annually.
Future Fiscal Year Impacts
In future fiscal years, the general fund is expected to face ongoing annual revenue losses of a similar magnitude, creating a permanent impact unless mitigation measures are implemented.
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could decide not to approve the letter. Staff does not recommend this option, as it would forgo a critical opportunity to formally request mitigation for permanent revenue losses.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Southern Inyo Healthcare District, Death Valley School District

STRATEGIC PLAN ALIGNMENT:

Thriving Communities I Highest and Best Use of Property

APPROVALS:

Meaghan McCamman	Created/Initiated - 05/12/2026
Darcy Israel	Approved - 05/12/2026
Amy Shepherd	Approved - 05/13/2026
Keri Oney	Approved - 05/18/2026
John Vallejo	Approved - 05/18/2026
Denelle Carrington	Final Approval - 05/18/2026

ATTACHMENTS:

1. Inyo County Board of Supervisors Letter to Department of the Interior

INYO COUNTY BOARD OF SUPERVISORS

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DAVID FRASER
County Administrative Officer

DARCY ELLIS
Asst. Clerk of the Board

May 19, 2026

The Honorable Doug Burgum
Secretary of the Interior
U.S. Department of the Interior
1849 C Street NW
Washington, DC 20240

Re: Request for Federal Mitigation of Local Impacts Resulting from Proposed Rio Tinto Land Donation to Death Valley National Park

Dear Secretary Burgum:

The Inyo County Board of Supervisors writes regarding the proposed donation of approximately 3,209 acres of privately held land from U.S. Borax, a subsidiary of Rio Tinto, to the National Park Service for inclusion in Death Valley National Park. These lands include iconic visitor destinations such as the Zabriskie Point viewshed, portions of State Route 190 (a National Scenic Byway), much of the Golden Canyon trail network, and nearly all of Twenty Mule Team Canyon Road—all areas that function today as core elements of the park experience for over 1.4 million annual visitors.

While we strongly support the long-term conservation and public accessibility of these landscapes, the proposed transfer poses a significant and permanent fiscal impact on some of California's most underserved rural communities. The 20 parcels involved currently generate $34,176.66 annually in property taxes, revenue that supports the County, local schools, special districts, and the local critical-access hospital, which serves as an emergency lifeline to the millions of tourists who visit Death Valley or attempt to climb in and around Mt. Whitney each year. Once transferred to federal ownership, this revenue disappears permanently, with the deepest consequences felt in Southeast Inyo County—an area already experiencing persistent poverty, limited employment opportunities, and fragile public services.

These losses are especially severe in a county where over 5.5 million acres, or 92% of the County's land mass, are federally owned, leaving only 1.7% of the County in private hands and available to generate property tax revenue—the backbone of funding for schools, emergency response, fire protection, healthcare, and other essential services. At the same time, despite its enormous federal footprint, Inyo County receives one of the lowest PILT rates in California at just $0.44 per acre, a payment level that does not come close to covering the true cost of providing services that directly support federal lands and the millions of visitors they attract each year. As a result, the limited private parcels that do exist— including the 3,209 acres proposed for donation—provide critically important, irreplaceable revenue. Losing them would further strain local schools, the critical-access hospital, and special districts already operating with minimal resources, widening inequities for some of the state's most economically challenged communities.

Inyo County has consistently sought a responsible path forward to ensure that the proposed land transfer does not inflict permanent harm on the residents and public institutions that rely on the revenue generated by these parcels. A viable and balanced solution exists in the form of an endowment-based model, in which the land is

donated to a qualified foundation, then sold to the National Park Service at fair market value, and the proceeds dedicated to a permanent endowment fund that would replace the lost revenue for the school district, the critical-access hospital, and local special districts. This approach offers a fair and practical means of protecting essential community services while still enabling the long-term conservation benefits of the proposed transfer.

However, because this model has not been adopted by the parties involved in the transaction, and given the severe impact that unmitigated revenue losses would impose on already-disadvantaged rural communities, Inyo County must respectfully request the Department of the Interior's direct intervention to ensure these fiscal and service gaps are addressed.

Request for Federal Mitigation
Should the endowment approach prove impossible to implement, Inyo County urges the Department of the Interior to adopt a practical, equitable second-best alternative: Provide Inyo County with an equivalent 3,209 acres of federal land, suitable for private ownership, to replace the tax base lost through this transaction.

Such lands would not have to come from National Park Service holdings, but Bureau of Land Management or Forest Service parcels offer a workable and appropriate source. Inyo County would prioritize well-located, usable parcels near existing communities—areas that could support housing, small-scale economic development, and stable long-term revenue.

This request aligns with current federal directives supporting rural economic resilience, community-driven land-use planning, and mitigation of inequities in counties containing large percentages of federal land. It also upholds a basic principle: federal conservation actions should not unintentionally harm the communities that already shoulder disproportionate stewardship responsibility.

Conclusion
Bringing these inholdings into public ownership would resolve long-standing management challenges and protect nationally significant resources—goals the County supports. But without meaningful mitigation, the donation will impose real, lasting harm on schools, healthcare providers, special districts, and residents in some of California's most economically vulnerable communities.

By providing 3,209 acres of federal land for private ownership, the Department of the Interior can ensure this important conservation action moves forward without sacrificing the fiscal stability and essential services of Inyo County.

We respectfully request your partnership in advancing this solution and welcome the opportunity to engage with your staff to identify appropriate parcels and next steps.
Thank you for your attention to this matter.

Sincerely,

Chairperson Trina Orrill
Inyo County Board of Supervisors

cc:
Kate MacGregor, Deputy Secretary, U.S. Department of the Interior
Jessica Bowron, Acting Director, National Park Service
Bill Groffy, Acting Director, Bureau of Land Management
Mike Reynolds, Superintendent, Death Valley National Park
The Honorable Kevin Kiley, U.S. Representative, California's 3rd Congressional District

The Honorable Alex Padilla
The Honorable Adam Schiff
Del Renigar, Vice President, Government Relations, Rio Tinto
Judy Brown, Chief Advisor, External Affairs, Rio Tinto
Todd Malan, Vice President, External Affairs

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County Administrative Officer

DARCY ISRAEL
Asst. Clerk of the Board

AGENDA ITEM REQUEST FORM

May 26, 2026

Reference ID: 2026-282

Food Cook Job Description and Establishment of a Trainee Classification

County Administrator - Personnel

ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Keri Oney, Assistant Personnel Director	Keri Oney, Assistant Personnel Director

RECOMMENDED ACTION:

A) Establish the Food Cook Trainee Classification at Grade 1 ($3,601.35-$4,679.14/month);
B) Approve the job description for the Food Cook and Food Cook Trainee; and
C) Authorize Health and Human Services or the Sheriff's Department to hire at either the Food Cook or Food Cook Trainee level, depending on qualifications.

BACKGROUND / SUMMARY / JUSTIFICATION:

The proposed action requests approval of the updated Food Cook job description and the establishment of the Food Cook Trainee classification at Grade 1. The revised Food Cook specification updates minimum qualifications and clarifies expectations for professional kitchen experience and food safety certifications. Creating the trainee classification introduces an entry-level option for applicants who show promise but do not yet possess the level of experience required for the journey-level role, allowing the County to broaden its applicant pool and strengthen recruitment efforts.

The Food Cook Trainee classification is a stand-alone position designed specifically for on-the-job learning. As described in Food Cook - Trainee job description, trainees work under direct supervision and focus on developing foundational skills rather than independently planning or coordinating kitchen operations. In contrast, the Food Cook role requires prior experience and the ability to perform a full range of duties with autonomy. Although the trainee position is not part of a formal career ladder, the job description specifies that after one year of continuous employment, an incumbent may be reviewed for advancement to the Food Cook classification, and such advancement would not require any change to Board-authorized staffing strength.

Establishing the trainee position supports long-term workforce development by allowing new employees to gain experience in a structured environment while ensuring that operational demands continue to be met by appropriately trained staff. This tiered approach to staffing increases flexibility, strengthens succession planning, and provides a practical pathway for growing the County's food service workforce.

While this request is being presented after the adoption of the Fiscal Year 2025-2026 budget, it aligns with the requirements outlined in County Code Section 2.08.040(E).

FISCAL IMPACT:

Funding Source	General Fund and Non-General Fund (Depending on Department - HHS or Sheriff)	**Budget Unit**	Depends on Department (HHS or Sheriff)
Budgeted?	Yes	**Object Code**	Various Salaries & Benefits
Recurrence	Ongoing Expenditure	**Sole Source?**	No

If Sole Source, provide justification below

Current Fiscal Year Impact
No impact. This is not adding additional staff, just broadening the applicant pool for positions included in the Board-approved budget.
Future Fiscal Year Impacts
Additional Information

The establishment of the new Trainee classification will allow entry-level applicants to meet the minimum qualifications while gaining the skills and experience needed on the job.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board may choose not to approve the recommended action; however, continued vacancies and repeated failed recruitments will prolong staffing shortages, requiring current employees to cover essential duties through increased overtime. This will accelerate burnout among existing staff and further compromise the County's ability to maintain stable and reliable food service operations in the jail or senior service programs.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Health & Human Services
Sheriff's Department

STRATEGIC PLAN ALIGNMENT:

High-Quality Services I Quality County Employees
High-Quality Services I High-Quality County Government Services

APPROVALS:

Riannah Reade	Created/Initiated - 04/09/2026
Darcy Israel	Approved - 04/09/2026
Riannah Reade	Approved - 04/09/2026
Amy Shepherd	Approved - 04/09/2026
Keri Oney	Approved - 05/19/2026
John Vallejo	Approved - 05/19/2026
Stephanie Rennie	Approved - 05/20/2026
Denelle Carrington	Final Approval - 05/20/2026

ATTACHMENTS:

1. Food Cook - Trainee
2. Food Cook

COUNTY OF INYO

Food Cook Trainee

FLSA STATUS: **Non-Exempt**

DEFINITION:

Under direct supervision, the Food Cook Trainee assists with basic food preparation and kitchen tasks in an institutional or commercial kitchen setting. The trainee supports the preparation and service of meals in accordance with established recipes, dietary guidelines, and safety standards while learning proper techniques and kitchen operations. Responsibilities include performing simple preparation duties, maintaining clean and sanitary work areas, and following all food safety procedures. The Food Cook Trainee may not work independently in the kitchen and must remain under the guidance and direction of either the Cook or the Supervising Cook at all times.

DISTINGUISHING CHARACTERISTICS:

The Food Cook Trainee classification is distinguished by its emphasis on learning foundational skills necessary for working in an institutional or commercial kitchen. The role focuses on assisting with basic food preparation tasks, understanding proper sanitation practices, and developing safe work habits under close supervision. Unlike the Food Cook classification, the trainee is not expected to demonstrate advanced technical cooking skills, independently plan food production, or coordinate kitchen operations. The Food Cook Trainee performs supportive duties while gaining experience and may not work independently; all tasks must be completed under the direct guidance of the Cook or Supervising Cook. The position does not include responsibility for supervising others or performing any program management or administrative functions reflected in the Food Cook role. This is a stand-alone position and, after one year of continuous employment with Inyo County, the incumbent may be reviewed for potential advancement to the Food Cook classification.

ESSENTIAL JOB DUTIES:

The following duties are typical for this classification. Incumbents may not perform all of the duties listed and/or may be required to perform additional or different duties from those set forth below to address temporary or permanent changes in business needs and/or practices.

- Assists with simple food preparation tasks while learning proper cooking techniques under direct supervision.
- Helps with basic cutting, portioning, or preparing of ingredients, including meats, poultry, fish, vegetables, and other food items, as assigned.
- Supports the preparation of salads, desserts, soups, beverages, and other meal components by performing entry-level tasks.
- Follows established recipes and instructions while developing an understanding of proper food preparation methods.

- Learns and practices kitchen sanitation standards, including cleaning and maintaining utensils, equipment, and work areas.
- Assists in maintaining clean and orderly kitchen facilities, including participating in cleaning tasks as directed by the Cook or Supervising Cook.
- Does not supervise or train others, but may observe senior staff to gain knowledge of kitchen operations.
- Learns how food production is planned and coordinated but does not independently plan or manage meal production.
- Performs other related duties as assigned, consistent with trainee-level responsibilities and always under direct supervision.

MINIMUM QUALIFICATIONS:

Education/Experience:

- High school graduate or equivalent

Licenses, Certificates, and Special Requirements:

- Must possess a valid California Food Handler Card from an ANSI/ANAB-accredited provider or obtain one within 30 days of employment.
- Must maintain a valid California Food Handler Card for the duration of employment.
- Must successfully pass pre-employment fingerprint scan (if assigned to Jail Facility).
- Must be available to work various shifts and on weekends and holidays (if assigned to Jail Facility).

The following generally describes the knowledge, skills, and abilities to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:

- Basic concepts of food preparation and kitchen operations, with the ability to learn methods used in an institutional or commercial kitchen.
- Fundamental kitchen sanitation and safety practices, with ongoing training to ensure proper food-handling techniques.
- The names and basic functions of common kitchen utensils, equipment, and work areas, with the ability to learn correct cleaning and care procedures.

Skill/Ability to:

- Perform basic food-preparation tasks and assist in cooking and serving food while learning to work with larger quantities under supervision.
- Follow instructions, recipes, and safety guidelines while developing accuracy and consistency in food preparation tasks.
- Observe and learn record-keeping practices as directed by supervising staff.
- Work cooperatively and respectfully with coworkers, supervisors, volunteers, or others encountered in the course of work.

- Perform physical tasks required in a kitchen environment, including standing and walking for extended periods and performing bending, stooping, squatting, twisting, and reaching as needed.
- Safely lift and carry items weighing up to 25 pounds frequently and occasionally over 25 pounds, with guidance and proper technique.
- Learn and improve through ongoing direction from the Cook or Supervising Cook; the trainee is not permitted to supervise others.

WORKING CONDITIONS:

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform essential job functions.

Environmental Conditions:

Most assigned work is performed in a fast-paced indoor kitchen environment with exposure to sharp objects and hot, cold, and wet conditions. Appropriate safety gear is required. Expect constant contact with others, exposure to heat and vibration from equipment, and exposure to cleaning chemical odors. Depending on assignment, driving may be required between kitchens with limited transportation alternatives. Jail cooks may be assisted by incarcerated persons under close law enforcement supervision.

Physical Demands:

Frequency does not imply essentiality.

- Constant (>62% of typical day): Standing, walking (including on slippery surfaces and at a fast pace), communicating details with others quickly and clearly and respectfully, handling (holding, light grasping), bending and twisting at the neck and waist, reaching above and below the shoulder, lifting / pushing / pulling / carrying up to 25 pounds (included heated materials), and power grasping.
- Frequent (31-62%): Exposure to chemicals, squatting, crouching, lifting / pushing / pulling / carrying 26-50 pounds, fine fingering (pinching, picking), and repeated hand movements that require dexterity and hand-eye coordination.
- Occasional (7-31%): Using sharp objects quickly, and exposure to vibration and heat.
- Infrequent (1-7%): Computer use (mouse, keyboard), climbing steps and stepstools, kneeling, exposure to seasonal extreme temperatures, and lifting / pushing / pulling / carrying 51-100 pounds, and climbing ladders and working at heights. A meat delivery is the heaviest item to be lifted and carried. Training on safe lifting will be routinely provided.
- Never/Rare (<1%): Crawling and running.

COUNTY OF INYO

Food Cook

FLSA STATUS: **Non-Exempt**

DEFINITION:

Under general supervision, the Food Cook is responsible for preparing, cooking, and serving a wide variety of foods in an institutional or commercial kitchen setting. The position ensures that meals are prepared in accordance with established recipes, dietary requirements, and safety standards. Duties include planning and coordinating food production, maintaining sanitary conditions, and supervising or training kitchen staff, volunteers or incarcerated individuals as needed.

DISTINGUISHING CHARACTERISTICS:

The Food Cook classification is distinguished by its focus on hands-on food preparation in large quantities for institutional or commercial settings, requiring both technical cooking skills and knowledge of nutrition and sanitation. The position requires skill in planning and coordinating food production, following recipes, and maintaining clean and efficient kitchen operations. While the Food Cook may assist in training or directing kitchen helpers, the role is distinguished from a Supervisor as it does not carry full responsibility for overall program management, staffing, or administrative duties.

ESSENTIAL JOB DUTIES:

The following duties are typical for this classification. Incumbents may not perform all of the duties listed and/or may be required to perform additional or different duties from those set forth below to address temporary or permanent changes in business needs and/or practices.

- Personally prepares and cooks a variety of food
- Cuts and prepares all types of meat, poultry, and fish
- Cooks and prepares vegetables, salads, desserts, soups, and beverages
- Prepares special diets as directed
- Follows recipes relative to methods of preparation
- Cleans and maintains utensils, equipment, and work areas
- Supervises and assists in the cleaning of kitchen facilities and equipment
- May supervise and/or train others in the preparation, cooking, and serving of food
- Plans food production to coordinate with meal serving hours
- Other related duties as assigned

MINIMUM QUALIFICATIONS:

Education/Experience:

- High school graduate or equivalent, and

- Ony year of experience planning and cooking meals in a professional food operation.

Six months of experience may be substituted if the candidate holds a valid Certified Food Protection Manager (CFPM) certificate from an ANSI/ANAB-accredited provider.

Licenses, Certificates, and Special Requirements:

- Must possess a valid California Food Handler Card from an ANSI/ANAB-accredited provider, or obtain one within 30 days of employment.
- Must maintain a valid California Food Handler Card for the duration of employment.
- Must successfully pass pre-employment fingerprint scan (if assigned to Jail Facility).
- Must be available to work various shifts and on weekends and holidays (if assigned to Jail Facility).

The following generally describes the knowledge, skills, and abilities to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:

- Methods and equipment used in the care, preparation, cooking, and serving of food in an institutional or commercial establishment
- Kitchen sanitation and safety measures
- The operation, cleaning, and care of utensils, equipment, and work areas

Skill/Ability to:

- Prepare, cook, and serve food in large quantities
- Keep records
- Supervise and train kitchen helpers
- Work cooperatively with those contacted in the course of work
- Ability to stand and walk, with bending, stooping, squatting, twisting, reaching
- Occasionally lift over 25 pounds, and frequently lift 10 to 25 pounds

WORKING CONDITIONS:

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform essential job functions.

Environmental Conditions:

Most assigned work is performed in a fast-paced indoor kitchen environment with exposure to sharp objects and hot, cold, and wet conditions. Appropriate safety gear is required. Expect constant contact with others, exposure to heat and vibration from equipment, and exposure to cleaning chemical odors. Depending on assignment, driving may be required between kitchens with limited transportation alternatives. Jail cooks may be assisted by incarcerated persons under close law enforcement supervision.

Physical Demands: Frequency does not imply essentiality.

- Constant (>62% of typical day): Standing, walking (including on slippery surfaces and at a fast pace), communicating details with others quickly and clearly and respectfully, handling (holding, light grasping), bending and twisting at the neck and waist, reaching above and below the shoulder, lifting / pushing / pulling / carrying up to 25 pounds (included heated materials), and power grasping.
- Frequent (31-62%): Exposure to chemicals, squatting, crouching, lifting / pushing / pulling / carrying 26-50 pounds, fine fingering (pinching, picking), and repeated hand movements that require dexterity and hand-eye coordination.
- Occasional (7-31%): Using sharp objects quickly, and exposure to vibration and heat.
- Infrequent (1-7%): Computer use (mouse, keyboard), climbing steps and stepstools, kneeling, exposure to seasonal extreme temperatures, and lifting / pushing / pulling / carrying 51-100 pounds, and climbing ladders and working at heights. A meat delivery is the heaviest item to be lifted and carried. Training on safe lifting will be routinely provided.
- Never/Rare (<1%): Crawling and running.

INYO COUNTY BOARD OF SUPERVISORS

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

DAVID FRASER
County Administrative Officer

DARCY ISRAEL
Asst. Clerk of the Board

AGENDA ITEM REQUEST FORM

May 26, 2026

Reference ID: 2026-307

Amendment No. 7 to the Agreement with H.W. Lochner for the Bishop Airport Wildlife Hazard Assessment

Public Works

ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Ashley Helms, Deputy Public Works Director - Airports	Ashley Helms, Deputy Public Works Director - Airports

RECOMMENDED ACTION:

A) Amend the Fiscal Year 2025-2026 Geothermal Royalties Budget (010406) as follows: Increase appropriation in Operating Transfer Out (Object Code 5801) by $7,000 *(4/5ths vote required);*
B) Amend the Fiscal Year 2025-2026 Wildlife Hazard Assessment Budget (630308) as follows:

- Increase estimated revenue in Operating Transfer In (Revenue Code No. 4998) by $7,000, and
- Increase appropriation in Professional Services (Object Code 5265) by $6,000, and
- Increase appropriation in External Charges (Object Code 5124) by $1,000 *(4/5ths vote required);*

C) Approve Amendment No. 7 to the agreement between the County of Inyo and H.W. Lochner of Chicago, IL, increasing the contract to an amount not to exceed $1,170,895, and authorize the Chairperson to sign; and
D) Accept the forthcoming Federal Aviation Administration grant for the Wildlife Hazard Assessment at the Bishop Airport.

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 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 Wildlife Hazard Assessment, and potential Wildlife Hazard Mitigation Plan at the Bishop Airport. In CFR 139.337(c), the FAA defines a Wildlife Hazard Assessment "as an ecological study, conducted by a Qualified Airport Wildlife Biologist. The Assessment analyzes local and transient wildlife populations, habitat, airport operations and strike data (if available) to establish a scientific basis for the development, implementation, and refinement of a [Wildlife Hazard Mitigation] Plan. Section 139.337(e) provides in part that a Plan must provide measures to alleviate or eliminate wildlife hazards to air carrier operations and, as authorized by the [FAA] Administrator, must become a part of the Airport Certification Manual (ACM). While the Assessment ultimately provides a risk

analysis of wildlife hazards and gives suggestions on how to mitigate wildlife attractants, the Plan details the agreed upon comprehensive mitigation efforts the airport actually will take." (FAA Advisory Circular 150/5200-38). Although the Bishop Airport has not has a triggering event; such as a series of wildlife strikes, a strike causing substantial damage, or the presence of wildlife in size or numbers capable of causing such events; the Safety & Standards Branch of the FAA's Western Pacific Region has requested that the County undertake an Assessment.

A categorical exclusion pursuant to the National Environmental Policy Act was approved by the FAA on 8/18/2025. The project is exempt from the California Environmental Quality Act (CEQA) under Section 15062(b)(3): "the common sense exemption that CEQA applies only to projects which have the potential for causing significant effects on the environment". The scope of this contract involves monthly biological surveys to determine if wildlife incursion on to the airfield presents a risk to aviation activities at the Airport. Should it be determined that a Wildlife Hazard Mitigation Plan (Plan) is required, CEQA review may be necessary prior to adoption of the Plan by your Board.

FISCAL IMPACT:

Funding Source	Grant Funded (Federal Aviation Administration Airport Improvement Program)	**Budget Unit**	630308 & 010406
Budgeted?	Budget amendment included with this agenda item	**Object Code**	4998, 5265 & 5801
Recurrence	One-Time Expenditure	**Sole Source?**	No

If Sole Source, provide justification below

Current Fiscal Year Impact
Up to $7,000 for the remainder of Fiscal Year 25/26 for this project - this includes $3,500 for the Independent Fee Assessment, staff time, and minor consultant costs for a kickoff meeting after the grant is received.
Future Fiscal Year Impacts
Up to $143,253, the total amendment amount, for Fiscal Year 26/27.
Additional Information

The FAA grant covers 95% of the project costs, and is anticipated in mid June; a portion of the 5% County match is included in this budget amendment.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this amendment. This is not recommended, as Lochner (formerly Armstrong) was selected as the most qualified consultant in the 2022 Request for Qualifications process. Additionally, an Independent Fee Estimate was conducted by an outside firm for the scope of work included in this amendment and Lochner's fee was found to be reasonable.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

High-Quality Services I Public Safety and Emergency Response

APPROVALS:

Ashley Helms	Created/Initiated - 05/05/2026
Darcy Israel	Approved - 05/07/2026
Ashley Helms	Approved - 05/18/2026

Breanne Nelums	Approved - 05/18/2026
Denelle Carrington	Approved - 05/18/2026
John Vallejo	Approved - 05/18/2026
Amy Shepherd	Approved - 05/19/2026
Keri Oney	Approved - 05/19/2026
Denelle Carrington	Final Approval - 05/19/2026

ATTACHMENTS:

1. Lochner Amendment No. 7
2. Armstrong Consultants Master Services Agreement
3. Armstrong Amendment No. 1
4. Armstrong Amendment No. 2
5. Lochner Amendment No. 3
6. Lochner Amendment No. 4
7. Lochner Amendment No. 5
8. Lochner Amendment No. 6

Docusign Envelope ID: 1FE34A55-BEA8-813C-839D-BDDD93C73EDA

AMENDMENT NO. 7 TO THE AGREEMENT BETWEEN COUNTY OF INYO

AND H.W. Lochner Inc

FOR THE PROVISION OF On-Call Airport Engineering & Planning Services

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 On-Call Airport Engineering & Planning Services services dated Tuesday, November 1, 2022, for the term from Tuesday, November 1, 2022to Sunday, 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:
Exhibit A to the contract, Scope of Work, shall be revised to include the addtional tasks as described in Exhibit A to this amendment, titled *Amendment 7 Scope of Work*.

Section 3: Consideration

The first sentence of Section 3, Paragraph C. "Limit upon amount payable" is amended to read as follows:

The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed $1,170,895 (hereinafter referred to as "contract limit").

Exhibit B to the contract, Schedule of Fees, shall be revised to include the fees associated with the tasks included in this Amendment, as described on page one of Exhibit A to this Amendment. The compensation for services performed under this amendment shall not exceed $143,253.

The effective date of this amendment to the Agreement is May 26, 2026.

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

Docusign Envelope ID: 1FE34A55-BEA8-813C-839D-BDDD93C73EDA

For Inyo County

Signed by:
John Vallejo
DB92A4FA96C1495...

SIGNATURE

John Vallejo

FULL NAME

5/1/2026

DATE SIGNED

County Counsel

TITLE

Signed by:
Aaron Holmberg
E921B073F8A2426...

SIGNATURE

Aaron Holmberg

FULL NAME

5/3/2026

DATE SIGNED

Risk Manager

TITLE

Signed by:
Kortni Girardin on behalf of Amy Shepherd
3094C2B4A2DB49F...

SIGNATURE

Kortni Girardin on behalf of Amy Shepherd

FULL NAME

5/4/2026

DATE SIGNED

Auditor-Controller

TITLE

SIGNATURE

Trina Orrill

FULL NAME

DATE SIGNED

Board Chairperson

TITLE

For Contractor

Signed by:
Erik Vliek
1E9709979B954E4...

SIGNATURE

Erik Vliek

FULL NAME

5/4/2026

DATE SIGNED

Aviation Business / Operations Manager

TITLE

Docusign Envelope ID: 1FE34A55-BEA8-813C-839D-BDDD93C73EDA

Exhibit A

Amendment 7 Scope of Work

Docusign Envelope ID: 1FE34A55-BEA8-813C-839D-BDDD93C73EDA

AMENDMENT 7
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN SPONSOR AND CONSULTANT,
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 in November 2022 between the COUNTY OF **INYO, CALIFORNIA (Sponsor)** and **LOCHNER** (Formerly ARMSTRONG CONSULTANTS, INC.) **(Consultant)** providing for professional engineering services. The Services of Consultant 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. **WORK PROGRAM** – Attached

Bishop Airport Wildlife Hazard Assessment and Wildlife Hazard Management Plan Fees
(All Fees Lump Sum for each Task)

Element 1	
Task 1 - Project Management:	$17,225.00
Element 2	
Task 2 – Initial Site Assessment:	$21,233.00
Task 3 – Wildlife Hazard Assessment Surveys:	$68,906.00
Task 4 – Wildlife Hazard Assessment Reporting:	$21,375.00
PROJECT SUB-TOTAL (Tasks 1-4):	**$128,739.00**
Optional Task 5 – Wildlife Hazard Management Plan:	*$14,514.00*
PROJECT TOTAL (Tasks 1-5):	**$143,253.00**

Docusign Envelope ID: 1FE34A55-BEA8-813C-839D-BDDD93C73EDA

WORK PROGRAM

ELEMENT 1

TASK 1 - PROJECT MANAGEMENT

The project management phase is intended to complete the necessary preliminary actions required to initiate the project, as well as manage the ongoing project elements in accordance with established Federal, State and Local policies and procedures.

Activities include:

1. Scoping conference with the Sponsor, FAA, to establish parameters for the project definition and budget, schedule, and needs for the overall project.

2. 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 fees. The Consultant 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, consulting fees will be calculated and provided with the final Scope of Work. The Consultant will assist the Sponsor with the submittal of a Record of Negotiations to document the fee negotiation performed for the project.

3. Prepare final Scope of Work and Contract.

4. 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 Consultant will submit the application to the Sponsor for approval and signatures.

5. Prepare requirements for the wildlife hazard assessment and Wildlife Hazard Management Plan. A qualified subconsultant will be employed to conduct the wildlife hazard assessment. Coordinate the subconsultant's work schedule with airport staff.

6. Conduct internal review of all of the deliverables described in Section II and incorporate any necessary changes prior to submittal to Sponsor and FAA.

7. Prepare and confirm monthly payment requests. Payment requests will be reviewed for accuracy with subconsultant and resident inspector. 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.

8. Participate in approximately three (3) video conference meetings with FAA ADO staff and Sponsor staff to provide updates on the progress of the project and present project findings and recommendations.

Docusign Envelope ID: 1FE34A55-BEA8-813C-839D-BDDD93C73EDA

9. Assist the Sponsor with completing all necessary grant closeout certifications and forms, including final SF425, SF271, draft grant closeout request letter.

Docusign Envelope ID: 1FE34A55-BEA8-813C-839D-BDDD93C73EDA

ELEMENT 2

CONDUCT WILDLIFE HAZARD ASSESSMENT and MANAGEMENT PLANS

Under this scope of work, SWCA Environmental Consultants (SWCA) will provide a Qualified Airport Wildlife Biologist (QAWB), as defined by Advisory Circular 150/5200-36B and a trained wildlife biologist to conduct a Wildlife Hazard Assessment (WHA) at Bishop Airport (BIH) in Bishop California. The studies will be conducted in accordance with the FAA Advisory Circular 150/5200-38 Protocol for the Conduct and Review of Wildlife Hazard Site Visits, Wildlife Hazard Assessments, and Wildlife Hazard Management Plans (AC-38). The studies will be conducted in accordance with the FAA Advisory Circular 150/5200-38 Protocol for the Conduct and Review of Wildlife Hazard Site Visits, Wildlife Hazard Assessments, and Wildlife Hazard Management Plans (AC-38).

PHASE 1. WHA METHODS

Phase 1 of this project will include SWCA's QAWB directing the implementation of the WHA surveys and reporting pursuant to 14 CFR 139.337(c).

TASK 2. INITIAL SITE ASSESSMENT

SWCA's biologists, Corina Anderson (QAWB) and Jessie Brinton-McBean (QAWB status pending) will be available to conduct a kick-off meeting and site assessment with airport staff. The focus of the meeting and site assessment will be to discuss airport management activities and past wildlife incursions, and to evaluate wildlife attractants on the airport property and a 5-mile buffer around the approach/departure airspace. SWCA will utilize high-resolution aerial photography to facilitate this task. During the initial site assessment, the biologists will establish the WHA survey points based on the locations of identified attractants and airport operations. Once the survey points are identified, SWCA will conduct the first round of wildlife surveys, and finalize the methods specific to the BIH WHA.

SWCA understands that the WHA biologist may need to obtain an Air Operations Area (AOA) Access Badge to attain driving clearance on the AOA. As part of the initial site visit, it is assumed that arrangements will be made for airport access, driving clearance on airport property, and airport provided escorts for any movement areas until the wildlife biologist has received any necessary security authorization and airfield driving/ familiarity training at BIH.

TASK 3. WILDLIFE HAZARD ASSESSMENT SURVEYS

SWCA will collect data to address the following components in the WHAs: 1) analysis of events or circumstances prompting the WHAs; 2) identification of attractants; 3) wildlife surveys; 4) description of hazards to air carrier operations; and 5) recommend actions for reducing identified wildlife hazards.

SWCA will conduct wildlife surveys at BIH monthly for 12 consecutive months. Each survey will consist of two data collection events and observing wildlife at varying times of day. The survey schedule will focus on capturing wildlife movement in the morning, afternoon, and evening hours. This will allow the surveyor to assess the wildlife hazards throughout the seasons. As recommended by the FAA, modified point-counts for all wildlife, but especially birds, will be conducted during each survey. A biologist will survey the predetermined survey points for three to five minutes to identify wildlife uses in the area. Site specific point-count data forms will be completed with an emphasis on species identification and observed activity. All survey data will be processed in a database for easy query. In addition to the point count

Docusign Envelope ID: 1FE34A55-BEA8-813C-839D-BDDD93C73EDA

surveys, SWCA will conduct nighttime spotlight surveys four times throughout the survey period to identify nocturnal animals use of the airport. SWCA will also conduct small mammal live trapping twice during the survey period, to evaluate the small mammal population on the airport property. The trapping data will provide baseline information on where small mammals are congregating within the airport property.

TASK 4. WILDLIFE HAZARD ASSESSMENT REPORTING

SWCA will provide a brief Initial Assessment Report, three brief quarterly updates, and a WHA Report. the Initial Assessment Report will be written after the initial site assessment meeting and surveys; the report will include the reason for the WHA, a brief description of the preliminary observations at the airport, status of hazardous wildlife species, and a strike data analysis. The quarterly updates will be provided in email format and will inform BIH and Consultant staff on the survey efforts and findings conducted during the previous three months. If appropriate, the quarterly updates will provide recommendations for reducing wildlife use of the AOA based on the current data.

Once all surveys are complete, SWCA will analyze the data and prepare a WHA report. The WHA report will evaluate the events that triggered the WHA by describing the airport and summarizing the strike data. The results of the surveys will be evaluated and will include an identification of wildlife species observed their numbers, locations, local movements, and daily and seasonal occurrences in the study area. Wildlife attractants on and near the airport will be identified. The WHA report will describe the identified wildlife hazards to air carrier operations and recommend actions for reducing these hazards. The draft WHA Reports will be prepared and disseminated to Lochner and BIH staff for review and comment. SWCA will incorporate the comments on the draft WHA and produce a final WHA, which will be submitted to the FAA for approval. SWCA assumes that BIH staff will submit the WHA to the FAA.

***OPTIONAL* TASK 5. WILDLIFE HAZARD MANAGEMENT PLAN (WHMP)**

In accordance with the guidance provided in AC-38, this task will only be required following FAA review of the WHA, and if the FAA determines that a WHMP is needed to alleviate or eliminate wildlife hazards to air carrier operations using the WHA as a basis. Under this optional task, SWCA will work with Lochner and BIH Staff to prepare a WHMP at the request of the Airport, that outlines the methods that the Airport will implement to address the hazards and attractants identified during the WHA.

The goal of the WHMP will be to minimize the risk to aviation safety, airport structures or equipment, or human health posed by populations of hazardous wildlife on and around the airport. At a minimum, the WHMPs will include the following elements:

- A list of the individuals having authority and responsibility for implementing each aspect of the WHMPs.
- A list prioritizing the actions identified in the WHAs and target dates for their initiation and completion.
- Wildlife population management techniques including species-specific management techniques to mitigate the identified hazards.
- Identification of resources that the airport will provide to implement the WHMP.
- Procedures to be followed during air carrier operations.

Docusign Envelope ID: 1FE34A55-BEA8-813C-839D-BDDD93C73EDA

• Provisions to conduct physical inspections of the aircraft movement areas and other areas critical to successfully manage known wildlife hazards.

• Wildlife hazard control measures

• Means of communication between wildlife control personnel and the air traffic control tower, if applicable.

• WHMPs reviews and updates

• Wildlife hazard training requirements

ASSUMPTIONS

• SWCA's QAWB will direct and oversee the WHA study and WHA preparations. A trained wildlife biologist may be used to conduct the monthly surveys.

SWCA assumes that all deliverables will be submitted electronically via email.

• SWCA has no control over client, airport, or agency review times and will not be held responsible for an extended project period that results from long review periods.

• The proposed budget assumes that WHA surveys will be conducted over 12-consecutive months. Surveys will be conducted monthly. Each survey will include two survey events conducted on consecutive days that capture morning, day, and evening survey times.

• SWCA assumes up to 8 hours of editing time to respond to up to 2 rounds of consolidated c
• omments on the WHA Draft. One round from Lochner and airport staff, and another round from the FAA.

• SWCA assumes up to 8 hours of editing time to respond to up to 2 rounds of consolidated comments on the WHMP Draft. One round from Lochner and airport staff, and another round from the FAA.

• The airports will provide SWCA staff the ability to operate a vehicle in the AOA without an escort. SWCA understands that access to the aircraft movement areas may be restricted or require an escort.

• If additional support and/or coordination is required from the Consultant on meetings with the FAA, this service can be provided at an additional cost.

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 1st day of November 2022 an order was duly made and entered as follows:

Public Works – Armstrong Consultants Master Services Agreement

Deputy Public Works Director-Airports Ashley Helms introduced the following members of the Armstrong Consultants team to the Board: Director of Planning Justin Pietz, Director of Engineering Chris Nocks, and Reno Office Manager Mike Dikun.

Public comment was made by Linda Chapman.

Moved by Supervisor Griffiths and seconded by Supervisor Pucci to approve the master services agreement between the County of Inyo and Armstrong Consultants of Grand Junction, CO for the provision of Airport Planning, Engineering and Architectural Services in an amount not to exceed $10,000 for the period of November 1, 2022 through October 31, 2027, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained. Motion carried 4-0, with Supervisor Totheroh absent.

WITNESS my hand and the seal of said Board this 1st
Day of November, 2022

NATHAN GREENBERG
Clerk of the Board of Supervisors

By: _____

Routing
CC *Purchasing* *Personnel* *Auditor* *CAO* *Other: Public Works* *DATE: November 10, 2022*

County of Inyo

Public Works

DEPARTMENTAL - ACTION REQUIRED

MEETING: November 1, 2022

FROM: Ashley Helms

SUBJECT: Airport Planning, Engineering and Architectural Services Agreement with Armstrong Consultants

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RECOMMENDED ACTION:
Request Board approve the master services agreement between the County of Inyo and Armstrong Consultants of Grand Junction, CO for the provision of Airport Planning, Engineering and Architectural Services in an amount not to exceed $10,000 for the period of November 1, 2022 through October 31, 2027, contingent upon the Board's approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

SUMMARY/JUSTIFICATION:
The Public Works Department advertised two Requests for Qualifications (RFQ) for airport consultant service on May 26, 2022. By the deadline on June 30, two Statements of Qualification (SOQ) were received for Airport Architecture and Engineering (A&E) Services, and four SOQs were received for Airport Planning Services:

- A&E
  - Armstrong Consultants, Grand Junction, CO (with an office in Reno, NV)
  - Tartaglia Engineering, Atascadero, CA
- Planning
  - Armstrong Consultants, Grand Junction, CA
  - Coffman Associates, Scottsdale, AZ
  - Dubois & King, Randolph, VT
  - Environmental Science Associates, Los Angeles, CA

The SOQs were reviewed and scored by the selection panel, and Armstrong Consultants was chosen as the most qualified firm to provide both A&E and Planning Services for the County's airports. Armstrong has extensive experience with airfield engineering and planning projects for agencies similar to Inyo County across the western US - small, but growing, commercial service airports; geographically isolated airports; and clients with multiple airports. Their proposed sub-consultants include Gensler, for terminal architectural services, who recently completed the *Multi-Functional Terminal Building Conceptual Design* for the Bishop Airport (2020); Wilson & Company, who provided architectural services for the Terminal Expansion Project last year; and local firm Eastern Sierra Engineering for geotechnical services; in addition to other well qualified subs for other specialties.

This Master Services Agreement (Agreement) includes a small initial scope and a fee not to exceed $10,000; all

future services for FAA funded projects will be added to the Agreement via amendment.

BACKGROUND/HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Your Board could choose not to award the Agreement to Armstrong Consultants. This is not recommended as they were the top scoring consultant in the RFQ process.

OTHER AGENCY INVOLVEMENT:
FAA

FINANCING:
Any costs associated with the initial scope will be paid from the Bishop Airport Operating Budget (150100), Object Code 5265 (Professional Services). Although an agreement of this size would not require the approval of your Board, the eventual Not-to-Exceed amount will very likely exceed the threshold requiring Board action - for example, past County five-year airport consulting contracts have exceeded $2,000,000. For this reason, we are requesting your Board approve the initial Master Service Agreement.

ATTACHMENTS:
1. Armstrong Airport Consultant Contract

APPROVALS:

Ashley Helms	Created/Initiated - 10/21/2022
Darcy Ellis	Approved - 10/21/2022
Ashley Helms	Approved - 10/21/2022
John Pinckney	Approved - 10/24/2022
Breanne Nelums	Approved - 10/24/2022
John Vallejo	Approved - 10/27/2022
Amy Shepherd	Approved - 10/27/2022
Michael Errante	Approved - 10/27/2022
Ashley Helms	Final Approval - 10/27/2022

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-
5) four
6) (24) months of a felony criminal violation under any Federal law and includes
7) conviction of an offense defined in a section of the U.S. code that specifically classifies
8) the offense as a felony and conviction of an offense that is classified as a felony under 18
9) U.S.C. § 3559.
10) **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.

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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:

Christie Martindale
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 occurance 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 ad 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-

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 21st day of March 2023 an order was duly made and entered as follows:

Public Works – Armstrong Consultants Agreement Amendment No. 1

Moved by Supervisor Kingsley and seconded by Supervisor Orrill to: A) Amend the Fiscal Year 2022-2023 Lone Pine/Death Valley Airport Improvement Budget (Budget 150502) as follows: 1. Increase estimated revenue in Federal Grants (Revenue Code No. 4555) by $44,496, 2. and Increase estimated revenue in Operating Transfer In (Revenue Code No. 4998) by $4,944, and 3. Increase appropriation in Construction in Progress (Object Code 5700) by $49,440 *(4/5ths vote required)*; B) Amend the Fiscal Year 2022-2023 LP/DV Airport Operating Budget (Budget 150500) by increasing appropriations in Operating Transfer Out (Object Code 5801) by $4,944 *(4/5ths vote required)*; C) Approve and ratify Amendment No. 1 to the agreement between the County of Inyo and Armstrong Consultants of Grand Junction, CO, increasing the contract to an amount not to exceed $95,700, contingent on approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained; and D) Authorize the Public Works Director to sign the forthcoming Federal Aviation Administration (FAA) grant for the Lone Pine/Death Valley Airport Taxiway A Resurfacing Project. Motion carried 4-1-0.

WITNESS my hand and the seal of said Board this 21st Day of March, 2023

NATHAN GREENBERG
Clerk of the Board of Supervisors

By: _____

Routing
CC *Purchasing* *Personnel* *Auditor* *CAO* *Other: Public Works* *DATE: March 29, 2023*

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

March 21, 2023

Reference ID:
2023-3582

Amendment No. 1 to the Agreement with Armstrong Consultants

Public Works

ACTION REQUIRED

ITEM SUBMITTED BY
Ashley Helms, Deputy Public Works Director - Airports

ITEM PRESENTED BY
Ashley Helms, Deputy Public Works Director - Airports

RECOMMENDED ACTION:

A) Amend the Fiscal Year 2022-2023 Lone Pine/Death Valley Airport Improvement Budget (Budget 150502) as follows:
1. Increase estimated revenue in Federal Grants (Revenue Code No. 4555) by $44,496, and
2. Increase estimated revenue in Operating Transfer In (Revenue Code No. 4998) by $4,944, and
3. Increase appropriation in Construction in Progress (Object Code 5700) by $49,440 *(4/5ths vote required)*;

B) Amend the Fiscal Year 2022-2023 LP/DV Airport Operating Budget (Budget 150500) by increasing appropriations in Operating Transfer Out (Object Code 5801) by $4,944 *(4/5ths vote required)*;

C) Approve and ratify Amendment No. 1 to the agreement between the County of Inyo and Armstrong Consultants of Grand Junction, CO, increasing the contract to an amount not to exceed $95,700, contingent on approval of future budgets, and authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained; and

D) Authorize the Public Works Director to sign the forthcoming Federal Aviation Administration (FAA) grant for the Lone Pine/Death Valley Airport Taxiway A Resurfacing Project.

BACKGROUND / SUMMARY / JUSTIFICATION:

On November 1, 2022, your Board awarded a five-year on-call contract for airport engineering, architecture and planning services to Armstrong Consultants of Grand Junction, CO. The Lone Pine/Death Valley Airport Resurface Taxiway A Project (Project) will be the first project carried out under this contract.

This project will include crack filling, a seal coat and new markings on Taxiway A, the parallel taxiway to Runway 16-34, and connectors. The scope of work in Amendment 1 includes the design and construction phase services.

FISCAL IMPACT:

Funding Source	Grant Funded: The upcoming FAA Airport Improvement Program Grant will fund 90%	**Budget Unit**	150502

Budgeted?	Budget amendment included in this agenda item	**Object Code**	5700
Recurrence	One-Time Expenditure		
Current Fiscal Year Impact			
$49,440 for design services			
Future Fiscal Year Impacts			
$36,260 in FY23/24 for construction phase services			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve these requests, however the Lone Pine/Death Valley Airport would lose $150,000 in federal entitlement funds this year if those funds are not used towards this project.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

FAA

ATTACHMENTS:

1. Armstrong Contract Amendment 1
2. Armstrong Consultants Master Services Agreement

APPROVALS:

Ashley Helms	Created/Initiated - 3/2/2023
Darcy Ellis	Approved - 3/6/2023
Ashley Helms	Approved - 3/14/2023
Breanne Nelums	Approved - 3/14/2023
John Vallejo	Approved - 3/14/2023
Breanne Nelums	Approved - 3/14/2023
John Pinckney	Approved - 3/14/2023
Amy Shepherd	Approved - 3/14/2023
Michael Errante	Approved - 3/14/2023
Denelle Carrington	Approved - 3/14/2023
Nate Greenberg	Final Approval - 3/16/2023

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

By: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

CONSULTANT: ARMSTRONG CONSULTANTS

By: _____

Dated: _____

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')

1. This project consists of crack sealing/repairing, applying a surface, and remarking Taxiway A and its associated connector taxiways at Lone Pine Airport. The included project sketch depicts the general layout for the project.

    1.1. Crack sealing will consist of applying a rubber asphalt crack sealant in all pavement cracks that are less than 1 ½ inches in width within the identified pavement area. Crack repair will consist of applying a crack repair mastic in all pavement cracks that are greater than 1 ½ inches, but less than 4 inches, in width within the identified pavement area. Larger cracks and defects will be repaired using a hot applied repair mastic/patch product based on manufacturer recommendations.

    1.2. Surface treatment will either consist of applying an emulsified asphalt seal coat meeting P-608 specifications per FAA AC 150/5370-10H, or applying an emulsified asphalt slurry seal surface treatment meeting P-626 specifications per FAA AC 150/5370-10H. Sand will not be applied to the P-608 treatment application. The Contractor will not be required to perform friction testing. A final decision regarding the selected surface treatment will be reached during the preliminary design for this project.

    1.3. New pavement markings will be designed meet FAA AC 150/5340-1M. Type I, Gradation A glass beads will be specified for the painted surfaces. Given the degree of deterioration and that certain existing markings do not meet FAA AC 150/5340-1M requirements, all existing markings will be removed prior to surface treatment.

    Estimated Construction Cost (Element 1) is: $125,000 to $182,000

    Estimated Construction Period is: 14 days[1]



Element 1 Pavement Areas

Note: [1] Should the Contractor exceed the specified construction period, additional construction period fees will be assessed at a rate of $2,000/day. The Sponsor may offset these fees by charging the Contractor liquidated damages in accordance with the Contract Agreement and Special Provisions developed as part of the bid documents for the project.

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.

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

CONSULTANT: ARMSTRONG CONSULTANTS

By:

Dated: 04/24/24

APPROVED AS TO FORM AND LEGALITY:

Grace Weitz
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Christie Martindale
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 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. 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

By: _____

Dated: September 10, 2024

CONSULTANT: ARMSTRONG CONSULTANTS

By: _____

Dated: Sep 3, 2024

APPROVED AS TO FORM AND LEGALITY:

Anne Weitz
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Christie Martindale
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

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. 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

By: Scott Marcellino

Dated: 02/11/2025

CONSULTANT: LOCHNER

By: Erik Vink

Dated: 01/31/2025

APPROVED AS TO FORM AND LEGALITY:

Grace Weitz
Grace Weitz (Jan 31, 2025 10:30 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

RUNWAY 12/30 SAFETY AREA IMPROVEMENTS (DESIGN, BID, & CONSTRUCT)

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 Runway 12/30 Safety Area Improvements (Design, Bid, & Construct), as further described in the attached proposal, dated January 30, 2025, from H.W.Lochner, Inc.

Amendment #4

ATTACHMENT TO

PROFESSIONAL SERVICES AGREEMENT

BETWEEN SPONSOR AND ENGINEER,

DATED JANUARY 30, 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 the **COUNTY OF INYO, CALIFORNIA (Sponsor)** and **LOCHNER (Engineer)** for providing 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** – Eastern Sierra Regional Airport / Bishop Airport, Bishop, California

3. **WORK PROGRAM** – Attached

   Element 1 – *Runway 12/30 End RSA Improvements (Design, Bid, & Construct)*

4. **FEES** – The fees will be as noted below. (All lump sums except Construction Observation)

Elements 1 – Project Development & Administration	$17,000.00
Elements 1 – Design	
Preliminary Design	$42,230.00
Final Design	$39,390.00
Elements 1 – Bidding Services	$7,150.00
Elements 1 – Construction Period Services	
Construction Administration Services (Lump Sum)	$24,690.00
Construction Observation Services (Cost)[1]	$60,350.00
Construction Observation Services (Fixed Fee)	$12,070.00
Elements 1 – Project Closeout	$5,940.00
Elements 1 – Special Services	
DBE Program Assistance	$6,320.00
Topographical/Land Survey	$22,000.00
Engineering Total	**$237,140.00**

1) Total includes estimated Construction Inspection fees listed on rate sheet

5. **ATTACHMENTS** – Required Contract Provisions for A/E Contracts Under Airport Improvement Program, which are attached to the main contract.

CONSTRUCTION INSPECTION SERVICES RATE SHEET (subject to calendar year adjustments):

Assumed Construction Period: **30 calendar days**

V. B. CONSTRUCTION OBSERVATION SERVICES (ELEMENT 1)

Item No.		Principal	Project Manager I	Sr Drafter / Designer	Design Engineer	RPR (CA)	RPR (CA) (OT)	Project Coordinator	Total	Cost
	CONSTRUCTION OBSERVATION	$293.96	$237.44	$210.48	$183.53	$191.31	$223.48	$137.39	Hours	Summary
1	Provide Full-time RPR or Provide Part-time RPR					171	86		257	$51,933.71
2	Prepare and Submit Weekly Inspection Reports		4			8			12	$2,480.24
3	Conduct Final Inspection		2			2			4	$857.50
	Estimated Total Man-hours	**0**	**6**	**0**	**0**	**181**	**86**	**0**	**273**	
	Summary Costs	**$0.00**	**$1,424.64**	**$0.00**	**$0.00**	**$34,627.11**	**$19,219.70**	**$0.00**		**$55,271.45**
	Contract Construction Days	**30**								
	Reimbursables									
	Meals and Incidental Expenses Per Diem					30		30 Days	$59.00	$1,770.00
	Lodging Per Diem					30		30 Days	$107.00	$3,210.00
	Rental Car							0 Days	$150.00	$0.00
	Mileage							0 Miles	$0.670	$0.00
	Airfare							0 Trips	$1,250.00	$0.00
	On-site Cell Phone and Internet Costs					1		1 Months	$100.00	$100.00
	Misc Expenses							$ -	Actual Cost	$0.00
									TOTAL ESTIMATED Direct Expenses	$55,271.45
									TOTAL ESTIMATED Reimbursable Expenses	$5,080.00
									TOTAL ESTIMATED Construction Observation (Cost)	$60,351.45
									use	$60,350.00
									Construction Observation (Fixed Fee):	$12,070.00

ELEMENT #1 RUNWAY 12/30 END RSA IMPROVEMENTS *(DESIGN, BID, & CONSTRUCT)*

1. A Runway Safety Area inventory (RSAI) was conducted to identify deficiencies within the RSA of Runway 12/30, specifically at each runway end. The RSA Inventory identified several acres and segments of perimeter fence out of compliance. This project will develop a design for a variety of corrective actions aimed at ensuring the RSA grading to be compliant with FAA design guidance. Coordination with external entities is anticipated for environmental compliance. The included project sketch depicts the general layout for the project.

    1.1. Based on the approved Airport Layout Plan, the Runway Design Code (RDC) for this project is C-II-5000, which has an RSA width of 500 feet and the RSA extends 1,000 feet beyond the runway ends.

    1.2. Work is anticipated to include multiple types of corrective actions, which may include, but not be limited to: surface grading to fill in any identified depressions and correct any nonstandard surface gradients, removing segments of the existing perimeter fence within the RSA and reconstructing those segments outside of the object free area. Estimate quantities at each runway end are below:

        1.2.1. Runway 12: Install 2127 LF of perimeter fence, remove 1597 LF of existing fence (obstruction in RSA and ROFA), grade and compact approximately 12 acres within the RSA.

        1.2.2. Runway 30: Install 3,178 LF of perimeter fence, remove 2019 LF of existing fence (obstruction in RSA and ROFA), fill, grade and compact approximately 11 acres within the RSA.

    1.3. A topographical land survey will be conducted for this project. A grading plan will be developed to correct any identified deficiencies in the runway safety area. This project will not evaluate the surface gradients of the pavement surfaces as that is outside of the intended scope of this project.

    1.4. This project will not impact any of the airfield lighting components nor airfield pavement, instead these will be protected during construction and will remain in their current condition.

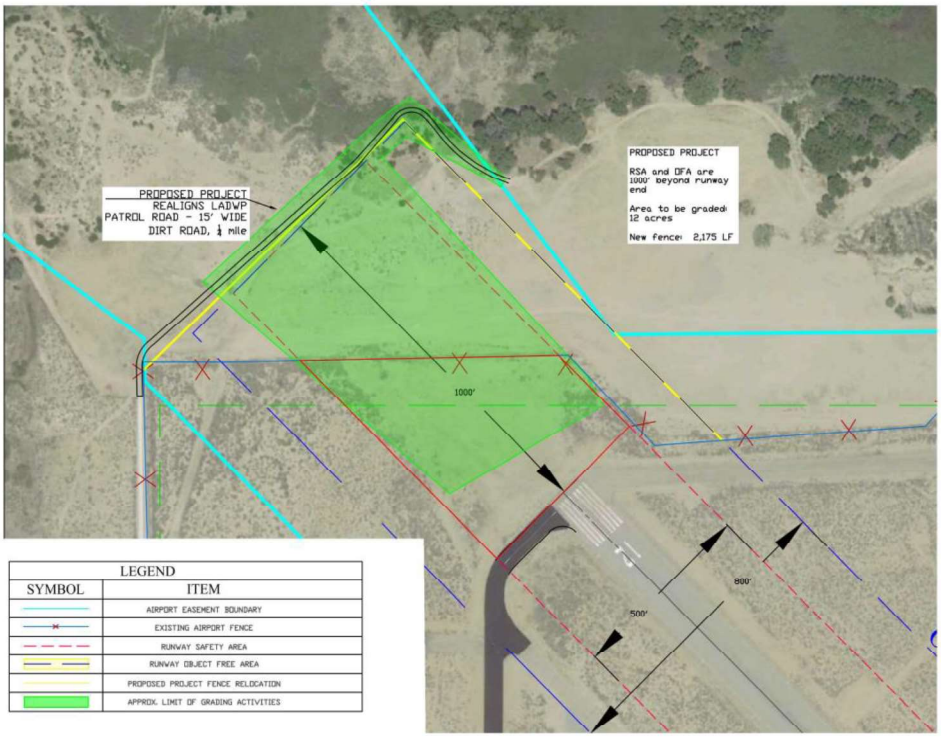
    Estimated Construction Cost (Element 1) is: $2,700,000

    Estimated Construction Period (Element 1) is: **30 calendar days[1]**

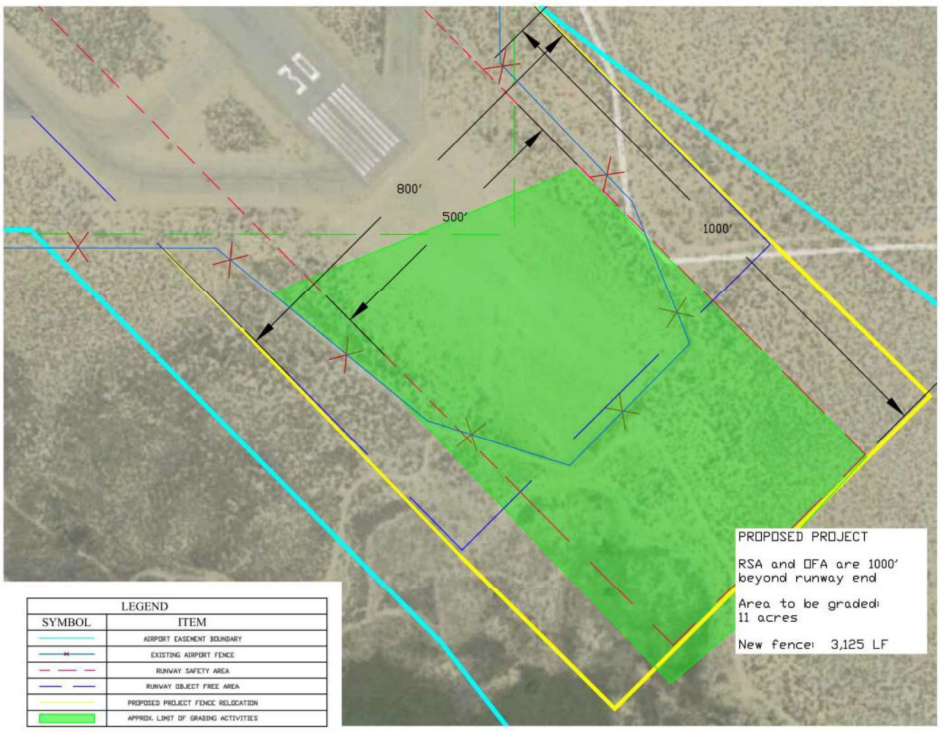
    [1]Note: Should the Contractor exceed the specified construction period, additional construction period fees will be assessed at a rate of $3,500/day. The Sponsor may offset these fees by charging the Contractor liquidated damages in accordance with the Contract Agreement and Special Provisions developed as part of the bid documents for the project.

PROJECT SKETCH

Runway 12



Runway 30



I. PROJECT DEVELOPMENT

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 surveyHH.

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 survey.

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.

13. Coordination with local, state, and federal agencies pertaining to environmental permitting, mitigation, and how this informs design development.

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 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.

3. 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 3D contour model and prepare and process data for spot elevations, grading, drainage and pavement cross sections.

4. Review and evaluate project layout.
   a. Verify existing ALP dimensions and data.
   b. Review available record drawings of the project site.

5. Evaluate local conditions:
   a. Inventory local material suppliers, sources and capabilities.
   b. Evaluate surface and subsurface drainage conditions/requirements.
   c. Conduct one (1) design site visit by the Project Manager and Design Engineer for familiarity with the site.

6. 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	2

d	Plan, Profile and Grading Plan	2
e	Typical Sections and Details	2
f	Cross Sections (100 ft Stations)	5
g	Construction Safety and Phasing Plan	2
	ESTIMATED TOTAL SHEET COUNT	**15**

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. The 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 may include the following items:

   Item C-102 Temporary Air and Water Pollution, Soil Erosion, and Siltation Control
   Item C-105 Mobilization
   Item P-152 Excavation, Subgrade, and Embankment
   Item P-610 Concrete for Miscellaneous Structures
   Item F-161 Wire Fence with Steel Posts
   Item T-901 Seeding
   Item T-908 Mulching

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. 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 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 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. 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 Lochner. The Sponsor, State, 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 on-site by the Project Manager and Engineer.

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. CONSTRUCTION PERIOD 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:

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 a digital copy of the Contract Documents, Specifications, and Construction Plans. Provide Contractor with a digital copy 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. Conduct pre-construction conference. The pre-construction conference will be held videoconference, and will be attended by the Project Manager and Resident Project Representative (RPR).

5. Identify local survey control points used for project design and layout. Engineering staff will assist, as necessary, the RPR 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.

6. Provide technical assistance and recommendations to the Sponsor 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, RPR and Owner for project updates, questions, and instruction.

7. Construction Site Visits. This item includes one (1) trip for Element 1 to the job site for on-site clarification by the Project Manager.

8. Prepare change orders and supplemental agreements, if required, including appropriate cost/price analyses. All coordination of change orders will be provided by the Engineer.

9. Review and certify monthly Contractor payment requests. Pay requests will be reviewed for accuracy with the Contractor and RPR.

B. Construction Observation Services

1. Provide a 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 (RPR) to monitor and document construction progress, 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.

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. The final inspection will be held on-site and will be attended by the Project Manager and 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. Prepare Summary of Tests report to document the acceptance testing performed on the project.

2. Assist the Sponsor with completing all necessary grant closeout certifications and forms, including final SF425, SF271, draft grant closeout request letter.

3. Update Airport Layout Plan, Sheet 1, to reflect as-built conditions.

4. Prepare record drawings, indicating changes made to the design during construction. The FAA, State, and Sponsor will each receive drawings in pdf format. AutoCAD files can be provided upon request.

5. 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:

Subconsultant Services

1. Topographical/Land Survey

In-House Services

1. Assist the Sponsor with the Disadvantage Business Enterprise (DBE) Program.

    a. Support of Development the Sponsor's DBE Program:

        i. Coordinate with the Sponsor to assign or confirm the DBE Liaison and Reconsideration officials.

        ii. Assist the Sponsor's DBE Liaison with gaining access to the FAA Connect website.

        iii. Develop the DBE Policy Statement.

        iv. Identify DBE financial institutions in the county and state area.

        v. Develop the Small Business Element and associated proposal forms.

        vi. Identify and develop proper monitoring and enforcement mechanisms in compliance with applicable laws and regulations.

        vii. Identify and establish mechanisms for ensuring compliance with Prompt Payment Laws and Regulations.

        viii. Verify the Sponsor's membership in the State UCP or assist them in obtaining membership if required.

        ix. Prepare DBE program documentation in accordance with the established guidelines.

        x. Coordinate with the FAA and make necessary adjustments as needed.

        xi. Finalize the DBE Plan and submit the required documents for approval via the FAA Civil Rights Connect website.

        xii. Assist the Sponsor in ensuring compliance with record-keeping requirements as outlined in USDOT 49 CFR Part 26.

        xiii. Provide the sponsor with a Civil Rights website link to ensure FAA compliance with the Sponsor's Civil Rights Programs.

        xiv. Oversee the implementation, maintenance, and ongoing support of the program.

    b. Triennial Goal Methodology:

        i. Develop the Sponsor's Overall Goal Calculation for Triennial DBE Goals:

        ii. Research the applicable market area, including reviewing current State DOT-certified DBE listings.

iii. Analyze the availability of potential contractors compared to all contractors in the market area using US Census data.

iv. Utilize the preliminary cost estimate from the Project Development phase to identify potential DBE work items, breaking down the percentage of work by NAICS codes.

v. Determine if the goal should be race/gender neutral (RN) or race/gender-conscious (RC), or a combination of both, based on available disparity studies and past project history.

vi. Adjust goal calculations as needed and establish specific steps and milestones to address any identified issues to ensure compliance.

vii. Conduct Public Consultation with Stakeholders:

viii. Organize a meeting with minority, women's, and general contractor groups, community organizations, and other relevant stakeholders.

ix. Gather input on the availability of disadvantaged and non-disadvantaged businesses.

x. Assist the Sponsor in Submitting DBE Goals to the FAA Civil Rights Office.

xi. Ensure Compliance with USDOT 49 CFR Part 26:

xii. Assist the Sponsor in meeting all record-keeping and compliance requirements as outlined in USDOT 49 CFR Part 26.

xiii. Update and Maintain the Sponsor's Civil Rights Programs Website:

xiv. Ensure the website includes the DBE Goal Public Notice and posts the triennial goals in compliance with regulations.

xv. Complete Annual DBE Utilization Reporting:

xvi. Prepare and submit the fiscal year DBE utilization report to the FAA Civil Rights Connect Website.

xvii. Include detailed information on all awarded, ongoing, or closed grants, with a breakdown of prime, subcontract, and DBE contract numbers.

AGREEMENT BETWEEN THE COUNTY OF INYO AND
H.W. LOCHNER, INC
FOR THE PROVISION OF ON-CALL AIRPORT ENGINEERING, ARCHITECTURE AND PLANNING SERVICES

RUNWAY 12/30 SAFETY AREA IMPROVEMENTS (DESIGN, BID, & CONSTRUCT)

TERM:
FROM: November 1, 2022 **TO:** October 31, 2027

SCHEDULE OF FEES

The compensation for the Scope of Work described in Attachment A-4 shall be at the rates shown on page one of the Lochner proposal included in Attachment A-4, dated 1/30/2025, which include both lump sums and cost-plus-fixed-fee work items, and shall not exceed $237,140.

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 25th DAY OF February, 2025.

COUNTY OF INYO

By: Scotte Marcellino

Dated: 02/25/2025

CONSULTANT: H.W. Lochner, Inc.

By: Erik Vink

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

_____
Sponsor Signature Authority

ENGINEER:
LOCHNER

_____
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.

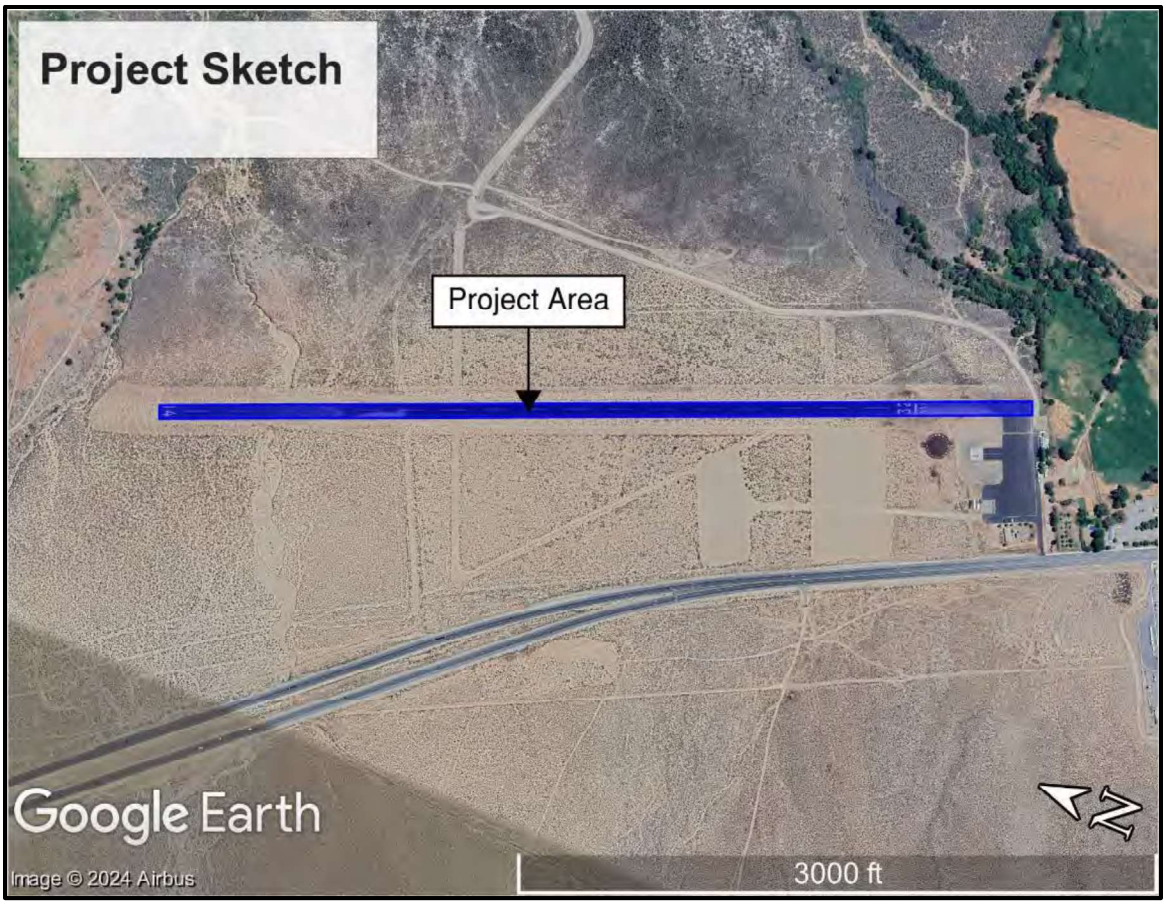
    1.3. New pavement markings will be designed to meet FAA AC 150/5340-1M. Type I, Gradation A glass beads will be specified for the painted surfaces. No striated markings will be used.

    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


Project Sketch
Project Area
Google Earth
Image © 2024 Airbus
3000 ft
N

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:
    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
    m. 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 hereinto 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:		CLIENT:	
PRINT	Dean Neubauer, P.L.S., Agent	PRINT	Erik Vliek
SIGN	Dean Neubauer	SIGN	Erik Vliek
TITLE	Group Manager	TITLE	Business / Operations Manager
DATE	02/05/2025	DATE	02/05/25

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.

LUMOS & ASSOCIATES

Boise • Carson City • El Dorado Hills • Fallon • Lake Tahoe • Reno www.LumosInc.com

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.

Erik Vliek
Approved by
Erik Vliek
Business/Operations Manager
02/05/25

Lochner

715 Horizon Drive, Suite 225
Grand Junction, CO 81506
CAD_Armstrong@hwlochner.com
www.hwlochner.com

Independence Airport (2O7)
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.

Lochner

715 Horizon Drive, Suite 225
Grand Junction, CO 81506
CAD_Armstrong@hwlochner.com
www.hwlochner.com

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.

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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).

Lochner

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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.

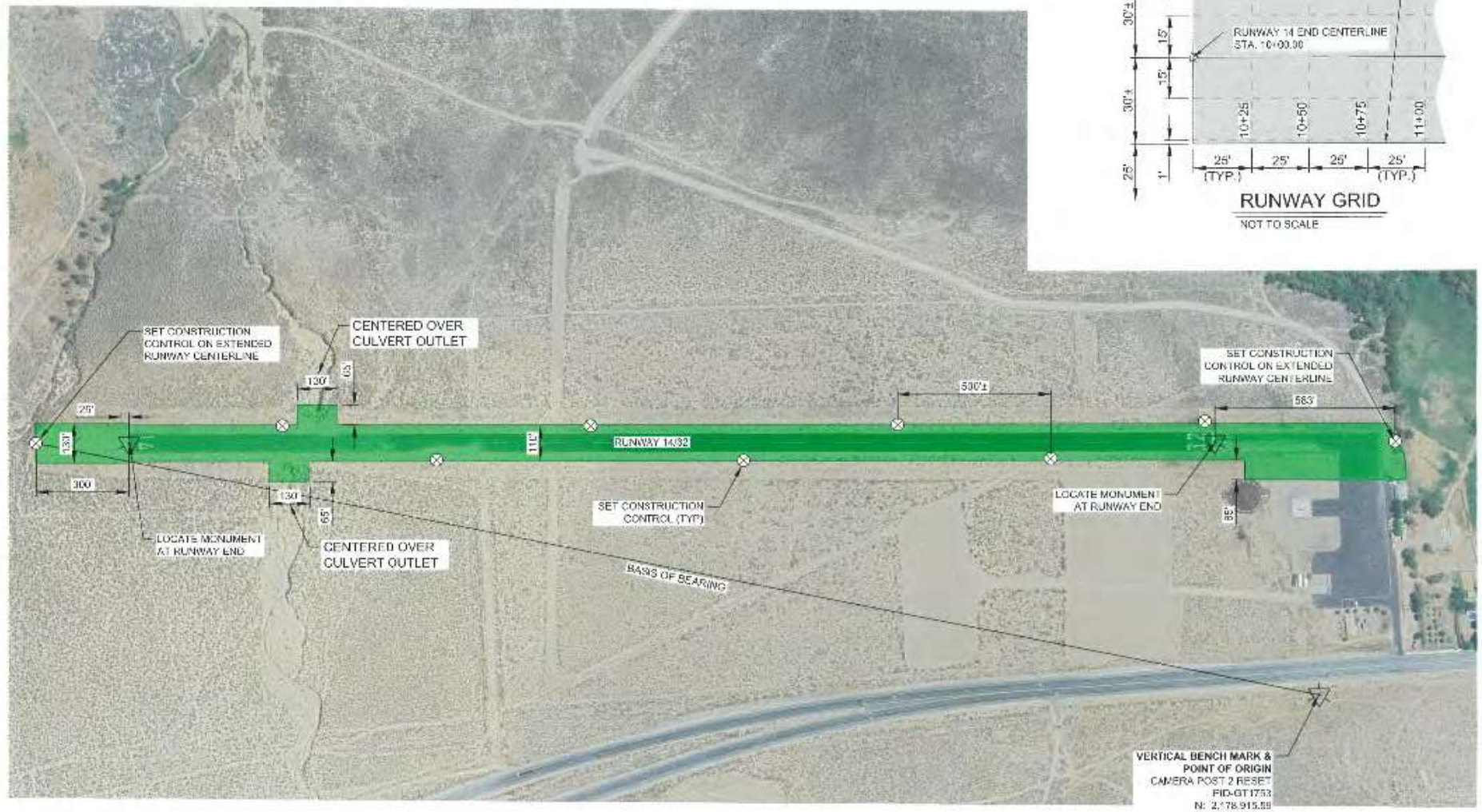
Copies of Liability Insurance:

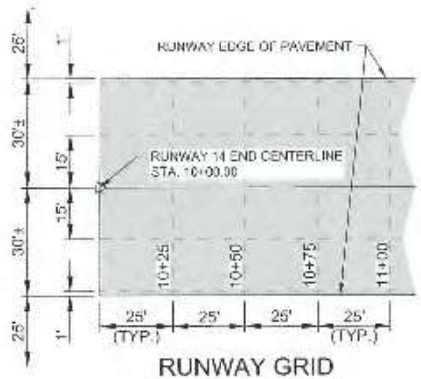
Submit copies of General and Professional Liability Insurance and copies of Workmen's Compensation Insurance. Minimum limits of Professional Liability Insurance are $1,000,000 per occurrence and in the aggregate annually to protect against claims resulting from alleged professional errors and omissions.

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:

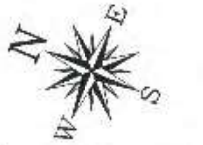
https://www.faa.gov/regulations_policies/advisory_circulars/





RUNWAY GRID

NOT TO SCALE



SCALE IN FEET

LEGEND

TOPOGRAPHIC SURVEY AREA LIMITS 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 (2O7)

Independence, California

Survey Sketch

Lochner

EASTERN SIERRA ENGINEERING
CIVIL ENGINEERING & CONSTRUCTION SERVICES

main: 775.828.7220
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4515 Towne Drive
Reno, NV 89521-9696
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February 7, 2025

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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:

Task Description	Fee
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: Erik Vliek
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 wave 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.

Armstrong Amendment 5

Final Audit Report 2025-02-14

Created:	2025-02-13
By:	Ashley Helms (ahelms@inyocounty.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAKGYUcLH0fSSGIW3Vf4c7ZqWTaqC0DsgW

"Armstrong Amendment 5" History

Document created by Ashley Helms (ahelms@inyocounty.us)
2025-02-13 - 11:47:42 PM GMT

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Email viewed by Denelle Carrington (dcarrington@inyocounty.us)
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Document approved by Denelle Carrington (dcarrington@inyocounty.us)
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Document emailed to Heather Williams (hwilliams@inyocounty.us) for signature
2025-02-14 - 0:13:38 AM GMT

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Signature Date: 2025-02-14 - 7:56:34 PM GMT - Time Source: server

Agreement completed.
2025-02-14 - 7:56:34 PM GMT

Armstrong Amendment 5 - signed

Final Audit Report 2025-02-14

Created:	2025-02-14
By:	Ashley Helms (ahelms@inyocounty.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAArkYD28fmiojo7oiTziKsZ3aQjT2-7vuX

"Armstrong Amendment 5 - signed" History

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Document e-signed by Erik Vliek (evliek@hwlochner.com)
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Agreement completed.
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AMENDMENT NO. 6 TO THE AGREEMENT BETWEEN COUNTY OF INYO

AND H.W. Lochner Inc

FOR THE PROVISION OF On-Call Airport Engineering & Planning Services

Construct ARFF/SRE Building (Design)

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 On-Call Airport Engineering & Planning Services services dated Tuesday, November 1, 2022, for the term from Tuesday, November 1, 2022to Sunday, 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:
Attachment A to the Contract, Scope of Work, shall be revised to include the additional tasks required for the Construct ARFF/SRE Building (Design) as described Exhibit A of this amendment,

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 million, twenty seven thousand, six hundred and forty two dollars ($1,027,642) (hereinafter referred to as "Contract limit").

The Consultant's fee for the scope of work described in Exhibit A to this amendment shall not exceed $313,390 .

Section 22: Defense and Indemnification is amended as follows:

Pursuant to the full language of California Civil Code §2782, design professional agrees to indemnify, including the cost to defend, Inyo County and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of design professional 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 Inyo County; and does not apply to any passive negligence of Inyo County unless caused at least in part by the design professional. Inyo County agrees that in no event shall the cost to defend charged to the design professional exceed that professional's proportionate percentage of fault. This duty to indemnify shall not be waived or modified by contractual agreement or acts of the parties.

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The effective date of this amendment to the Agreement is March 31, 2026.

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

For Inyo County

Signed by:
John Vallejo
DB92A4FA98C1496...
SIGNATURE

John Vallejo
FULL NAME

3/19/2026
DATE SIGNED

County Counsel
TITLE

Signed by:
Denelle Carrington
0A9F21F7E9A3473...
SIGNATURE

Denelle Carrington
FULL NAME

3/23/2026
DATE SIGNED

Assistant CAO
TITLE

Signed by:
Armand Pigeon on behalf of Amy Shepherd
3094C2B4A2DB49F...
SIGNATURE

Armand Pigeon on behalf of Amy Shepherd
FULL NAME

3/23/2026
DATE SIGNED

Auditor-Controller
TITLE

Signed by:
E731DF73E0AB45F...
SIGNATURE

Trina Orrill
FULL NAME

3/31/2026
DATE SIGNED

Board Chairperson
TITLE

For Contractor

Signed by:
Erik Vliek
1E9709979B954E4...
SIGNATURE

Erik Vliek
FULL NAME

3/23/2026
DATE SIGNED

Aviation Business / Operations Manager
TITLE

Docusign Envelope ID: DDFD36B5-B132-4115-B3F5-E78111E31CDA

Exhibits List

A - BIH ARFF-SRE Bldg SOW 250507

Docusign Envelope ID: DDFD36B5-B132-4115-B3F5-E78111E31CDA

Exhibit A

BIH ARFF-SRE Bldg SOW 250507

AMENDMENT # ____
ATTACHMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN SPONSOR AND ENGINEER,
DATED _____, 2025

FURTHER DESCRIPTION OF SERVICES OF ENGINEER

1. This Attachment is made a part of and incorporated by reference into the Professional Services Agreement effective 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** – Eastern Sierra Regional Airport/Bishop Airport, Bishop, California

3. **WORK PROGRAM** – Attached

   Element 1 – *Construct ARFF/SRE Building (Design)*

4. **FEES** - The fees will be as noted below. (All lump sums)

Element 1 – Project Development & Administration	$20,580.00
Element 1 – Design	
Preliminary Design	$6,220.00
Final Design	$10,190.00
Element 1 – Project Closeout	$1,400.00
Element 1 – Special Services	
Categorical Exclusion Form	$4,140.00
DBE Program Assistance	$3,160.00
Topographical/Land Survey	$24,200.00
Geotechnical Investigation	$36,100.00
Architectural Design (Civil, Structural, MEP)	$182,400.00
Engineering Total	**$313,390.00**

5. **ATTACHMENTS** - Required Contract Provisions for A/E Contracts Under Airport Improvement Program

SPONSOR:
COUNTY OF INYO

_____

ENGINEER:
ARMSTRONG CONSULTANTS, INC.

_____
Erik Vliek, Business Manager

ELEMENT #1 ***CONSTRUCT ARFF/SRE BUILDING (Design)***

1. This project includes the design associated with a new Aircraft Rescue and Firefighting (ARFF) and Snow Removal Equipment (SRE) storage building (approximately 80 feet by 80 feet). The included project sketch depicts the general layout for the project.

1.1. The building shall be a pre-engineered metal building (PEMB).

1.2. Project delivery will consist of:
- 1.2.1. Design (this project)
- 1.2.2. Competitive bidding (not in project)
- 1.2.3. Award and Delegated Design for the PEMB (not in project)
- 1.2.4. Construction Services (not in project)

1.3. The building will be completed in accordance with the adopted building codes for Inyo County, California and based on guidance provided by FAA Advisory Circulars 150/5210-15A (Aircraft Rescue and Firefighting Station Building Design) and 150/5220-18A (Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials). It is anticipated that the building will be approximately 80 feet by 80 feet, and the final size will be confirmed based on a space allocation analysis performed as part of the design.

1.4. The exterior of the building will consist of metal siding with minimal architectural aesthetic elements. Gutters and downspouts will be included in the design. Metal edging will be included around the exterior perimeter of the building. It is anticipated that at least two personnel doors and three large overhead doors with one bay being a drive through will be incorporated into the design. The building will be constructed within an existing asphalt-paved area, and new asphalt pavement will be constructed up to the exterior edge of the building. A designated drive aisle and hose connection for equipment cleaning on the exterior of the building will be included and options for hot water will be evaluated.

1.5. The interior of the building will include interior metal paneling to a height of 8 feet to protect the building insulation and allow for easier facility cleaning. An in-slab trench drain connected to an exterior oil/water separator will be installed and connected to existing drainage. High bay lighting, electrical outlets, heater, and evaporative cooling will be installed in the equipment storage area. The concrete floor will consist of a troweled, smooth finish. Interior spaces will include a separately heated and cooled office, a single ADA restroom with shower, locker room for 8 (minimum) full gear cabinets, and a mechanical/storage room. The office, locker room and restroom will include finished sheet rock walls and commercial vinyl flooring. Options for evacuating vehicular exhaust will be analyzed.

1.6. Architectural Consultant scope will be:
- 1.6.1.Civil Engineering
  - 1.6.1.1. Site utilities
  - 1.6.1.2. Building pad

1.6.1.3. Grading and drainage
1.6.1.4. Exterior site improvements within 10 feet of the building
1.6.2. Building design
1.6.2.1. Architecture
1.6.2.2. Structural engineering
1.6.2.2.1. Preliminary foundation design for delegated PEMB design and submittal
1.6.2.3. Mechanical Engineering (and plumbing)
1.6.2.4. Electrical engineering

1.7. Fire suppression will be coordinated and employed through the Architect during the Construction Administration phase. It is assumed to be a deferred submittal.

1.8. The PEMB will be a deferred submittal in the Construction Administration phase.

1.9. Armstrong Consultant scope will be:

1.9.1. A geotechnical investigation will be completed as part of the preliminary design that will provide recommendations for the foundation design.

1.9.2. A site topographical survey will be performed and will assist with utility location and help identify conflicts in the vicinity of the proposed building location.

Estimated Construction Cost (Element 1) is: $2,900,000

Estimated Construction Period (Element 1) is: 160 days



PROJECT SKETCH

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 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 investigations.

2. 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 and State input.

3. 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.

4. 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 survey, geotechnical investigation, and architectural design.

5. Prepare appropriate documents and assist the Sponsor with obtaining an Independent Fee Review based on the approved detailed Scope of Work.

6. 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.

7. 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.

8. Prepare Preliminary FAA Grant Application and submit to Sponsor for signature and submittal. 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

9. 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 and the State process.

10. Project Management and Administration. Project management and administration includes coordination between Engineer staff, Sponsor, State, 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, State, 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 State and FAA.
    d. Perform the business aspects of the project.
    e. Perform the grant administration for the project.

11. 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 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 critical information to be used in the building foundation design.

6. 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. 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.

2. Conduct final review of design documents.

IV. 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.

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) Program.
   a. Create Sponsor's overall Goal Calculation for triennial DBE goals. This includes holding a Public consultation meeting with stakeholders. Researching the applicable market area broken into zip codes. Researching the current State DOT market area certified DBE listings of potential contractors' availability compared to the availability of all market area Contractors using US Census Data. Use the preliminary cost estimate, developed during the Project Development phase, to determine potential DBE work items (breaking down % of work items into NAICS Codes). Determine whether the goal should be race/gender neutral (RN), race/gender conscious (RC) or what % of each by consideration of available disparity studies conducted in the State and past project history to determine if obtained goal calculations should be adjusted or if need to establish specific steps and milestones to correct any identified issues to keep the Airport in compliance.
   b. Assist the Sponsor in submitting these items 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 Connect 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 with DBE Goal Public Notice, and posting Triennial Goals.
   f. Coordinate the Sponsor's DBE plan requirements and goals through design.
   g. 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.
   h. Monitor DBE usage and document final utilization.

Subconsultant Services

1. Topographical/Land survey

2. Geotechnical Investigation

3. Architectural (Civil, structural, MEP)

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AMENDMENT # ____
ATTACHMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN SPONSOR AND ENGINEER,
DATED _____, 2025

FURTHER DESCRIPTION OF SERVICES OF ENGINEER

1. This Attachment is made a part of and incorporated by reference into the Professional Services Agreement effective 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** – Eastern Sierra Regional Airport/Bishop Airport, Bishop, California

3. **WORK PROGRAM** – Attached

   Element 1 – *Construct ARFF/SRE Building (Design)*

4. **FEES** - The fees will be as noted below. (All lump sums)

Element 1 – Project Development & Administration	$20,580.00
Element 1 – Design	
Preliminary Design	$6,220.00
Final Design	$10,190.00
Element 1 – Project Closeout	$1,400.00
Element 1 – Special Services	
Categorical Exclusion Form	$4,140.00
DBE Program Assistance	$3,160.00
Topographical/Land Survey	$24,200.00
Geotechnical Investigation	$36,100.00
Architectural Design (Civil, Structural, MEP)	$182,400.00
Engineering Total	**$313,390.00**

5. **ATTACHMENTS** - Required Contract Provisions for A/E Contracts Under Airport Improvement Program

SPONSOR:
COUNTY OF INYO

_____

ENGINEER:
ARMSTRONG CONSULTANTS, INC.

_____
Erik Vliek, Business Manager

Docusign Envelope ID: DDFD36B5-B132-4115-B3F5-E78111E31CDA

SCOPE OF WORK
BISHOP AIRPORT
AIP NO. 3-06-0024-0XX-2025

ELEMENT #1 ***CONSTRUCT ARFF/SRE BUILDING (Design)***

1. This project includes the design associated with a new Aircraft Rescue and Firefighting (ARFF) and Snow Removal Equipment (SRE) storage building (approximately 80 feet by 80 feet). The included project sketch depicts the general layout for the project.

1.1. The building shall be a pre-engineered metal building (PEMB).

1.2. Project delivery will consist of:
- 1.2.1. Design (this project)
- 1.2.2. Competitive bidding (not in project)
- 1.2.3. Award and Delegated Design for the PEMB (not in project)
- 1.2.4. Construction Services (not in project)

1.3. The building will be completed in accordance with the adopted building codes for Inyo County, California and based on guidance provided by FAA Advisory Circulars 150/5210-15A (Aircraft Rescue and Firefighting Station Building Design) and 150/5220-18A (Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials). It is anticipated that the building will be approximately 80 feet by 80 feet, and the final size will be confirmed based on a space allocation analysis performed as part of the design.

1.4. The exterior of the building will consist of metal siding with minimal architectural aesthetic elements. Gutters and downspouts will be included in the design. Metal edging will be included around the exterior perimeter of the building. It is anticipated that at least two personnel doors and three large overhead doors with one bay being a drive through will be incorporated into the design. The building will be constructed within an existing asphalt-paved area, and new asphalt pavement will be constructed up to the exterior edge of the building. A designated drive aisle and hose connection for equipment cleaning on the exterior of the building will be included and options for hot water will be evaluated.

1.5. The interior of the building will include interior metal paneling to a height of 8 feet to protect the building insulation and allow for easier facility cleaning. An in-slab trench drain connected to an exterior oil/water separator will be installed and connected to existing drainage. High bay lighting, electrical outlets, heater, and evaporative cooling will be installed in the equipment storage area. The concrete floor will consist of a troweled, smooth finish. Interior spaces will include a separately heated and cooled office, a single ADA restroom with shower, locker room for 8 (minimum) full gear cabinets, and a mechanical/storage room. The office, locker room and restroom will include finished sheet rock walls and commercial vinyl flooring. Options for evacuating vehicular exhaust will be analyzed.

1.6. Architectural Consultant scope will be:
- 1.6.1.Civil Engineering
  - 1.6.1.1. Site utilities
  - 1.6.1.2. Building pad

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1.6.1.3. Grading and drainage
1.6.1.4. Exterior site improvements within 10 feet of the building
1.6.2. Building design
1.6.2.1. Architecture
1.6.2.2. Structural engineering
1.6.2.2.1. Preliminary foundation design for delegated PEMB design and submittal
1.6.2.3. Mechanical Engineering (and plumbing)
1.6.2.4. Electrical engineering

1.7. Fire suppression will be coordinated and employed through the Architect during the Construction Administration phase. It is assumed to be a deferred submittal.

1.8. The PEMB will be a deferred submittal in the Construction Administration phase.

1.9. Armstrong Consultant scope will be:

1.9.1. A geotechnical investigation will be completed as part of the preliminary design that will provide recommendations for the foundation design.

1.9.2. A site topographical survey will be performed and will assist with utility location and help identify conflicts in the vicinity of the proposed building location.

Estimated Construction Cost (Element 1) is:	$2,900,000
Estimated Construction Period (Element 1) is:	160 days



PROJECT SKETCH

Docusign Envelope ID: DDFD36B5-B132-4115-B3F5-E78111E31CDA

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 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 investigations.

2. 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 and State input.

3. 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.

4. 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 survey, geotechnical investigation, and architectural design.

5. Prepare appropriate documents and assist the Sponsor with obtaining an Independent Fee Review based on the approved detailed Scope of Work.

6. 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.

7. 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.

8. Prepare Preliminary FAA Grant Application and submit to Sponsor for signature and submittal. Application packet will include the following:
    a. Prepare Preliminary Grant Application Checklist
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l. Sponsor Certification for Disclosure of Potential Conflicts of Interest
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   b. Assist the Sponsor in submitting these items 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 Connect 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 with DBE Goal Public Notice, and posting Triennial Goals.
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   h. Monitor DBE usage and document final utilization.

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1. Topographical/Land survey

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3. Architectural (Civil, structural, MEP)

INYO COUNTY BOARD OF SUPERVISORS

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

DAVID FRASER
County Administrative Officer

DARCY ISRAEL
Asst. Clerk of the Board

AGENDA ITEM REQUEST FORM

May 26, 2026

Reference ID: 2026-286

Agreement with Tartaglia Engineering for the Bishop Airport Perimeter Fence Replacement Project

Public Works

ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Ashley Helms, Deputy Public Works Director - Airports	Ashley Helms, Deputy Public Works Director - Airports

RECOMMENDED ACTION:

A) Amend the Fiscal Year 2025-2026 Geothermal Royalties Budget (010406) as follows: increase appropriations in Operating Transfer Out (5801) by $40,000 (4/5ths vote required);
B) Amend the Fiscal Year 2025-2026 Perimeter Fence Replacement Budget (630309) as follows:

- increase estimated revenue in Federal Grant (Revenue Code No.4555) by $4,100;
- increase estimated revenue in Operating Transfer In (Revenue Code No. 4998) by $40,000;
- increase appropriation in Construction in Progress (Object Code 5700) by $42,100; and
- increase appropriation in External Charges (Object Code 5124) by $2,000 (4/5ths vote required);

C) Approve the agreement between the County of Inyo and Tartaglia Engineering of Pismo Beach, CA for the provision of airport engineering services in an amount not to exceed $99,800 for the period of May 26, 2026 through June 30, 2027, contingent upon the Board's approval of the Fiscal Year 2026-2027 Budget, and authorize the Chairperson to sign; and
D) Accept the forthcoming Federal Aviation Administration grants for the Bishop Airport Perimeter Fencing Replacement Project.

BACKGROUND / SUMMARY / JUSTIFICATION:

In 2022, Public Works advertised a Request for Qualifications (RFQ) for airport engineering services, which included the Bishop Airport Perimeter Fence Replacement as a listed project. Public Works received Statement of Qualifications submittals from Armstrong Consultants and Tartaglia Engineering. Both companies were deemed to be well qualified, and the County moved forward with a 5 year on-call contract with Armstrong Engineering, the top ranked firm. The on-call contract requires a scope and fee negotiation for each subsequent project. For this fencing project, the County was unable to come to an agreement with Lochner on project schedule and scope, therefore staff reached out to Tartaglia. Tartaglia has performed design and construction administration services on several other projects for the County, including the Runway 12-30 Pavement Resurfacing Project and the Rotating Beacon Replacement Project, both at the Bishop Airport.

A categorical exclusion pursuant to the National Environmental Policy Act was approved by the FAA on 2/13/26. The project is exempt from the California Environmental Quality Act (CEQA) under Sections

15302: Replacement and 15304: Minor Alterations, and a Notice of Exemption was filed with the State on 5/11/2026 and with the County Clerk on 5/18/2026.

FISCAL IMPACT:

Funding Source	Grant Funded (forthcoming FAA Airport Improvement Grants funding)	**Budget Unit**	630309 & 010406
Budgeted?	This item includes a budget amendment	**Object Code**	5700, 4998, 4555, 5801
Recurrence	One-Time Expenditure	**Sole Source?**	No

If Sole Source, provide justification below

Current Fiscal Year Impact
Up to $42,100 for the remainder of Fiscal Year 25/26 for the Preliminary, Design, and Bidding phases.
Future Fiscal Year Impacts
Up to $57,700, plus any portion of the Preliminary, Design, and Bidding expense that is not incurred in the current Fiscal Year.
Additional Information

The forthcoming FAA grant will fund 95% of the design and construction costs for the project. The project total is anticipated to be approximately $800,000, which would lead to a County match of $40,000. Because the grant will not be received until early in Fiscal Year 26/27, the budget amendment in this item includes the total County match to cover the Preliminary and Design costs, although these expenses will be billed for reimbursement as soon as the grant is received, and revenue will be accrued to Fiscal Year 25/26.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Federal Aviation Administration

STRATEGIC PLAN ALIGNMENT:

High-Quality Services I Improved County Facilities

APPROVALS:

Ashley Helms	Created/Initiated - 04/13/2026
Darcy Israel	Approved - 04/13/2026
Ashley Helms	Approved - 05/18/2026
Breanne Nelums	Approved - 05/18/2026
Denelle Carrington	Approved - 05/18/2026
John Vallejo	Approved - 05/18/2026
Amy Shepherd	Approved - 05/19/2026
Denelle Carrington	Final Approval - 05/19/2026

ATTACHMENTS:

1. Tartaglia Agreement

Docusign Envelope ID: 07AF7D44-6DF0-828A-8157-F9F3FD60DA31

AGREEMENT BETWEEN COUNTY OF INYO

AND Tartaglia Engineering

FOR THE PROVISION OF Tartaglia Engineering #2

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the services of Tartaglia Engineering (hereinafter referred to as "Contractor"). In consideration of the mutual terms and conditions hereinafter contained, the parties agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

1.1. Work to be Performed

The Contractor shall furnish to the County, upon its request, those services and work set forth in **Attachment A ("Scope of Work"),** attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by Deputy Director of Public Works, Ashley Helms, or their designee. Requests to the Contractor 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 that any minimum amount of services or work will be requested of the Contractor. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have need for such services or work during the term of this Agreement.

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

2. TERM

The term of this Agreement shall be from Tuesday, May 12, 2026 to Friday, June 30, 2028 unless sooner terminated as provided below.

3. CONSIDERATION

A. Compensation. County shall pay to Contractor in accordance with **Attachment B ("Schedule of Fees")** attached hereto and by reference incorporated herein, for the services and work described in the **Scope of Work** which are performed by Contractor at the County's request.

B. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration,

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compensation, salary, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor 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.

C. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed $99,800.00 (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

D. Federal and State taxes.

i. 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 Contractor under the terms and conditions of this Agreement.

ii. County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety-nine dollars ($1,499.00).

iii. Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

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

4. WORK SCHEDULE

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

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A. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for contractor to provide the services and work described in the **Scope of Work** must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect at no expense to the County. Contractor 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 the **Scope of Work**. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in the **Scope of Work**, County reserves the right to make such determinations for purposes of this Agreement.

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: http://www.sam.gov.

6. PREVAILING WAGE

Pursuant to Section 1720 et seq. of the Labor Code, Contractor agrees to comply with the Department of Industrial Relations regulations, to which this Contract is subject, the prevailing wage per diem rates in Inyo County have been determined by the Director of the State Department of Industrial Relations. These wage rates appear in the Department publication entitled "General Prevailing Wage Rates," in effect at the time the project is advertised. Future effective wage rates, which have been predetermined and are on file with the State Department of Industrial Relations are referenced but not printed in said publication. Such rates of wages are also on file with the State Department of Industrial Relations and the offices of the Public Works Department of the County of Inyo and are available to any interested party upon request. Contractor agrees to comply with County and the Department of Industrial Relations regulations in submitting the certified payroll.

7. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and utility connections as are necessary for Contractor to provide the services identified in the **Scope of Work**. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items.

8. COUNTY PROPERTY

Docusign Envelope ID: 07AF7D44-6DF0-828A-8157-F9F3FD60DA31

A. Personal Property of County. Any personal property provided to Contractor by County pursuant to this Agreement are the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, 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 Contractor'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, Contractor will convey possession and title to all such properties to County.

9. MINIMUM INSURANCE REQUIREMENTS

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:

9.1. 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.

9.2. 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.

9.3. 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.

Docusign Envelope ID: 07AF7D44-6DF0-828A-8157-F9F3FD60DA31

9.4. 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.

9.5. Broader Coverage

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.

9.6. 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.

***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 toa 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.

Docusign Envelope ID: 07AF7D44-6DF0-828A-8157-F9F3FD60DA31

***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:

A. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

B. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

C. 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.

10. STATUS OF CONTRACTOR

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in the **Scope of Work**, Contractor has no authority to exercise any rights or power vested in the County. No agent, officer, or employee of the Contractor is to be considered an employee of the County. It is understood by

Docusign Envelope ID: 07AF7D44-6DF0-828A-8157-F9F3FD60DA31

both Contractor 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 contractor:

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

B. Contractor 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 Contractor in fulfillment of this Agreement.

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

11. DEFENSE AND INDEMNITY

Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damages which was caused by the sole negligence or willful misconduct of the County.

12. RECORDS AND AUDIT

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement and any applicable laws, ordinances, or regulations. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement.

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

13. NONDISCRIMINATION

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee,

Docusign Envelope ID: 07AF7D44-6DF0-828A-8157-F9F3FD60DA31

or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act.

The parties to this Agreement agree that all federally funded purchases shall follow federal procurement requirements set forth in Title 2 of the Code of Federal Regulations, Part 200 (2 CFR section 200 *et. seq.*). Contractor agrees to adhere to all applicable Federal, State, and local laws and regulations in Contractor's performance of this Agreement.

14. CANCELLATION

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor thirty (30) days written notice of such intent to cancel.

15. Federal Aviation Authority Terms and Conditions

For this section, the term Contractor and Consultant are used interchangeably.

15.1. ACCESS TO RECORDS AND REPORTS

The CONTRACTOR must maintain an acceptable cost accounting system. The CONTRACTOR 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 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.

15.2. BREACH OF CONTRACT TERMS

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

Docusign Envelope ID: 07AF7D44-6DF0-828A-8157-F9F3FD60DA31

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.

15.3. GENERAL CIVIL RIGHTS 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, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

15.4. CIVIL RIGHTS – TITLE VI ASSURANCE

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:

A. **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.

B. **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), creed, sex, 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 including amendments thereto.

C. **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.

D. **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

Docusign Envelope ID: 07AF7D44-6DF0-828A-8157-F9F3FD60DA31

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.

E. **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:

1. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

2. Cancelling, terminating, or suspending a contract, in whole or in part.

F. **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.

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 U.S.C. § 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) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 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 U.S.C. § 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 .U.S.C. § 6101 *et seq*.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 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

Docusign Envelope ID: 07AF7D44-6DF0-828A-8157-F9F3FD60DA31

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 U.S.C. § 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;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681, et seq).

15.5. 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 § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The CONTRACTOR 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.

15.6. 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 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 $15,000 that involve driving a motor vehicle in performance of work activities associated with the project.

15.7. 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:

A. 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.

B. 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

Docusign Envelope ID: 07AF7D44-6DF0-828A-8157-F9F3FD60DA31

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.

C. 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.

15.8. 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.

15.9. TERMINATION FOR CONVENIENCE

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.

15.10. TERMINATION FOR CAUSE

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

Docusign Envelope ID: 07AF7D44-6DF0-828A-8157-F9F3FD60DA31

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:

A. Perform the services within the time specified in this contract or by Owner approved extension;

B. Make adequate progress so as to endanger satisfactory performance of the Project; or

C. 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:

A. Defaults on its obligations under this Agreement;

B. Fails to make payment to the Consultant in accordance with the terms of this Agreement;

C. 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.

Docusign Envelope ID: 07AF7D44-6DF0-828A-8157-F9F3FD60DA31

15.11. 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.

15.12. 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)].

15.13. 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:

Docusign Envelope ID: 07AF7D44-6DF0-828A-8157-F9F3FD60DA31

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.

15.14. DISADVANTAGED BUSINESS ENTERPRISE

A. Contract Assurance (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, including any amendments thereto, 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.

B. 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 Inyo County. Any delay or postponement of payment from the above

Docusign Envelope ID: 07AF7D44-6DF0-828A-8157-F9F3FD60DA31

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.

C. Termination of DBE Subcontracts (49 CFR § 26.53(f))

The prime contractor must not terminate a DBE subcontractor listed in response to the DBE requirements listed in the Request for Proposal 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 subcontractor, 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.

15.15. CERTIFICATION OF CONSULTANT REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

By signing this agreement, the Consultant attests to the certifications below. The Consultant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

A. The applicant represents that it 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.

B. The applicant represents that it is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

Docusign Envelope ID: 07AF7D44-6DF0-828A-8157-F9F3FD60DA31

If the Consultant cannot certify either of the above representations, the Consultant is ineligible to receive the 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.

15.16. PROHIBITION OF COVERED UNMANNED AIRCRAFT SYSTEMS (UAS)

The Consultant certifies that they are aware of and comply with relevant Federal statutes and regulations, including those from the Federal Aviation Administration (FAA), for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note).

Consultant warrants that all UAS operations will be conducted in full compliance with all applicable Federal Aviation Administration (FAA) regulations, including but not limited to 14 CFR Part 107, and any other applicable local, state, or Federal laws and regulations.

Sponsors and subgrant recipients cannot use AIP grant funds to enter into, extend, or renew a contract related to covered unmanned aircraft systems (UAS). This includes both procurement and operational contracts, as well as contracts with entities that operate such systems.

15.17. 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 P.L. 115-232, § 889(f)(1)).

15.18. CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Consultant certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Consultant has provided a preference for the purchase, acquisition, or use of goods,

Docusign Envelope ID: 07AF7D44-6DF0-828A-8157-F9F3FD60DA31

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.

15.19. CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

By signing this agreement, the Consultant certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

The Consultant, 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:

i. Checking the System for Award Management at website: http://www.sam.gov.

ii. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.

iii. 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.

15.20. 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 this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

16. ASSIGNMENT

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

17. DEFAULT

Docusign Envelope ID: 07AF7D44-6DF0-828A-8157-F9F3FD60DA31

If the Contractor abandons the work, fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing for services and work satisfactorily performed to the date of termination.

18. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-two (22) below.

19. CONFIDENTIALITY

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

20. CONFLICTS

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

21. POST AGREEMENT COVENANT

Contractor 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, Contractor agrees for a period of two years

Docusign Envelope ID: 07AF7D44-6DF0-828A-8157-F9F3FD60DA31

after the termination of this Agreement not to seek or accept any employment with any entity which, 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, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

22. SEVERABILITY

If any portion of this Agreement shall be declared invalid by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

23. 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 Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-two (22) (Amendment).

24. AMENDMENT

This Agreement may be modified by the mutual consent of the parties, 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.

25. NOTICE

Any notice regarding this Agreement 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
168 N. Edwards St Independence CA, 93526

Contractor:

Tartaglia Engineering
PO Box 476, Pismo Beach, CA 93448

26. 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

Docusign Envelope ID: 07AF7D44-6DF0-828A-8157-F9F3FD60DA31

hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

Docusign Envelope ID: 07AF7D44-6DF0-828A-8157-F9F3FD60DA31

Docusign Envelope ID: 07AF7D44-6DF0-828A-8157-F9F3FD60DA31

For Inyo County

Signed by:
John Vallejo
DB92A4FA96C1495...

SIGNATURE

John Vallejo

FULL NAME

5/1/2026

DATE SIGNED

County Counsel

TITLE

Signed by:
Aaron Holmberg
E921B073F8A2426...

SIGNATURE

Aaron Holmberg

FULL NAME

5/1/2026

DATE SIGNED

Risk Manager

TITLE

Signed by:
Heather Williams
3094C2B4A2DB49F...

SIGNATURE

on behalf of Amy Shepherd

FULL NAME

5/5/2026

DATE SIGNED

Auditor-Controller

TITLE

SIGNATURE

Trina Orrill

FULL NAME

DATE SIGNED

Board Chairperson

TITLE

For Contractor

DocuSigned by:
John Smith
397A2A85F33B4BA...

SIGNATURE

John Smith

FULL NAME

5/5/2026

DATE SIGNED

Principle in Charge

TITLE

Docusign Envelope ID: 07AF7D44-6DF0-828A-8157-F9F3FD60DA31

Exhibit A

Exhibit A Scope of Work

Docusign Envelope ID: 07AF7D44-6DF0-828A-8157-F9F3FD60DA31

SCOPE OF THE PROJECT

The work of this project is focused on the perimeter airport fence at Bishop Airport along four segments, as depicted in Figure 1 below. Total estimated length, as shown in the sketch, is 8,600 lineal feet. In addition, the scope includes fabrication and installation of several manual swing gates.

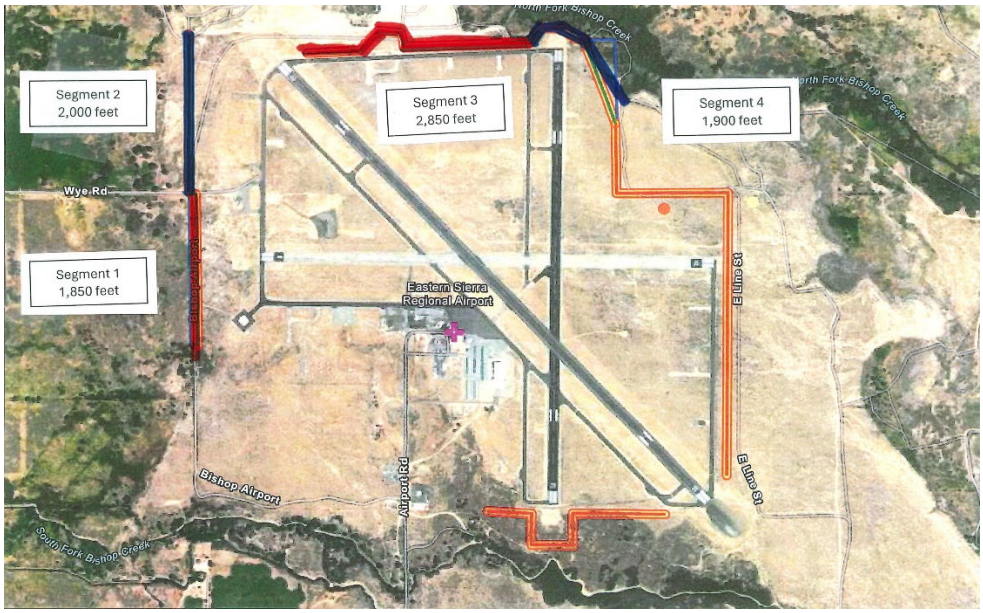


Figure 1: Approximate Location and Alignment of New Perimeter Fence

The goal of the fence replacement project is to remove failed and failing fence segments and replace with new, FAA standard, barb wire fencing. In addition, portions of the fence alignment require minor grading to re-establish the airport perimeter inspection road.

Individual Task Items

1. Remove and dispose existing fencing materials including stakes / posts, and barb wire. Some existing fencing to remain.
2. Grade and surface compact the fence alignment, creating a more uniform fence path, free of vegetation and surface anomalies.
3. Install new barb wire fencing, with modification of existing chain link style, manual swing, vehicle access gates at two locations.

The plan is to prepare contract documents for replacement of the fence during the May – June 2026 period, being ready for bidding on July 1, 2026. Construction to follow based on receipt of a federal grant, administered through the FAA.

Docusign Envelope ID: 07AF7D44-6DF0-828A-8157-F9F3FD60DA31

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 fence alignment, existing access roads, potential points of connection between new and existing fence, and overall site conditions, including establishing a contractor yard, point if airfield access, and haul routes within the airport.
   - 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).
     - Preservation of airport security during the completion of the work.
     - Contractor security requirements, badging, airfield access, and general operations within the secured Airport Operations Area (AOA).
   - Provide minutes from the kick-off meeting.

C. Review the Cat-Ex to gain an understanding of constraints and design and construction considerations.

D. 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.

E. Prepare a preliminary design of the proposed project to 30%, summary of project approach (construction), proposed sequencing, and preliminary construction cost estimate.

F. The following deliverables are due during and before the conclusion of the Preliminary Phase:
   - Draft plan set.
   - Preliminary construction cost estimate.

Docusign Envelope ID: 07AF7D44-6DF0-828A-8157-F9F3FD60DA31

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:
     - Title, Owner.
     - Project description.
     - Sheet schedule.
     - Vicinity and Location Maps.
     - Approval blocks.
   - Project Layout Plan:
     - Identify secured airport property.
     - Present project elements relative to overall airport facilities.
     - Extent of fence removal and replacement.
     - Contractor yard.
     - Point of access to the airport.
     - Potential source of construction water.
   - Improvement Plans:
     - Using public domain photo imagery as the background.
     - Fence alignment plans.
     - Extend of fence alignment grading.
     - Lengths, gate locations, points of connection to existing fence.
   - Detail Sheet:
     - Standard fence details.
     - Strong back corners and mid segment anchors.
     - Grading details and typical sections.
     - Airport perimeter signage details.

   Present plans to the County at 90%, and 100% (bid-ready) stages of completion.

C. Prepare Project Specifications as a joint effort with the County, according to the following:
   1. Tartaglia Engineering:
      b. Technical specs
      c. FAA General Provisions (Sections 10-90)
      d. Bid Schedule (in Excel)
      e. Description of Work
      f. Attachments:
         i. Project Plans (8 ½" by 11") if small project like beacon.
         ii. CSPP
         iii. Geotechnical Report
         iv. FAA Advisory Circular: Operational Safety on Airports During Construction
         v. Header for Davis Bacon Wage Rates (to be provided through addendum 2-weeks before bid)
      g. FAA Contract Provisions:
         i. Access to records
         ii. Breach of contract
         iii. Buy American

Docusign Envelope ID: 07AF7D44-6DF0-828A-8157-F9F3FD60DA31

iv. Civil Rights – Title VI
v. No texting while driving
vi. The balance of all provisions included in the March 17, 2026, updated document

2. Inyo County:
   a. Notice Inviting Bids (using Tartaglia Description of Work as part)
   b. Instructions to Bidders
   c. Bid Proposal Form (using Tartaglia-prepared Excel file as part)
   d. Subcontractor schedule
   e. Certifications:
      i. Non collusion
      ii. Buy American
      iii. DBE commitment (or Good Faith Efforts)
   f. Bid Bond
   g. Sample contract
   h. Performance and Payment Bonds
   i. Davis Bacon Wage Rates through Addendum
   j. Any environmental documents and requirements that have been prepared specific to this project.

3. Tartaglia will assist the County in preparing the specification booklets that will include the combination of materials from both entities. Tartaglia will present a technical specification outline with the 60% complete plan submission. Specification sections produced by the firm will be presented in draft form with the 90% complete 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.

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.

Docusign Envelope ID: 07AF7D44-6DF0-828A-8157-F9F3FD60DA31

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. Arrange, attend in-person, chair, and prepare minutes for a Pre-Bid Job Walk / Conference.

C. 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.

D. 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.

E. 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.

F. Prepare a letter summary of the bids, bid process, and conclude with a recommendation for award of contract.

G. The following deliverables are due during and before the conclusion of the Bidding Phase:
- Pre-Bid Conference agenda and sign-in sheet.
- 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, attend in-person, chair, and take minutes at a Pre-Construction Conference:
- Phasing and sequencing.
- 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.

Docusign Envelope ID: 07AF7D44-6DF0-828A-8157-F9F3FD60DA31

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.

Docusign Envelope ID: 07AF7D44-6DF0-828A-8157-F9F3FD60DA31

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.
   - Daily construction inspection reports.
   - Weekly Construction Progress and Inspection Report – with photos (FAA Form 5370-1)
   - 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.

Docusign Envelope ID: 07AF7D44-6DF0-828A-8157-F9F3FD60DA31

PROFESSIONAL REPRESENTATION / CONTROL

The work of this contract will be performed under the control, oversite, 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:

Professional services related to plan and specification preparation, and preparation of the Construction Safety and Phasing Plan (CSPP) to begin within four weeks of April 20, 2026, 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 20 working days (4 weeks). The goal would be to issue an Administrative Notice To Proceed, allowing the Contactor 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.

Project plans and specifications will require the contractor to preserve the airport perimeter fence at all times, equal to or greater than existing pre-project conditions. It is anticipated the contractor will start and conclude specific segments of the fence replacement each day, thereby eliminating the need for any temporary perimeter fencing overnight or over weekends.

Docusign Envelope ID: 07AF7D44-6DF0-828A-8157-F9F3FD60DA31

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.

Docusign Envelope ID: 07AF7D44-6DF0-828A-8157-F9F3FD60DA31

Exhibit B

Exhibit B Schedule of Fees

Docusign Envelope ID: 07AF7D44-6DF0-828A-8157-F9F3FD60DA31

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

Position	Hourly Rate
Principal-In-Charge	$243.00
Licensed Land Surveyor	$185.00
Registered Civil Engineer	$205.00
Project Manager	$165.00
Environmental Coordinator / CPESC	$118.00
Engineer / Survey Technician III	$144.00
Engineer / Survey Technician II	$118.00
Engineer / Survey Technician I	$95.00
Clerical	$76.00
Professional Travel Time	$114.00
Inspector: Day, Straight Time	$168.00
Day, Overtime	$201.00
Night, Straight Time	$182.00
Night, Overtime	$231.00
(Minimum night shift = 4 hours)	
Survey Party: One Man	$250.00
Two Man	$344.00

(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	$0.70 per mile
Per diem	$224.00 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 March 31, 2027

Docusign Envelope ID: 07AF7D44-6DF0-828A-8157-F9F3FD60DA31

Bishop Airport, Inyo County

Perimeter Fence Replacement, Phase 1

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 1-Man	Inspector ST	Inspector OT	Light Crew	Prof. Travel	Mileage	Per-Diem	Total
Task	Description	$243.00	$185.00	$205.00	$144.00	$118.00	$95.00	$76.00	$250.00	$168.00	$201.00	$173.00	$114.00	$0.70	$224.00	
	Preliminary Phase															
A	Management of team & work	2.0						1.0								$562.00
B	Kick-off meeting & site inspect.			6.0									11.0	580.0		$2,890.00
C&D	Review Cat-Ex and Materials	2.0		2.0		2.0										$1,132.00
E	Prelim. design & summary	2.0		12.0	8.0	12.0		2.0								$5,666.00
	Supplies, Postage															$250.00
	Sub-Total, Preliminay Phase															**$10,500.00**
	Design Phase															
A	Management of team & work	4.0						2.0								$1,124.00
B	Prepare plans	2.0		4.0	8.0		18.0	2.0								$4,320.00
C	Prepare specs. / contract docs.	4.0		8.0	8.0			2.0								$3,916.00
D	Prepare CSPP & process	4.0		10.0	8.0	4.0	4.0									$5,026.00
E	Engineer's Design Report	4.0		12.0	4.0			2.0								$4,160.00
F	Coord. FAA review / approval	2.0														$486.00
G	Perform all revisions.	2.0		4.0	8.0											$2,458.00
	Supplies, Postage															$510.00
	Sub-Total, Design Phase															**$22,000.00**
	Bidding Phase															
A	Management of team and work	2.0						1.0								$562.00
B	Pre-Bid Job Walk			1.0				1.0					11.0	580.0		$1,941.00
C	Answer questions. Addenda.			1.0				3.0								$433.00
D	Bid Opening. Prepare summary.			4.0									11.0	580.0		$2,480.00
E	License, DIR, DBE review	2.0		4.0				2.0								$1,458.00
F	Letter summary & recommend.	4.0		8.0												$2,612.00
	Supplies, Postage															$114.00
	Sub-Total, Bidding Phase															**$9,600.00**

Docusign Envelope ID: 07AF7D44-6DF0-828A-8157-F9F3FD60DA31

Bishop Airport, Inyo County

Perimeter Fence Replacement, Phase 1

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 1-Man	Inspector ST	Inspector OT	Light Crew	Prof. Travel	Mileage	Per-Diem	Total
Task	Description	$243.00	$185.00	$205.00	$144.00	$118.00	$95.00	$76.00	$250.00	$168.00	$201.00	$173.00	$114.00	$0.70	$224.00	
	Construction Phase															
A	Management of team & work	1.0						4.0								$547.00
B	Pre-Construction Conference			4.0									11.0	580.0	1.0	$2,704.00
C	Construction management	4.0		16.0	8.0			2.0					11.0	580.0	1.0	$7,440.00
D	Construction observation							2.0		144.0			44.0	2320.0	20.0	$35,464.00
	Supplies, Postage															$245.00
	Sub-Total, Construction Phase															**$46,400.00**
	Completion Phase															
A	Management of team & work	2.0						2.0								$638.00
B	Final pay quantities			2.0	2.0											$698.00
C	As-built plans	2.0		2.0	4.0	12.0										$2,888.00
D-E	Project closeout			4.0									11.0	580.0	1.0	$2,704.00
F-G	Final Report	2.0		6.0	6.0			2.0								$2,732.00
H	Final documentation	2.0		4.0				2.0								$1,458.00
	Supplies, Postage															$182.00
	Sub-Total, Completion Phase															**$11,300.00**
	Total: Preliminary, Design, Bidding, Construction and Completion Phase Services															**$99,800.00**
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 20 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: 16 @ 8 hours each		Overtime: none					Part time shifts: 4 at 4-hours								
	Travel to / from: 6 trips over / back. Includes Pre-Con and Final Inspection															

INYO COUNTY BOARD OF SUPERVISORS

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

DAVID FRASER
County Administrative Officer

DARCY ISRAEL
Asst. Clerk of the Board

AGENDA ITEM REQUEST FORM

May 26, 2026

Reference ID: 2026-321

Side Letter with Inyo County Employee Association (ICEA)

County Administrator - Personnel

ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Keri Oney, Assistant Personnel Director	Keri Oney, Assistant Personnel Director

RECOMMENDED ACTION:

Approve the Side Letter between the County of Inyo and the Inyo County Employees Association and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

The attached Side Letter Agreement between the County and the Inyo County Employees Association (ICEA) formalizes a longstanding but previously undocumented compensation practice related to forensic duties performed by certain employees. Although originally established in 2008, the “forensic-related pay” was never incorporated into the ICEA MOU. The County and ICEA have confirmed that represented employees performing qualifying duties have in the past and are currently receiving this pay, and the Side Letter ensures it is properly codified within the current MOU.

This amendment establishes a new subsection—Forensic Pay—under Article 7: Special Compensation, providing an additional 5% of base salary to eligible employees whose investigative findings, analyses, evaluations, or reports are relied upon by the courts. In addition to formalizing the existing practice, the Side Letter also clarifies eligibility criteria, departmental certification responsibilities, and the types of court-reliant investigative work that qualify for the pay, ensuring consistency, transparency, and alignment with current operational needs.

FISCAL IMPACT:

Funding Source	General Fund (Public Administrator/Public Guardian/Public Conservator) and Non-General Fund (HHS)	**Budget Unit**	Depends on Department
Budgeted?	Yes	**Object Code**	5001
Recurrence	Ongoing Expenditure	**Sole Source?**	N/A
If Sole Source, provide justification below			

Current Fiscal Year Impact
Up to $40,124 for the period between July 1, 2025 and June 30, 2026
Future Fiscal Year Impacts
Up to $50,509 for the period between July 1, 2026 and June 30, 2027
Additional Information

There is no additional fiscal impact associated with this Side Letter, as the forensic pay is already budgeted and eligible employees are currently receiving it.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to approve this side letter and instead direct staff to negotiate the change during the normal Memorandum of Understanding negotiations cycle. However, this is not recommended, as it would leave an established and ongoing compensation practice undocumented and inconsistent with current MOU language, and will jeopardize the continuation of this pay for employees who are currently receiving it.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

High-Quality Services I Quality County Employees
High-Quality Services I High-Quality County Government Services

APPROVALS:

Keri Oney	Created/Initiated - 05/20/2026
Darcy Israel	Approved - 05/20/2026
Amy Shepherd	Approved - 05/20/2026
John Vallejo	Approved - 05/20/2026
Denelle Carrington	Final Approval - 05/20/2026

ATTACHMENTS:

1. ICEA Side Letter - Forensic Pay 5.2026

SIDE LETTER AGREEMENT BETWEEN
COUNTY OF INYO
AND
INYO COUNTY EMPLOYEE ASSOCIATION

This Side Letter of Agreement ("Agreement") between the County of Inyo ("County") and the Inyo County Employees Association ("Association") (collectively, the "Parties") serves as an addendum to the Memorandum of Understanding (MOU) effective July 1, 2024, and is entered into with respect to the following:

WHEREAS, Article 7 of the Memorandum of Understanding ("MOU") between the Parties addresses Salaries;

WHEREAS, Article 7, Subsection E establishes certain additional compensation provisions;

WHEREAS, certain employees perform investigations work in which their findings, reports, or assessments are relied upon by the court in making determinations, findings, or orders, and the Parties recognize the specialized nature, heightened responsibility, and legal implications of this work;

WHEREAS, the Parties acknowledge that the forensic-related pay described herein was originally established in 2008, and for reasons unknown to the Parties was not incorporated into the MOU at that time or any subsequent MOU, despite it being paid to represented employees;

WHEREAS, the Parties further acknowledge that there are current Association represented employees who have been receiving this pay, and that such employees shall continue to receive this pay following approval of this Side Letter;

WHEREAS, the Parties desire to establish a new subsection—Forensic Pay—to appropriately compensate employees who perform these qualifying duties;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Article 7, Subsection E – Special Compensation shall be modified to include the following:

3. Forensic Pay

Employees regularly working in the CPS, APS, LPS or Conservatorship programs who perform investigations, analyses, evaluations, or related work in which their written or verbal findings are relied upon by the court to make determinations, findings, or orders shall receive an additional five percent (5%) of base salary. This pay applies to employees who conduct investigations, interviews, inspections, or fact-finding activities resulting in formal reports or recommendations intended for judicial proceedings; who prepare or present evidence-based findings, evaluations, or expert-level documentation for court review; or who perform other court-reliant forensic or

investigative duties as designated by the Department Head. Eligibility for Forensic Pay shall be determined and certified by the Department Head.

Except as modified herein, all other terms and conditions of employment listed in the 2024-2027 MOU shall remain in full force and effect until a successor agreement is reached.

Signatures:

County of Inyo		**ICEA**	
		Darcy Miller 5/20/2026	
Trina Orrill, Chairperson	**Date**	**Darcy Miller, President**	**Date**

INYO COUNTY BOARD OF SUPERVISORS

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DAVID FRASER
County Administrative Officer

DARCY ISRAEL
Asst. Clerk of the Board

AGENDA ITEM REQUEST FORM

May 26, 2026

Reference ID: 2026-319

Fiscal Year 2025-2026 Third Quarter Financial Review

County Administrator

ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Amy Shepherd, Auditor/Controller, Denelle Carrington, Assistant CAO, Kelsey Gonzalez, Budget Analyst	Amy Shepherd, Auditor/Controller, Denelle Carrington, Assistant CAO

RECOMMENDED ACTION:

A) Accept the Fiscal Year 2025-2026 Third Quarter 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)*;
C) Authorize the County Administrator and Auditor-Controller to make any additional year-end adjustments as may be necessary within each fund *(4/5ths vote required)*;
D) Approve the Preliminary Fiscal Year 2026-2027 Budget Calendar (Attachment C) in regard to the proposed dates for the Budget Hearings and adoption of the Final Budget;
E) Direct the County Administrator and Auditor-Controller to prepare a modified rollover budget for the start of the Fiscal Year 2026-2027 and present it for approval on June 9, 2026; and
F) Authorize the County Administrator and Auditor-Controller to transfer up to $300,000, or an amount deemed appropriate based on year-end balances, from General Fund Contingencies to General Reserves before June 30, 2026, and to amend the Fiscal Year 2025-2026 Budget accordingly, if necessary *(4/5ths vote required)*.

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 the case of over-expenditures or under-realization of revenues.

The County Budget Team, consisting of the County Administrative Officer (CAO), Assistant CAO, Auditor-Controller and Budget Analyst, 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.

Third Quarter Overview

Based on projections submitted by the departments, this Third Quarter Review provides an opportunity to make last-minute adjustments necessary to maintain a balanced County Budget for Fiscal Year 2025-2026. Your Board is asked to authorize the budget amendments listed below and represented in

Attachments A & B, as well as authorize the CAO and the Auditor-Controller to make any subsequent year-end adjustments that may be necessary within each fund to maintain a balanced budget through the end of the fiscal year. These actions require a *4/5ths vote* of your Board.

Throughout this budget and associated documents there are references to the "Net County Cost". This term refers to the use of existing and available Fund Balance from both General and Non-General Funds which have otherwise not been encumbered. Through the budget process, any newly assigned or obligated funds will become part of the County's budget. By law, the Net County Cost is funded by prior year's unobligated Fund Balance to balance the budget.

Most of the Third Quarter adjustments identified in Attachments A & B represent appropriation change requests that, pursuant to the *County Budget Control & Responsibility & Extraordinary Budget Policy*, can be approved by the CAO and/or the Auditor-Controller without action by your Board. These include moving money within a budget from one object code to another object code, or from one object category to another object category in the same budget unit. However, some of the proposed changes (such as appropriating new revenue, transfers between funds or budget units, and changes in Net County Cost) require approval by the Board of Supervisors *(4/5ths vote)*. Third Quarter adjustments resulting in a change in Net County Cost (within a budget unit) or otherwise requiring Board approval, as well as adjustments resulting in substantial decreases to Net County Cost, are identified and discussed later in this report. It is also worth noting that an affirmative vote for the Recommended Actions will not result in a change to the Net County Cost within the General Fund.

The department's Third Quarter projections change the Working Budget as follows:

Fiscal Year 2025-2026	Board Approved Budget	Working Budget	Third Quarter Budget
County Budget			
Revenues	$151,19,516	$157,429,207	$159,346,282
Expenditures	$169,764,769	$183,508,232	$186,087,408
Net County Cost	$17,845,253	$26,079,025	$26,741,126
General Fund			
Revenues	$92,821,135	$95,937,059	$95,809,536
Expenditures	$97,834,628	$103,206,347	$103,078,824
Net County Cost	$5,013,493	$7,269,288	$7,269,288

Income statements have been prepared for both the General Fund Budget Units and Non-General Fund Budget Units. These are included in Attachments A & B respectively. Additionally, the reports for each budget unit have been condensed down to object category, giving you a summary of each budget.

Process

Similar to the Mid-Year Review process, departments were asked to enter Third Quarter budget projections directly into the County's financial system (Finance Enterprise). The Third Quarter budget changes being requested by the departments, and in some cases, modified by the Budget Team, are reflected in the "Third Quarter" column on the attached Finance Enterprise reports (Attachments A & B).

If approved by your Board *(4/5ths vote required)*, the Third Quarter Projections will become the new Working Budget.

As in years past, and similar to the Mid-Year Financial Report, department heads were again required to certify whether their budgets are on track to realize 100% of their budgeted revenue and stay within their budgeted expenditures through the end of June. Departments whose budgets indicate that they may not achieve their approved revenue projections are required to provide a written explanation as to why and make every effort to reduce expenditures. Similarly, if a department's budget indicates that its approved appropriation will be exceeded by June 30th, the department head is asked to explain the reason and reduce expenditures in other object codes.

Looking Ahead & Outstanding Issues

The fiscal landscape facing Inyo County is becoming increasingly complex, with external economic conditions, State and Federal policy changes, and rising operational costs converging to create significant budgetary challenges. While the County continues to manage its resources responsibly, the coming fiscal year will require strategic decision-making to balance mandated obligations with limited discretionary revenue. The issues outlined below represent the significant factors that will influence the FY 2026-2027 budget and guide staff's recommendations in preparing the next year's CAO Recommended Budget.

State and Federal Budgets

State and federal budget conditions will continue to have a significant impact on the County's finances, as approximately 45% of total County revenue is derived from these sources. These funds support a wide range of programs, including Health Realignment, Foster Care, Road Funding, Child Support, and numerous state and federal grants that enable delivery of service at the local level.

Typically, the Budget Team closely monitors the Governor's May Revision to assess potential impacts. This year, however, anticipated reductions have been signaled in advance. Significant decreases in federal assistance under H.R. 1 have shifted an estimated $6–9.5 billion statewide in funding responsibility for programs such as Medi-Cal, SNAP, and Public Health to state and county governments. While the specific impacts on Inyo County are not yet fully known, these changes will be a central focus of the upcoming budget discussions.

Given that Health and Human Services will be the most affected by these proposed policy shifts, the Budget Team will continue to work closely with the HHS management team to develop strategies that will maintain Realignment reserves and identify cost-reduction opportunities that minimize service impacts.

Next Year

In addition to the potential impact of State and Federal budget changes, the County is prepared to absorb negotiated wage increases associated with current labor contracts. The only unknown labor contract cost is for the Inyo County Law Enforcement Administrators Association (LEAA), which is still outstanding and in current negotiations.

Additional Known Cost Increases

- 2.9% Cost of Living Adjustment for bargaining units (~$1.2M)
- Increase in CalPERS Unfunded Liability of $790,970
- Retiree Health Cost Increase (~$830,000)
- Budgeted 15% increase in Health Insurance (~$1.1M)

Potential Cost Increases:

- Costs associated with finalized LEAA negotiations
- Unknown May Revise Reductions
- H.R. 1 related revenue reduction

- Motor Pool - fuel cost
- Executive-level recruitments
- Capital Case Trial wrap-up
- Strategic Planning Priorities

GENERAL FUND DISCRETIONARY REVENUES

The following revenue streams are key to balancing the County Budget.

Property Tax Revenue

County of Inyo	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26 Est
Secured Property Tax Revenue - Actuals	13,642,744	14,158,973	15,226,755	16,206,724	17,162,074	17,300,000

County of Inyo	-	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26 Est
Growth		516,229	1,067,782	979,969	955,350	137,926
Percentage of Growth		0.0%	7.5%	6.4%	5.9%	0.8%

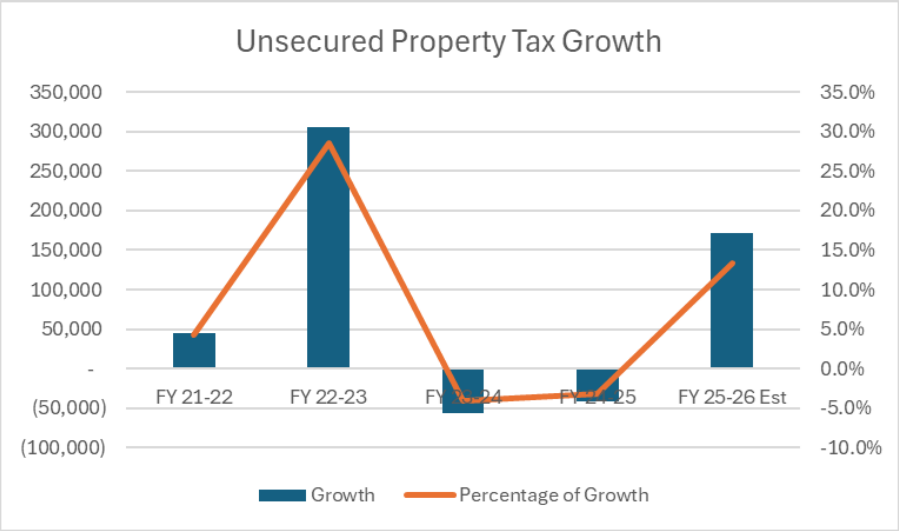


Looking forward to next year's budget, potential growth in Secured Property Tax revenue is expected. After the County Assessor certifies Fiscal Year 2026-2027 property tax rolls, more information will be available to project next year's revenue and growth during the Fiscal Year 2026-2027 County Budget.

Unsecured Taxes

County of Inyo	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26 Est
Unsecured Property Tax Revenue - Actuals	1,026,125	1,070,451	1,376,596	1,320,929	1,279,072	1,450,000
Prior Year Unsecured Tax Revenue - Actuals	-	(961,837)	9,184	-	-	-

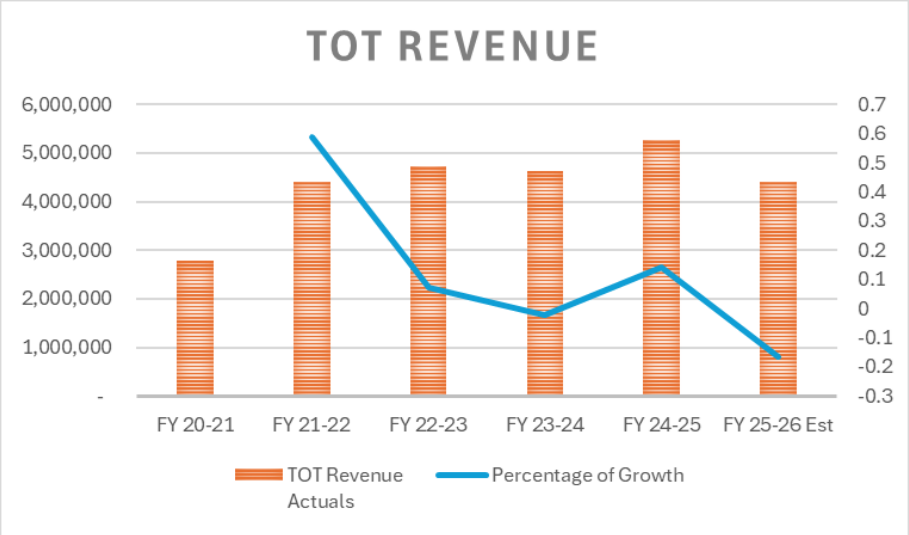
County of Inyo	-	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26 Est
Growth		44,326	306,145	(55,667)	(41,857)	170,928
Percentage of Growth		4.3%	28.6%	-4.0%	-3.2%	13.4%



Transient Occupancy Tax (TOT) Revenue

County of Inyo	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26 Est
TOT Revenue Actuals	2,782,650	4,413,834	4,738,259	4,626,801	5,276,276	4,400,000
Percentage of Growth		58.6%	7.4%	-2.4%	14.0%	-16.6%

County of Inyo	-	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26 Est
TOT Growth		1,631,184	324,425	(111,458)	649,475	(876,276)
Percentage of Growth		58.6%	7.4%	-2.4%	14.0%	-16.6%

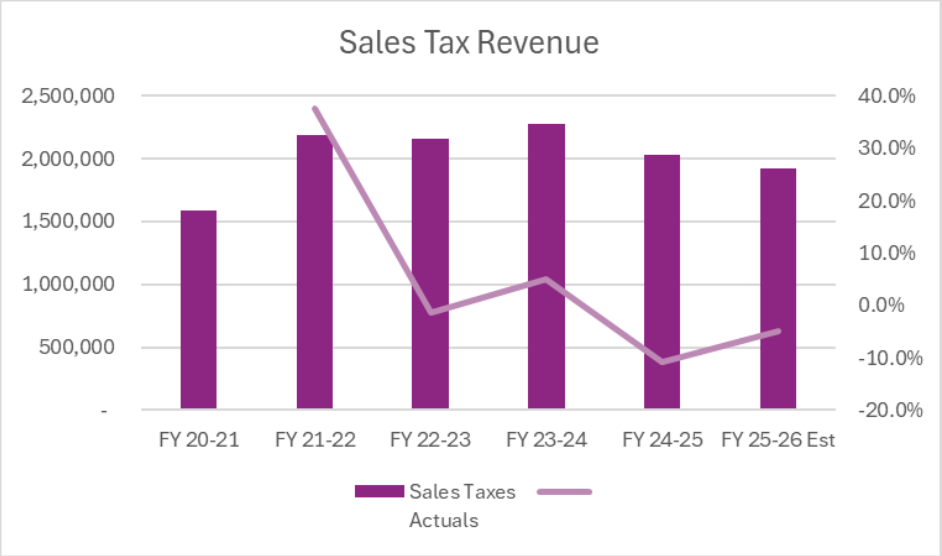


Next year's projected TOT revenue will be based partly on the performance of FY 2026-2027 4th quarter. In addition, other important factors need to be analyzed to see if we have any other unknown outliers that may affect the County's TOT for the upcoming budget.

Sales Tax

County of Inyo	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26 Est
Sales Taxes Actuals	1,591,553	2,189,484	2,161,795	2,271,251	2,025,275	1,925,000

County of Inyo	-	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26 Est
Growth		597,931	(27,689)	109,456	(245,976)	(100,275)
Percentage of Growth		37.6%	-1.3%	5.1%	-10.8%	-5.0%



As in past years, Sales Tax will be estimated using a five-year rolling average to smooth out any large swings that can occur, such as large construction projects or economic downturns due to weather events. In general, Sales Tax remains study.

Fund Balance
The CAO Recommended Budget was balanced using $4,500,000. Fund balance came in at $5.013,493, and your Board chose to put $363,493 in General Fund Contingencies; and $150,000 in the General Revenues and Expenditures budget to fund an OPEB contribution.

FISCAL YEAR 2025-2026 3rd QUARTER STATUS
The following budgets have significant changes, most requiring approval by your Board as part of the Third Quarter Financial Review.

GENERAL FUND BUDGETS:
General Fund Budgets with Third Quarter changes are discussed below in addition to being identified in Attachment A:

Advertising County Resources (011400). Expenditures in this budget have been increased by $9,500, and expenditures in the Grants In Supports budget have been decreased by $9,500. Between the two budgets there is no change to the Net County Cost.

Agricultural Commissioner/Sealer (023300). Revenues in this budget have been increased by $5,113. The General Fund Contingencies budget has been adjusted.

Animal Control - General (023900). Revenues in this budget have been increased by $3,660 and expenses have been increased by $5,368. The General Fund Contingencies budget has been adjusted to cover the increased Net County Cost.

Building & Safety (023200). Revenues in this budget have been increased by $90,000 and expenses have been increased by $21,000. As a whole in the Public Works department, revenues and expenditures have been increased and decreased in Public Works, Maintenance - Building & Grounds, and Parks & Recreations budgets to maintain no change in the Net County Cost.

CAO - General (010200). Revenues in this budget have been decreased by $88,9360 and expenditures have been reduced by $95,930 in order to transfer salary and benefit costs into the correct budget. The overall result is a $7,000 contribution towards General Fund Contingencies.

Community Mental Health (045200). Revenues and expenditures in this budget have been increased by $100,000 in order to fund expenses through the end of the fiscal year. There is no change to the Net County Cost.

Contingencies (087100). As discussed above and below there is an overall reduction of $289,482 to the General Fund Contingencies budget. The following changes reflect the increases and decreases in various General Fund Budgets; a decrease of $200,000 to the General Revenues & Expenditures budget to cover an operating transfer out to the Capital Case - District Attorney budget; a contribution of $7,000 from the CAO - General budget; a contribution of $36,749 from the TTC - General budget; a contribution of $5,630 from the Elections budget; a contribution of $4,900 from the County Clerk - General budget; a contribution of $5,113 from the Agricultural Commissioner/Sealer budget; a contribution of $1,126 from the Health General Budget; and a decrease of $150,000 to cover additional expenses in the Sheriff - Safety budget.

County Clerk - General (010300). Revenues in this budget have been increased by $4,900 to recognize actual revenues received. The General Fund Contingencies budget has been adjusted.

District Attorney - General (022400). Revenues and expenditures in this budget have been increased by $60,000 in order to cover additional expenditures related to the Capital Case. There is no change to the Net County Cost.

District Attorney - Safety (022410). Expenses in this budget have been increased by $37,197 to cover expenditures through the end of the fiscal year. The Personnel Contingencies budget has been decreased to cover this increase.

Elections (011000). Revenues in this budget have been increased by $13954 and expenditures by $108,324 in order to recognize State and Federal HAVA grant funds. The result is a contribution of $5,630 to General Fund Contingencies.

Farm Advisor (066800). Expenditures in this budget have been increased by $1,836 in order to cover expenses through the end of the fiscal year. The Personnel Contingencies have been reduced to cover this increase.

General Revenues & Expenditures (011900). Expenditures in this budget have been increased by $200,000 to cover an operating transfer out to the Capital Case - District Attorney budget as the trial has had a change in date. General Fund Contingencies have been adjusted to cover the increased Net County Cost.

Grants In Support (011402). Expenditures in this budget have been decreased by $9,500, and expenditures in the Advertising County Resources budget have been increased by $9,500. Between the two budgets there was no change ot the Net County Cost.

Health - General (045100). Revenues in this budget have been increased by $1,126. The General Fund Contingencies budget have been adjusted.

Information Services (011801). Revenues and expenditures have been increased by $21,700 to

recognize actuals through the end of the fiscal year. There is no change to the Net County Cost.

Jail - General (022900). Expenses in this budget have been reduced by $240,035. These savings have been utilized to cover the increase in the Sheriff - Safety budget.

Jail - STC (022920). Expenses in this budget have been reduced by $15,400 and have been utilized to cover the increase in the Sheriff - Safety budget.

Juvenile Institutions (023100). The department decreased expenditures in this budget by $14,700 and increased expenditures in the Out of County - Juvenile Hall budget in order to cover increased expenses. Between the two budgets there is no change to the Net County Cost.

Maintenance - Building & Grounds (011100). Expenses in this budget have been decreased by $60,300. As a whole in the Public Works department, revenues and expenditures have been increased and decreased in Public Works, Building and Safety, and Parks & Recreations budgets to maintain no change to the Net County Cost.

Museum - General (077000). Revenues and expenditures in this budget have been increased by $50,000 in order to finalize the remodel of the Museum. There is no change to the Net County Cost.

Out of County - Juvenile Hall (023101). Expenses in this budget have been increased by $14,700 to cover expenses through the end of the fiscal year. Expenses in the Juvenile Institutions budget have been decreased by $14,700, and between the two budgets there is no change to the Net County Cost.

Parks & Recreation (076999). Revenues in this budget have been increased by $21,000. As a whole in the Public Works department, revenues and expenditures have been increased and decreased in Public Works, Building and Safety, and the Maintenance - Building & Grounds budgets to maintain no change to the Net County Cost.

Personnel (010800). Personnel Contingencies have been reduced by $39,033 to cover additional costs in the Farm budget and the District Attorney - Safety budget due to a calculation error. Between the three budgets there is no change to the Net County Cost.

Planning & Zoning (023800). Revenues and expenditures in this budget have been decreased by $283,448 to more accurately represent the needs through the end of the fiscal year. There is no change to the Net County Cost.

Public Works (011500). The department decreased revenues in this budget by $239,700 to accurately represent the revenues to be received. Expenditures have been decreased by $89,400. Expenses and revenues have also been adjusted in Maintenance - Building & Grounds, Building & Safety and Parks to maintain the same Net County Cost.

Sheriff - General (022700). Revenues in this budget have been increased by $10,428 and expenditures in this budget have been decreased by $35,612. The savings in this budget have been utilized to cover the increase in the Sheriff - Safety budget.

Sheriff - Safety (022710). Expenditures in this budget have been increased by $449,767 to cover the expenditures through the end of the fiscal year. Savings from the Sheriff budget, the Jail budget, the Jail-STC budget covered all but $150,000 of the increase. The General Fund Contingencies budget has been adjusted to cover the increase.

TTC - General (010500). Revenues in this budget have been increased by $2,674 to recognize actual revenue received and expenditures have been reduced by $34,075 to represent actual needed expenditures through the end of the year. This results in a contribution of $36,749 into General Fund Contingencies.

NON-GENERAL FUND BUDGETS:
Non-General Fund Budgets with Third Quarter changes are discussed below in addition to being identified in Attachment B:

Bishop Airport (150100). Revenues and expenditures have been increased by $186,067. There is no change to the Net Cost to Fund.

Capital Case - District Attorney (022420). Revenues and expenditures in this budget have been increased by $200,000 to cover additional expenses related to the trial date being moved. There is no change to the Net Cost to Fund.

Cannabis Regulation - General Operating (023301). Revenues and expenditures in this budget have been decreased by $750. There is no change to the Net Cost to Fund.

CAO-ACO (010201). Expenses in this budget have been increased by $400,000 in order to fund an operating transfer out to the Consolidated Office Building Budget. There is sufficient fund balance to cover the increased Net Cost to Fund.

Child Support (022501). Revenues in this budget have been increased by $1,137 and expenditures have been increased by $398. The Net Cost to Fund has been adjusted.

Clean CA Diaz Lake (670102). Expenditures in this budget have been decreased by $42,999 and the Net Cost to Fund has been adjusted accordingly.

Consolidated Office Building (011809). Revenues and expenditures in this budget have been increased by $400,000 to cover costs through the end of the year. There is no change to the Net Cost to Fund.

Deferred Maintenance (011501). Revenues and expenditures in this budget have been increased by $100,532 in order to fund two additional projects. There is no change to the Net Cost to Fund.

Drinking Driver Program (045312). The department increased revenues and expenditures by $1,035. There is no change to the Net Cost to Fund.

ELC 2 - Enhanced Lab Capacity (610390). The department increased revenues in this budget by $3,152 and decreased expenditures by $31. The Net Cost to Fund has been adjusted.

Emergency Preparedness (623824). Expenditures in this budget have been increased by $10,200 in order to fully recognize the grant expenditures. There is sufficient fund balance to cover the increased Net Cost to Fund.

ES Weed Management Grant (621300). Revenues in this budget have been increased by $6,657 and expenditures have been reduced by $7,559. The Net Cost to Fund has been adjusted.

ESAAA (683000). Revenue and expenditures in this budget have been increased by $103,208. There is no change to the Net Cost to Fund.

FIRST Program (055801). Expenditures in this budget have been increased by $225. There is sufficient fund balance to cover the increased Net Cost to Fund.

Illegal Cannabis Suppression (671507). Revenues and expenditures in this budget have been decreased by $5,000. There is no change to the Net Cost to Fund.

Inyo Mosquito Abatement (154101). The department decreased expenditures in this budget by $30,517. The Net Cost to Fund has been adjusted.

Lone Pine/Death Valley Airport (150500). Revenues and expenditures have been increased by $7,000 to cover expenses through the end of the fiscal year. There is no change to the Net Cost to Fund.

Lone Pine Lighting (800201). Expenditures in this budget have been increased by $48,000 to fund additional light pole replacements. There is sufficient fund balance to cover the increased Net Cost to Fund.

Motor Pool - Operating (200100). Revenues and expenditures in this budget have been increased by $101,500 to fund increases in fuel costs. There is no change to the Net Cost to Fund.

Motor Pool - Replacement (200200). Revenues in this budget have been increased by $2,000 and expenditures have been increased by $100,000 to fund an operating transfer into the operating budget for increased fuel expenses. There is sufficient fund balance to cover the increased Net Cost to Fund.

OES-VWAC 24-25 (620424). Revenues and expenditures have been decreased by $16,528. There is no change to the Net Cost to Fund.

Prop 1 - Water Infrastructure Improvement (152200). Revenues in this budget have been decreased by $279,000 as those funds were received in the prior fiscal year. There is sufficient fund balance to cover the increase to the Net Cost to Fund.

Recorders - Micrographic/System (023401). Revenue in this budget has been increased by $6,000. The Net Cost to Fund has been adjusted.

Recycling & Waste Management (045700). The department increased expenditures in this budget by $71,600. There is sufficient fund balance to cover the increased Net Cost to Fund.

Road (034600). Revenues and expenditures have been increased by $1,110,186 to cover additional projects though the end of the fiscal year. There is no change to the Net Cost to Fund.

Runway 12-30 Safety Area Improvement (630600). The department increased expenditures in this budget by $63,767. There is sufficient fund balance to cover the increase to the Net Cost to Fund.

State Funded Road (034601). Revenues in this budget have increased by $166,000. The Net Cost to Fund has been adjusted.

Transportation & Planning Trust (504605). The department decreased revenues in this budget by $48,868 and decreased expenditures by $94,605. The Net Cost to Fund has been adjusted.

FISCAL IMPACT:

Funding Source	General Fund / Non-General Fund / Grant Funded	**Budget Unit**	All County Budgets
Budgeted?	Yes	**Object Code**	All object codes
Recurrence	Annual Third Quarter Financial Review	**Sole Source?**	N/A

If Sole Source, provide justification below

Current Fiscal Year Impact
This is the standard annual Third Quarter Financial Review. Fiscal details can be found in the attached accompanying documents.
Future Fiscal Year Impacts
N/A

Additional Information

The immediate financial impacts to the County from this Third Quarter Financial Review are reflected in the discussion and recommendations above and included in Attachments A and B (Attachment A represents the General Fund Budget, 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:

None.

STRATEGIC PLAN ALIGNMENT:

County budgeting affects numerous Strategic Focus Areas.

APPROVALS:

Denelle Carrington	Created/Initiated - 05/15/2026
Darcy Israel	Approved - 05/15/2026
Denelle Carrington	Approved - 05/16/2026
Amy Shepherd	Approved - 05/18/2026
Denelle Carrington	Final Approval - 05/18/2026

ATTACHMENTS:

1. Attachment A - General Fund Income Statement and Budget Review
2. Attachment B - Non-General Fund Income Statement and Budget Review
3. Attachment C - FY 26-27 Draft Budget Calendar

County of Inyo

BUD023 - Income Statement - General Fund
3rd Quarter FY 2025-26

Run Date: 05/16/2026

	% of Budget	3rd Quarter Budget	Actual as of 3/31/26	% of Actual to Budget	YTD as of 3/31/25
REVENUES BY TYPE					
TAXES - PROPERTY	20.1%	19,326,000	11,767,363	60.8%	11,277,361
TAXES - OTHER	4.9%	4,755,000	2,505,690	52.6%	2,528,252
TAXES - SALES	2.0%	1,925,000	1,354,524	70.3%	1,150,235
LICENSES & PERMITS	0.9%	931,656	596,868	64.0%	477,043
FINES & FORFEITURES	1.1%	1,126,881	833,998	74.0%	650,136
RENTS & LEASES	0.0%	29,000	7,580	26.1%	28,995
REV USE OF MONEY & PROPERTY	1.7%	1,663,968	1,915,908	115.1%	918,571
AID FROM OTHER GOVT AGENCIES	38.7%	37,142,919	24,013,761	64.6%	23,556,467
CHARGES FOR CURRENT SERVICES	17.8%	17,149,543	9,247,731	53.9%	8,032,657
OTHER FINANCING SOURCES	12.1%	11,645,391	8,757,007	75.1%	5,996,499
OTHER REVENUE	0.1%	114,178	95,675	83.7%	92,965
Total Revenues by Type	100.0%	95,809,536	61,096,108	63.7%	54,709,187
EXPENDITURES BY OBJECT CATEGORY					
SALARIES & BENEFITS	61.5%	63,402,058	44,279,687	69.8%	40,015,451
SERVICES & SUPPLIES	17.7%	18,336,158	12,410,737	67.6%	7,960,552
INTERNAL CHARGES	9.7%	10,091,690	7,104,117	70.3%	6,952,883
OTHER CHARGES	5.5%	5,727,807	2,939,949	51.3%	4,731,778
DEBT SERVICE PRINCIPAL	0.0%	71,025	35,775	50.3%	35,419
DEBT SERVICE INTEREST	0.0%	3,076	1,274	41.4%	1,630
FIXED ASSETS	1.3%	1,388,877	525,360	37.8%	1,290,242
OTHER FINANCING USES	3.3%	3,499,329	481,729	13.7%	400,436
RESERVES	0.5%	558,804			
Total Expenditures	100.0%	103,078,824	67,778,631	65.7%	61,388,395
Change in Fund Balance		(7,269,288)	(6,682,522)	91.9%	(6,679,207)

County of Inyo

BUD023 - Income Statement - General Fund
3rd Quarter FY 2025-26

Run Date: 05/16/2026

	% of Budget	3rd Quarter Budget	Actual as of 3/31/26	% of Actual to Budget	YTD as of 3/31/25
EXPENDITURES BY DEPARTMENT					
AGRICULTURAL COMMISSIONER					
AGRICULTURAL COMM / SEALER	0.8%	889,006	650,965	73.2%	533,665
ASSESSOR					
ASSESSOR	1.5%	1,579,195	1,107,055	70.1%	947,594
AUDITOR - CONTROLLER					
AUDITOR CONTROLLER - GENERAL	2.0%	2,059,791	1,584,639	76.9%	1,103,620
GENERAL REVENUE & EXPENDITURES	3.3%	3,410,385	921,481	27.0%	2,603,078
BOARD OF SUPERVISORS					
BOARD OF SUPERVISORS	1.3%	1,369,585	861,488	62.9%	779,043
CAO CULTURAL SERVICES					
COUNTY LIBRARY	1.2%	1,240,626	639,689	51.5%	708,208
LAW LIBRARY	0.0%	20,000	1,588	7.9%	15,881
MUSEUM - GENERAL	0.4%	431,025	251,715	58.3%	246,918
CORONER					
CORONER	0.3%	317,528	245,577	77.3%	150,062
COUNTY ADMINISTRATIVE OFFICER					
ADVERTISING COUNTY RESOURCES	0.1%	164,175	134,650	82.0%	82,125
CAO - GENERAL	1.4%	1,514,731	917,989	60.6%	843,390
CAO ECONOMIC DEVELOPMENT	1.2%	1,300,175	965,037	74.2%	504,875
CONTINGENCIES - GENERAL	0.3%	373,749			
COUNTY MARKETING	0.0%	69,950	29,450	42.1%	24,450
EMS-EMERGENCY MED SERICES	0.3%	385,524	288,653	74.8%	181,977
ESCOG-OPERATING	0.1%	151,920	103,445	68.0%	90,744
GRANTS IN SUPPORT	0.1%	112,500	96,000	85.3%	73,942
INFORMATION SERVICES	4.0%	4,175,185	2,765,102	66.2%	2,375,312
OFFICE OF DISASTER SERVICES	0.2%	259,660	149	0.0%	82,606
PERSONNEL	1.7%	1,781,240	1,348,606	75.7%	789,522
PUBLIC DEFENDER	1.1%	1,165,302	915,103	78.5%	718,864
RISK MANAGEMENT	0.3%	410,962	221,080	53.7%	217,122
VETERANS SERVICE OFFICER	0.2%	228,239	168,000	73.6%	154,600
COUNTY CLERK					
COUNTY CLERK - GENERAL	0.4%	496,695	348,876	70.2%	379,836
ELECTIONS	0.7%	780,086	432,031	55.3%	411,875
COUNTY COUNSEL					
COUNTY COUNSEL	1.1%	1,184,443	833,497	70.3%	816,269
DISTRICT ATTORNEY					
DISTRICT ATTORNEY	1.6%	1,668,327	1,174,193	70.3%	1,060,416
DISTRICT ATTORNEY - SAFETY	0.9%	952,643	698,217	73.2%	616,945
ENVIRONMENTAL HEALTH					
ENVIRONMENTAL HEALTH - GENERAL	1.4%	1,505,839	1,075,647	71.4%	934,983
FARM ADVISOR					
FARM ADVISOR	0.1%	184,304	130,846	70.9%	111,516
HEALTH & HUMAN SERVICES					
BEHAVIORAL HEALTH SERVICES ACT	2.4%	2,504,012	1,295,566	51.7%	744,889
CALIFORNIA CHILD SERVICE-ADMIN	0.1%	134,556	93,769	69.6%	79,656
CALIFORNIA CHILDREN SERVICE	0.0%	28,800	8,702	30.2%	11,834
CHILD HLTH AND DISABILITY PREV	0.2%	283,516	89,489	31.5%	20,737

County of Inyo

BUD023 - Income Statement - General Fund
3rd Quarter FY 2025-26

Run Date: 05/16/2026

	% of Budget	3rd Quarter Budget	Actual as of 3/31/26	% of Actual to Budget	YTD as of 3/31/25
COMMUNITY MENTAL HEALTH	8.8%	9,079,816	6,175,327	68.0%	4,737,361
FOSTER CARE - GENERAL	1.0%	1,100,000	728,932	66.2%	825,538
GENERAL RELIEF	0.0%	100,469	47,619	47.3%	38,670
HEALTH - GENERAL	4.7%	4,874,742	2,918,002	59.8%	2,866,758
OPIOID SETTLEMENT	0.3%	315,000	98,674	31.3%	37,931
SOCIAL SERVICES - GENERAL	11.8%	12,224,912	7,653,235	62.6%	6,848,046
TANF (AFDC)	0.7%	776,723	386,057	49.7%	437,968
PERSONNEL					
INSURANCE, RETIREMENT, OASDI	5.1%	5,338,147	3,782,857	70.8%	3,313,767
PLANNING					
PLANNING & ZONING	1.6%	1,678,377	1,098,684	65.4%	730,930
PROBATION					
JUVENILE INSTITUTIONS	1.4%	1,529,382	1,002,675	65.5%	964,728
OUT OF COUNTY-JUVENILE HALL	0.3%	389,336	292,823	75.2%	188,593
PROBATION - GENERAL	2.6%	2,693,242	1,793,885	66.6%	1,634,395
PUBLIC ADMINISTRATOR					
PUBLIC ADMINISTRATOR	0.4%	440,629	300,230	68.1%	263,439
PUBLIC WORKS					
BUILDING & SAFETY	0.5%	588,462	396,139	67.3%	356,259
MAINTENANCE-BUILDING & GROUNDS	2.4%	2,523,117	1,785,592	70.7%	1,751,427
PARKS & RECREATION	2.0%	2,130,332	1,499,772	70.4%	1,256,769
PUBLIC WORKS	1.1%	1,172,487	841,867	71.8%	724,771
SHERIFF					
ANIMAL CONTROL - GENERAL	1.0%	1,058,653	753,278	71.1%	653,321
DNA	0.1%	132,202	57,202	43.2%	
JAIL - CAD RMS PROJECT	0.0%	99,267	31,013	31.2%	35,359
JAIL - GENERAL	3.8%	3,946,060	2,826,177	71.6%	2,752,197
JAIL - SAFETY PERSONNEL	1.5%	1,636,198	1,295,999	79.2%	1,340,042
JAIL - STC	0.0%	41,000	22,236	54.2%	6,217
JAIL SECURITY PROJECT	0.2%	242,601	163,824	67.5%	970,559
KITCHEN SERVICES	0.8%	837,407	588,707	70.3%	513,159
RAN	0.0%	89,475	22,848	25.5%	70,600
SEARCH & RESCUE	0.1%	165,000	51,452	31.1%	56,831
SHERIFF - GENERAL	4.0%	4,208,413	3,018,116	71.7%	2,829,185
SHERIFF - SAFETY PERSONNEL	9.0%	9,276,569	6,855,675	73.9%	6,016,948
TREASURER					
TTC GENERAL	1.1%	1,230,384	883,211	71.7%	746,804
TRIAL COURT					
GRAND JURY	0.0%	26,748	8,203	30.6%	3,242
	100.0%	103,078,824	67,778,631	65.7%	61,388,395

COUNTY OF INYO

BUD020 - THIRD QUARTER BUDGET REVIEW

AS OF DATE: 03/31/2026 **RUN DATE:** 05/16/2026

		Prior Actuals FY 2024-25	YTD Actuals FY 2025-26	Working Budget FY 2025-26	Third Quarter Budget FY 2025-26
AGRICULTURAL COMMISSIONER					
AG COMM/SEALER					
023300 AGRICULTURAL COMM / SEALER					
REVENUES					
4100	LICENSES & PERMITS	84,733	73,721	78,400	78,825
4400	AID FROM OTHER GOVT AGENCIES	404,245	383,690	414,501	414,501
4600	CHARGES FOR CURRENT SERVICES	123,994	2,700	100,542	105,230
4900	OTHER REVENUE			7,000	7,000
	TOTAL REVENUES	612,972	460,111	600,443	605,556
EXPENDITURES					
5000	SALARIES & BENEFITS	540,025	476,152	651,352	651,352
5100	SERVICES & SUPPLIES	46,597	36,684	55,230	53,968
5200	INTERNAL CHARGES	153,921	138,131	182,424	183,686
	TOTAL EXPENDITURES	740,543	650,967	889,006	889,006
	023300 NET COST	(127,571)	(190,856)	(288,563)	(283,450)
	AG COMM/SEALER NET COST	(127,571)	(190,856)	(288,563)	(283,450)
	AGRICULTURAL COMMISSIONER NET COST	(127,571)	(190,856)	(288,563)	(283,450)
ASSESSOR					
ASSESSOR					
010600 ASSESSOR					
REVENUES					
4800	OTHER FINANCING SOURCES			5,000	5,000
4900	OTHER REVENUE	5,399	5,300	6,000	6,000
	TOTAL REVENUES	5,399	5,300	11,000	11,000
EXPENDITURES					
5000	SALARIES & BENEFITS	1,199,142	998,457	1,390,189	1,390,189
5100	SERVICES & SUPPLIES	25,067	26,667	47,425	47,425
5200	INTERNAL CHARGES	129,165	81,931	141,581	141,581
	TOTAL EXPENDITURES	1,353,374	1,107,055	1,579,195	1,579,195
	010600 NET COST	(1,347,975)	(1,101,755)	(1,568,195)	(1,568,195)
	ASSESSOR NET COST	(1,347,975)	(1,101,755)	(1,568,195)	(1,568,195)
	ASSESSOR NET COST	(1,347,975)	(1,101,755)	(1,568,195)	(1,568,195)
AUDITOR - CONTROLLER					
AUDITOR-CONTROLLER					

COUNTY OF INYO

BUD020 - THIRD QUARTER BUDGET REVIEW

AS OF DATE: 03/31/2026 **RUN DATE:** 05/16/2026

		Prior Actuals FY 2024-25	YTD Actuals FY 2025-26	Working Budget FY 2025-26	Third Quarter Budget FY 2025-26
010400	**AUDITOR CONTROLLER - GENERAL**				
REVENUES					
4000	TAXES - PROPERTY	79,199	55,034	261,000	261,000
4060	TAXES - SALES	2,025,275	1,354,525	1,925,000	1,925,000
4600	CHARGES FOR CURRENT SERVICES	3,723,183	3,137,635	4,262,679	4,262,679
4900	OTHER REVENUE	780			
	TOTAL REVENUES	5,828,437	4,547,194	6,448,679	6,448,679
EXPENDITURES					
5000	SALARIES & BENEFITS	1,255,067	1,073,380	1,461,905	1,461,905
5100	SERVICES & SUPPLIES	162,300	431,234	490,049	490,049
5200	INTERNAL CHARGES	96,284	80,025	107,837	107,837
	TOTAL EXPENDITURES	1,513,651	1,584,639	2,059,791	2,059,791
	010400 NET COST	4,314,786	2,962,555	4,388,888	4,388,888
011900	**GENERAL REVENUE & EXPENDITURES**				
REVENUES					
4000	TAXES - PROPERTY	18,669,310	11,712,329	19,065,000	19,065,000
4050	TAXES - OTHER	5,276,276	2,431,973	4,650,000	4,650,000
4100	LICENSES & PERMITS	272,265	41,801	250,800	250,800
4200	FINES & FORFEITURES	887,428	754,814	880,000	880,000
4350	REV USE OF MONEY & PROPERTY	1,087,970	1,886,307	1,600,500	1,600,500
4400	AID FROM OTHER GOVT AGENCIES	10,023,001	8,025,441	9,817,675	9,817,675
4600	CHARGES FOR CURRENT SERVICES	219,653	181,715	225,000	225,000
4800	OTHER FINANCING SOURCES	2,412,462	2,491,567	2,501,982	2,501,982
4900	OTHER REVENUE	30,007	31,008	28,000	28,000
	TOTAL REVENUES	38,878,372	27,556,955	39,018,957	39,018,957
EXPENDITURES					
5100	SERVICES & SUPPLIES	105,421	10,062	127,161	127,161
5500	OTHER CHARGES	2,637,773	723,743	1,457,742	1,457,742
5800	OTHER FINANCING USES	2,244,159	187,678	1,625,482	1,825,482
	TOTAL EXPENDITURES	4,987,353	921,483	3,210,385	3,410,385
	011900 NET COST	33,891,019	26,635,472	35,808,572	35,608,572
	AUDITOR-CONTROLLER NET COST	38,205,805	29,598,027	40,197,460	39,997,460
	AUDITOR - CONTROLLER NET COST	38,205,805	29,598,027	40,197,460	39,997,460

BOARD OF SUPERVISORS

BOARD OF SUPERVISORS

010100 BOARD OF SUPERVISORS

COUNTY OF INYO

BUD020 - THIRD QUARTER BUDGET REVIEW

AS OF DATE: 03/31/2026 **RUN DATE:** 05/16/2026

		Prior Actuals FY 2024-25	YTD Actuals FY 2025-26	Working Budget FY 2025-26	Third Quarter Budget FY 2025-26
REVENUES					
4600	CHARGES FOR CURRENT SERVICES	410	1,210	480	480
4800	OTHER FINANCING SOURCES		14,500	194,500	194,500
4900	OTHER REVENUE	400			
	TOTAL REVENUES	810	15,710	194,980	194,980
EXPENDITURES					
5000	SALARIES & BENEFITS	893,860	701,418	961,440	963,727
5100	SERVICES & SUPPLIES	106,251	90,155	135,262	132,975
5200	INTERNAL CHARGES	68,353	55,416	78,383	78,383
5500	OTHER CHARGES		14,500	194,500	194,500
	TOTAL EXPENDITURES	1,068,464	861,489	1,369,585	1,369,585
	010100 NET COST	(1,067,654)	(845,779)	(1,174,605)	(1,174,605)
	BOARD OF SUPERVISORS NET COST	(1,067,654)	(845,779)	(1,174,605)	(1,174,605)
	BOARD OF SUPERVISORS NET COST	(1,067,654)	(845,779)	(1,174,605)	(1,174,605)
COUNTY ADMINISTRATIVE OFFICER					
ADVERTISING COUNTY RESOURCES					
011400	**ADVERTISING COUNTY RESOURCES**				
REVENUES					
	TOTAL REVENUES				
EXPENDITURES					
5100	SERVICES & SUPPLIES	80		500	500
5500	OTHER CHARGES	114,625	134,650	154,175	163,675
	TOTAL EXPENDITURES	114,705	134,650	154,675	164,175
	011400 NET COST	(114,705)	(134,650)	(154,675)	(164,175)
011402	**GRANTS IN SUPPORT**				
REVENUES					
	TOTAL REVENUES				
EXPENDITURES					
5100	SERVICES & SUPPLIES	3,000		3,000	3,000
5500	OTHER CHARGES	113,548	96,000	119,000	109,500
	TOTAL EXPENDITURES	116,548	96,000	122,000	112,500
	011402 NET COST	(116,548)	(96,000)	(122,000)	(112,500)

COUNTY OF INYO

BUD020 - THIRD QUARTER BUDGET REVIEW

AS OF DATE: 03/31/2026 **RUN DATE:** 05/16/2026

		Prior Actuals FY 2024-25	YTD Actuals FY 2025-26	Working Budget FY 2025-26	Third Quarter Budget FY 2025-26
011405 COUNTY MARKETING					
EXPENDITURES					
5100	SERVICES & SUPPLIES	40,000	5,000	45,500	45,500
5500	OTHER CHARGES	24,450	24,450	24,450	24,450
	TOTAL EXPENDITURES	64,450	29,450	69,950	69,950
	011405 NET COST	(64,450)	(29,450)	(69,950)	(69,950)
	ADVERTISING COUNTY RESOURCES NET COST	(295,703)	(260,100)	(346,625)	(346,625)
CONTINGENCIES					
087100 CONTINGENCIES - GENERAL					
EXPENDITURES					
5900	RESERVES			663,231	373,749
	TOTAL EXPENDITURES			663,231	373,749
	087100 NET COST			(663,231)	(373,749)
	CONTINGENCIES NET COST			(663,231)	(373,749)
COUNTY ADMINISTRATIVE OFFICER					
010200 CAO - GENERAL					
REVENUES					
4400	AID FROM OTHER GOVT AGENCIES	29,000			
4600	CHARGES FOR CURRENT SERVICES	8,000	7,000		7,000
4800	OTHER FINANCING SOURCES	128,253	94,070	207,000	111,070
4900	OTHER REVENUE	1,000			
	TOTAL REVENUES	166,253	101,070	207,000	118,070
EXPENDITURES					
5000	SALARIES & BENEFITS	905,375	832,612	1,317,364	1,228,915
5100	SERVICES & SUPPLIES	46,582	24,807	203,599	207,099
5200	INTERNAL CHARGES	92,138	60,571	89,698	78,717
	TOTAL EXPENDITURES	1,044,095	917,990	1,610,661	1,514,731
	010200 NET COST	(877,842)	(816,920)	(1,403,661)	(1,396,661)
011403 ESCOG-OPERATING					
REVENUES					
4400	AID FROM OTHER GOVT AGENCIES	71,983	86,313	126,920	126,920
	TOTAL REVENUES	71,983	86,313	126,920	126,920
EXPENDITURES					

		Prior Actuals FY 2024-25	YTD Actuals FY 2025-26	Working Budget FY 2025-26	Third Quarter Budget FY 2025-26
5000	SALARIES & BENEFITS	121,491	90,033	131,920	131,920
5100	SERVICES & SUPPLIES	504	484	1,255	1,255
5200	INTERNAL CHARGES	8,291	12,927	18,745	18,745
	TOTAL EXPENDITURES	130,286	103,444	151,920	151,920
	011403 NET COST	(58,303)	(17,131)	(25,000)	(25,000)
011404	**EMS-EMERGENCY MED SERICES**				
REVENUES					
4400	AID FROM OTHER GOVT AGENCIES	112,839	84,629	112,840	112,840
	TOTAL REVENUES	112,839	84,629	112,840	112,840
EXPENDITURES					
5100	SERVICES & SUPPLIES	254,028	254,028	270,524	270,524
5500	OTHER CHARGES	103,375	34,625	115,000	115,000
	TOTAL EXPENDITURES	357,403	288,653	385,524	385,524
	011404 NET COST	(244,564)	(204,024)	(272,684)	(272,684)
	COUNTY ADMINISTRATIVE OFFICER NET COST	(1,180,709)	(1,038,075)	(1,701,345)	(1,694,345)
ECONOMIC DEVELOPMENT					
010202	**CAO ECONOMIC DEVELOPMENT**				
REVENUES					
4400	AID FROM OTHER GOVT AGENCIES	54,469	174,235	180,000	180,000
4900	OTHER REVENUE	2,500	11		
	TOTAL REVENUES	56,969	174,246	180,000	180,000
EXPENDITURES					
5000	SALARIES & BENEFITS	281,211	215,641	303,675	304,385
5100	SERVICES & SUPPLIES	448,440	659,073	895,124	891,124
5200	INTERNAL CHARGES	25,394	22,074	33,128	36,418
5500	OTHER CHARGES	54,752	68,248	68,248	68,248
5600	FIXED ASSETS	18,188			
	TOTAL EXPENDITURES	827,985	965,036	1,300,175	1,300,175
	010202 NET COST	(771,016)	(790,790)	(1,120,175)	(1,120,175)
	ECONOMIC DEVELOPMENT NET COST	(771,016)	(790,790)	(1,120,175)	(1,120,175)
INFORMATION SERVICES					
011801	**INFORMATION SERVICES**				
REVENUES					

		Prior Actuals FY 2024-25	YTD Actuals FY 2025-26	Working Budget FY 2025-26	Third Quarter Budget FY 2025-26
4400	AID FROM OTHER GOVT AGENCIES		16,170		16,170
4600	CHARGES FOR CURRENT SERVICES	467,479	409,273	589,042	594,572
4800	OTHER FINANCING SOURCES			513,000	513,000
	TOTAL REVENUES	467,479	425,443	1,102,042	1,123,742
EXPENDITURES					
5000	SALARIES & BENEFITS	2,050,910	1,611,015	2,247,255	2,268,955
5100	SERVICES & SUPPLIES	996,528	1,026,368	1,219,584	1,219,684
5200	INTERNAL CHARGES	147,958	127,718	173,646	173,546
5600	FIXED ASSETS	(77,000)		513,000	513,000
	TOTAL EXPENDITURES	3,118,396	2,765,101	4,153,485	4,175,185
	011801 NET COST	(2,650,917)	(2,339,658)	(3,051,443)	(3,051,443)
	INFORMATION SERVICES NET COST	(2,650,917)	(2,339,658)	(3,051,443)	(3,051,443)
OFFICE OF DISASTER SERVICES					
023700	**OFFICE OF DISASTER SERVICES**				
REVENUES					
4400	AID FROM OTHER GOVT AGENCIES	135,061			
	TOTAL REVENUES	135,061			
EXPENDITURES					
5000	SALARIES & BENEFITS	103,609			
5100	SERVICES & SUPPLIES	7,178			
5200	INTERNAL CHARGES	6,760	149	500	500
5800	OTHER FINANCING USES	120,238		259,160	259,160
	TOTAL EXPENDITURES	237,785	149	259,660	259,660
	023700 NET COST	(102,724)	(149)	(259,660)	(259,660)
	OFFICE OF DISASTER SERVICES NET COST	(102,724)	(149)	(259,660)	(259,660)
PERSONNEL					
010800	**PERSONNEL**				
REVENUES					
4600	CHARGES FOR CURRENT SERVICES	18,015	18,000	18,000	18,000
4900	OTHER REVENUE	5,483			
	TOTAL REVENUES	23,498	18,000	18,000	18,000
EXPENDITURES					
5000	SALARIES & BENEFITS	623,772	490,619	675,673	675,673
5100	SERVICES & SUPPLIES	301,361	730,743	743,469	745,653
5200	INTERNAL CHARGES	117,551	127,245	177,043	174,859

		Prior Actuals FY 2024-25	YTD Actuals FY 2025-26	Working Budget FY 2025-26	Third Quarter Budget FY 2025-26
5900	RESERVES			224,088	185,055
	TOTAL EXPENDITURES	1,042,684	1,348,607	1,820,273	1,781,240
	010800 NET COST	(1,019,186)	(1,330,607)	(1,802,273)	(1,763,240)
	PERSONNEL NET COST	(1,019,186)	(1,330,607)	(1,802,273)	(1,763,240)
PUBLIC DEFENDER					
022600	**PUBLIC DEFENDER**				
REVENUES					
4400	AID FROM OTHER GOVT AGENCIES	201,045	119,988	190,000	190,000
4600	CHARGES FOR CURRENT SERVICES	85,907	61,413	81,884	81,884
	TOTAL REVENUES	286,952	181,401	271,884	271,884
EXPENDITURES					
5100	SERVICES & SUPPLIES	1,099,759	914,255	1,164,144	1,164,144
5200	INTERNAL CHARGES	239	848	1,158	1,158
	TOTAL EXPENDITURES	1,099,998	915,103	1,165,302	1,165,302
	022600 NET COST	(813,046)	(733,702)	(893,418)	(893,418)
	PUBLIC DEFENDER NET COST	(813,046)	(733,702)	(893,418)	(893,418)
RISK MANAGEMENT					
010900	**RISK MANAGEMENT**				
REVENUES					
4600	CHARGES FOR CURRENT SERVICES	298,813	349,954	466,604	466,604
4900	OTHER REVENUE	2,984	323		
	TOTAL REVENUES	301,797	350,277	466,604	466,604
EXPENDITURES					
5000	SALARIES & BENEFITS	248,929	185,063	318,500	318,500
5100	SERVICES & SUPPLIES	19,220	17,838	56,809	56,809
5200	INTERNAL CHARGES	33,648	18,179	35,653	35,653
	TOTAL EXPENDITURES	301,797	221,080	410,962	410,962
	010900 NET COST		129,197	55,642	55,642
	RISK MANAGEMENT NET COST		129,197	55,642	55,642
VETERANS SERVICE OFFICER					
056600	**VETERANS SERVICE OFFICER**				
REVENUES					

COUNTY OF INYO

BUD020 - THIRD QUARTER BUDGET REVIEW

AS OF DATE: 03/31/2026 **RUN DATE:** 05/16/2026

		Prior Actuals FY 2024-25	YTD Actuals FY 2025-26	Working Budget FY 2025-26	Third Quarter Budget FY 2025-26
4400	AID FROM OTHER GOVT AGENCIES	178,447	18,812	105,320	105,320
	TOTAL REVENUES	178,447	18,812	105,320	105,320
EXPENDITURES					
5000	SALARIES & BENEFITS	169,577	135,375	185,456	184,801
5100	SERVICES & SUPPLIES	5,959	7,987	9,482	9,612
5200	INTERNAL CHARGES	31,245	24,639	33,051	33,826
5500	OTHER CHARGES			250	
	TOTAL EXPENDITURES	206,781	168,001	228,239	228,239
	056600 NET COST	(28,334)	(149,189)	(122,919)	(122,919)
	VETERANS SERVICE OFFICER NET COST	(28,334)	(149,189)	(122,919)	(122,919)
	COUNTY ADMINISTRATIVE OFFICER NET COST	(6,861,635)	(6,513,073)	(9,905,447)	(9,569,932)

CAO CULTURAL SERVICES

COUNTY LIBRARY

066700 COUNTY LIBRARY

REVENUES

4400	AID FROM OTHER GOVT AGENCIES	54,521	13,205	12,739	13,205
4600	CHARGES FOR CURRENT SERVICES	330	396	300	396
4800	OTHER FINANCING SOURCES			45,593	45,593
4900	OTHER REVENUE	2,646	1,789	3,550	2,988
	TOTAL REVENUES	57,497	15,390	62,182	62,182
EXPENDITURES					
5000	SALARIES & BENEFITS	858,144	530,756	1,008,449	1,008,449
5100	SERVICES & SUPPLIES	88,014	10,333	67,790	67,790
5200	INTERNAL CHARGES	65,970	53,007	73,201	73,201
5600	FIXED ASSETS		45,593	91,186	91,186
	TOTAL EXPENDITURES	1,012,128	639,689	1,240,626	1,240,626
	066700 NET COST	(954,631)	(624,299)	(1,178,444)	(1,178,444)
	COUNTY LIBRARY NET COST	(954,631)	(624,299)	(1,178,444)	(1,178,444)

LAW LIBRARY

022300 LAW LIBRARY

REVENUES

4200	FINES & FORFEITURES	8,379		8,000	8,000
4800	OTHER FINANCING SOURCES	3,000			
	TOTAL REVENUES	11,379		8,000	8,000

COUNTY OF INYO

BUD020 - THIRD QUARTER BUDGET REVIEW

AS OF DATE: 03/31/2026 **RUN DATE:** 05/16/2026

		Prior Actuals FY 2024-25	YTD Actuals FY 2025-26	Working Budget FY 2025-26	Third Quarter Budget FY 2025-26
EXPENDITURES					
5100	SERVICES & SUPPLIES	21,282	1,588	20,000	20,000
	TOTAL EXPENDITURES	21,282	1,588	20,000	20,000
	022300 NET COST	(9,903)	(1,588)	(12,000)	(12,000)
	LAW LIBRARY NET COST	(9,903)	(1,588)	(12,000)	(12,000)
MUSEUM					
077000	**MUSEUM - GENERAL**				
REVENUES					
4400	AID FROM OTHER GOVT AGENCIES	10,700			
4600	CHARGES FOR CURRENT SERVICES	37	42	100	100
4800	OTHER FINANCING SOURCES	35,000			50,000
4900	OTHER REVENUE	17,694	6,449	24,000	24,000
	TOTAL REVENUES	63,431	6,491	24,100	74,100
EXPENDITURES					
5000	SALARIES & BENEFITS	284,133	226,464	316,176	316,176
5100	SERVICES & SUPPLIES	31,687	8,252	41,800	41,800
5200	INTERNAL CHARGES	19,484	17,001	23,049	23,049
5800	OTHER FINANCING USES				50,000
	TOTAL EXPENDITURES	335,304	251,717	381,025	431,025
	077000 NET COST	(271,873)	(245,226)	(356,925)	(356,925)
	MUSEUM NET COST	(271,873)	(245,226)	(356,925)	(356,925)
	CAO CULTURAL SERVICES NET COST	(1,236,407)	(871,113)	(1,547,369)	(1,547,369)
CORONER					
CORONER					
023500	**CORONER**				
REVENUES					
4600	CHARGES FOR CURRENT SERVICES	70	35		
	TOTAL REVENUES	70	35		
EXPENDITURES					
5000	SALARIES & BENEFITS	97,680	72,492	98,113	104,115
5100	SERVICES & SUPPLIES	122,546	167,628	206,989	206,037
5200	INTERNAL CHARGES	5,267	5,457	7,426	7,376
5600	FIXED ASSETS			5,000	
	TOTAL EXPENDITURES	225,493	245,577	317,528	317,528

COUNTY OF INYO

BUD020 - THIRD QUARTER BUDGET REVIEW

AS OF DATE: 03/31/2026 **RUN DATE:** 05/16/2026

		Prior Actuals FY 2024-25	YTD Actuals FY 2025-26	Working Budget FY 2025-26	Third Quarter Budget FY 2025-26
	023500 NET COST	(225,423)	(245,542)	(317,528)	(317,528)
	CORONER NET COST	(225,423)	(245,542)	(317,528)	(317,528)
	CORONER NET COST	(225,423)	(245,542)	(317,528)	(317,528)
COUNTY CLERK					
COUNTY CLERK					
010300	**COUNTY CLERK - GENERAL**				
REVENUES					
4050	TAXES - OTHER	107,645	73,718	105,000	105,000
4100	LICENSES & PERMITS	9,367	8,086	9,000	10,500
4600	CHARGES FOR CURRENT SERVICES	73,628	50,934	65,520	68,920
4900	OTHER REVENUE	5			
	TOTAL REVENUES	190,645	132,738	179,520	184,420
EXPENDITURES					
5000	SALARIES & BENEFITS	383,605	310,165	444,601	444,601
5100	SERVICES & SUPPLIES	7,790	8,209	11,785	11,785
5200	INTERNAL CHARGES	130,119	30,501	40,309	40,309
	TOTAL EXPENDITURES	521,514	348,875	496,695	496,695
	010300 NET COST	(330,869)	(216,137)	(317,175)	(312,275)
	COUNTY CLERK NET COST	(330,869)	(216,137)	(317,175)	(312,275)
ELECTIONS					
011000	**ELECTIONS**				
REVENUES					
4400	AID FROM OTHER GOVT AGENCIES		74,374	90,163	198,487
4600	CHARGES FOR CURRENT SERVICES	48,533	30,865	26,000	31,630
	TOTAL REVENUES	48,533	105,239	116,163	230,117
EXPENDITURES					
5000	SALARIES & BENEFITS	315,115	254,571	363,114	363,114
5100	SERVICES & SUPPLIES	144,711	140,833	242,624	242,624
5200	INTERNAL CHARGES	60,393	36,630	66,024	174,348
	TOTAL EXPENDITURES	520,219	432,034	671,762	780,086
	011000 NET COST	(471,686)	(326,795)	(555,599)	(549,969)
	ELECTIONS NET COST	(471,686)	(326,795)	(555,599)	(549,969)

COUNTY OF INYO

BUD020 - THIRD QUARTER BUDGET REVIEW

AS OF DATE: 03/31/2026 **RUN DATE:** 05/16/2026

	Prior Actuals FY 2024-25	YTD Actuals FY 2025-26	Working Budget FY 2025-26	Third Quarter Budget FY 2025-26
COUNTY CLERK NET COST	(802,555)	(542,932)	(872,774)	(862,244)
COUNTY COUNSEL				
COUNTY COUNSEL				
010700 COUNTY COUNSEL				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	29,681			
4600 CHARGES FOR CURRENT SERVICES	341,572	195,044	277,521	277,521
TOTAL REVENUES	371,253	195,044	277,521	277,521
EXPENDITURES				
5000 SALARIES & BENEFITS	884,856	554,418	854,213	854,213
5100 SERVICES & SUPPLIES	103,663	207,926	230,453	230,453
5200 INTERNAL CHARGES	88,114	71,151	99,777	99,777
TOTAL EXPENDITURES	1,076,633	833,495	1,184,443	1,184,443
010700 NET COST	(705,380)	(638,451)	(906,922)	(906,922)
COUNTY COUNSEL NET COST	(705,380)	(638,451)	(906,922)	(906,922)
COUNTY COUNSEL NET COST	(705,380)	(638,451)	(906,922)	(906,922)
DISTRICT ATTORNEY				
DISTRICT ATTORNEY				
022400 DISTRICT ATTORNEY				
REVENUES				
4200 FINES & FORFEITURES	2,581			
4400 AID FROM OTHER GOVT AGENCIES	261,921	166,219	255,500	255,500
4600 CHARGES FOR CURRENT SERVICES	36,714	19,872	47,800	47,800
4800 OTHER FINANCING SOURCES		750	5,000	65,000
TOTAL REVENUES	301,216	186,841	308,300	368,300
EXPENDITURES				
5000 SALARIES & BENEFITS	1,174,478	1,006,762	1,371,608	1,431,608
5100 SERVICES & SUPPLIES	91,068	67,139	95,993	95,993
5200 INTERNAL CHARGES	142,172	100,291	140,726	140,726
TOTAL EXPENDITURES	1,407,718	1,174,192	1,608,327	1,668,327
022400 NET COST	(1,106,502)	(987,351)	(1,300,027)	(1,300,027)
022410 DISTRICT ATTORNEY - SAFETY				
REVENUES				
4600 CHARGES FOR CURRENT SERVICES	31,828		65,000	65,000

COUNTY OF INYO

BUD020 - THIRD QUARTER BUDGET REVIEW

AS OF DATE: 03/31/2026 **RUN DATE:** 05/16/2026

		Prior Actuals FY 2024-25	YTD Actuals FY 2025-26	Working Budget FY 2025-26	Third Quarter Budget FY 2025-26
	TOTAL REVENUES	31,828		65,000	65,000
EXPENDITURES					
5000	SALARIES & BENEFITS	791,069	656,634	860,001	897,198
5200	INTERNAL CHARGES	33,645	41,584	55,445	55,445
	TOTAL EXPENDITURES	824,714	698,218	915,446	952,643
	022410 NET COST	(792,886)	(698,218)	(850,446)	(887,643)
	DISTRICT ATTORNEY NET COST	(1,899,388)	(1,685,569)	(2,150,473)	(2,187,670)
	DISTRICT ATTORNEY NET COST	(1,899,388)	(1,685,569)	(2,150,473)	(2,187,670)
ENVIRONMENTAL HEALTH					
ENVIRONMENTAL HEALTH					
045400	**ENVIRONMENTAL HEALTH - GENERAL**				
REVENUES					
4100	LICENSES & PERMITS	90,930	81,902	96,640	96,640
4400	AID FROM OTHER GOVT AGENCIES	623,008	486,112	682,711	682,711
4600	CHARGES FOR CURRENT SERVICES	259,424	226,036	291,350	291,350
	TOTAL REVENUES	973,362	794,050	1,070,701	1,070,701
EXPENDITURES					
5000	SALARIES & BENEFITS	943,922	832,431	1,155,522	1,155,522
5100	SERVICES & SUPPLIES	118,868	46,194	87,197	87,197
5200	INTERNAL CHARGES	261,434	197,024	263,120	263,120
	TOTAL EXPENDITURES	1,324,224	1,075,649	1,505,839	1,505,839
	045400 NET COST	(350,862)	(281,599)	(435,138)	(435,138)
	ENVIRONMENTAL HEALTH NET COST	(350,862)	(281,599)	(435,138)	(435,138)
	ENVIRONMENTAL HEALTH NET COST	(350,862)	(281,599)	(435,138)	(435,138)
FARM ADVISOR					
FARM ADVISOR					
066800	**FARM ADVISOR**				
REVENUES					
4400	AID FROM OTHER GOVT AGENCIES	50,652	51,109	51,450	51,450
	TOTAL REVENUES	50,652	51,109	51,450	51,450
EXPENDITURES					
5000	SALARIES & BENEFITS	94,777	76,245	101,280	103,116
5100	SERVICES & SUPPLIES	2,236	1,583	4,147	4,147

		Prior Actuals FY 2024-25	YTD Actuals FY 2025-26	Working Budget FY 2025-26	Third Quarter Budget FY 2025-26
5200	INTERNAL CHARGES	55,195	53,018	77,041	77,041
	TOTAL EXPENDITURES	152,208	130,846	182,468	184,304
	066800 NET COST	(101,556)	(79,737)	(131,018)	(132,854)
	FARM ADVISOR NET COST	(101,556)	(79,737)	(131,018)	(132,854)
	FARM ADVISOR NET COST	(101,556)	(79,737)	(131,018)	(132,854)
HEALTH & HUMAN SERVICES					
AID TO FAMILIES-DEPENDENT CHLD					
056300	**TANF (AFDC)**				
REVENUES					
4400	AID FROM OTHER GOVT AGENCIES	436,400	380,503	775,744	775,346
4800	OTHER FINANCING SOURCES	127,173			
4900	OTHER REVENUE	2,525	1,377	979	1,377
	TOTAL REVENUES	566,098	381,880	776,723	776,723
EXPENDITURES					
5500	OTHER CHARGES	566,097	386,058	776,723	776,723
	TOTAL EXPENDITURES	566,097	386,058	776,723	776,723
	056300 NET COST	1	(4,178)		
	AID TO FAMILIES-DEPENDENT CHLD NET COST	1	(4,178)		
COMMUNITY MENTAL HEALTH					
045200	**COMMUNITY MENTAL HEALTH**				
REVENUES					
4350	REV USE OF MONEY & PROPERTY	52,911	26,957	60,000	60,000
4400	AID FROM OTHER GOVT AGENCIES	2,995,363	1,874,311	1,497,321	1,597,321
4600	CHARGES FOR CURRENT SERVICES	552,381	1,027,573	3,727,464	3,727,464
4800	OTHER FINANCING SOURCES	3,281,400	3,112,309	3,671,174	3,671,174
4900	OTHER REVENUE	900			
	TOTAL REVENUES	6,882,955	6,041,150	8,955,959	9,055,959
EXPENDITURES					
5000	SALARIES & BENEFITS	3,875,795	3,288,640	4,852,820	4,852,820
5100	SERVICES & SUPPLIES	2,070,952	2,301,903	3,069,313	3,160,313
5200	INTERNAL CHARGES	680,331	502,466	661,070	670,070
5500	OTHER CHARGES	125,563	82,321	143,500	143,500
5600	FIXED ASSETS	75,919			
5800	OTHER FINANCING USES	8,628		253,113	253,113

		Prior Actuals FY 2024-25	YTD Actuals FY 2025-26	Working Budget FY 2025-26	Third Quarter Budget FY 2025-26
	TOTAL EXPENDITURES	6,837,188	6,175,330	8,979,816	9,079,816
	045200 NET COST	45,767	(134,180)	(23,857)	(23,857)
045201	**BEHAVIORAL HEALTH SERVICES ACT**				
REVENUES					
4400	AID FROM OTHER GOVT AGENCIES	1,132,504	1,000,000	2,504,012	2,504,012
	TOTAL REVENUES	1,132,504	1,000,000	2,504,012	2,504,012
EXPENDITURES					
5000	SALARIES & BENEFITS	859,554	724,887	1,266,724	1,266,724
5100	SERVICES & SUPPLIES	20,878	247,571	468,935	422,930
5200	INTERNAL CHARGES	251,807	321,416	444,386	490,391
5500	OTHER CHARGES	264	1,694	10,000	10,000
5800	OTHER FINANCING USES			313,967	313,967
	TOTAL EXPENDITURES	1,132,503	1,295,568	2,504,012	2,504,012
	045201 NET COST	1	(295,568)		
045202	**OPIOID SETTLEMENT**				
REVENUES					
4800	OTHER FINANCING SOURCES	41,423	88,751	315,000	315,000
	TOTAL REVENUES	41,423	88,751	315,000	315,000
EXPENDITURES					
5000	SALARIES & BENEFITS	35,849	8,998	119,272	119,272
5100	SERVICES & SUPPLIES	5,574	88,324	133,925	133,925
5200	INTERNAL CHARGES		1,352	1,803	1,803
5500	OTHER CHARGES			60,000	60,000
	TOTAL EXPENDITURES	41,423	98,674	315,000	315,000
	045202 NET COST		(9,923)		
	COMMUNITY MENTAL HEALTH NET COST	45,768	(439,671)	(23,857)	(23,857)
CRIPPLED CHILDREN SERVICE					
045500	**CALIFORNIA CHILDREN SERVICE**				
REVENUES					
4400	AID FROM OTHER GOVT AGENCIES	15,731	11,806	28,800	28,800
	TOTAL REVENUES	15,731	11,806	28,800	28,800
EXPENDITURES					
5000	SALARIES & BENEFITS	15,009	8,117	10,177	10,661

			Prior Actuals FY 2024-25	YTD Actuals FY 2025-26	Working Budget FY 2025-26	Third Quarter Budget FY 2025-26
	5100	SERVICES & SUPPLIES	45		17,841	17,357
	5200	INTERNAL CHARGES	679	586	782	782
		TOTAL EXPENDITURES	15,733	8,703	28,800	28,800
		045500 NET COST	(2)	3,103		
045501	**CALIFORNIA CHILD SERVICE-ADMIN**					
REVENUES						
	4400	AID FROM OTHER GOVT AGENCIES	145,274	76,019	134,556	134,556
		TOTAL REVENUES	145,274	76,019	134,556	134,556
EXPENDITURES						
	5000	SALARIES & BENEFITS	107,445	81,837	111,388	113,057
	5100	SERVICES & SUPPLIES	2,745	726	4,000	3,331
	5200	INTERNAL CHARGES	7,442	8,637	11,668	11,668
	5500	OTHER CHARGES	2,268	2,569	7,500	6,500
		TOTAL EXPENDITURES	119,900	93,769	134,556	134,556
		045501 NET COST	25,374	(17,750)		
		CRIPPLED CHILDREN SERVICE NET COST	25,372	(14,647)		
FOSTER CARE						
056400	**FOSTER CARE - GENERAL**					
REVENUES						
	4400	AID FROM OTHER GOVT AGENCIES	975,928	796,270	1,100,000	1,100,000
	4800	OTHER FINANCING SOURCES	116,470			
		TOTAL REVENUES	1,092,398	796,270	1,100,000	1,100,000
EXPENDITURES						
	5500	OTHER CHARGES	1,092,398	728,933	1,100,000	1,100,000
		TOTAL EXPENDITURES	1,092,398	728,933	1,100,000	1,100,000
		056400 NET COST		67,337		
		FOSTER CARE NET COST		67,337		
GENERAL RELIEF						
056500	**GENERAL RELIEF**					
REVENUES						
	4800	OTHER FINANCING SOURCES	524		496	496
	4900	OTHER REVENUE	243			

COUNTY OF INYO

BUD020 - THIRD QUARTER BUDGET REVIEW

AS OF DATE: 03/31/2026 **RUN DATE:** 05/16/2026

		Prior Actuals FY 2024-25	YTD Actuals FY 2025-26	Working Budget FY 2025-26	Third Quarter Budget FY 2025-26
	TOTAL REVENUES	767		496	496
EXPENDITURES					
5100	SERVICES & SUPPLIES	26,043	14,462	22,500	22,500
5500	OTHER CHARGES	47,344	33,157	77,969	77,969
	TOTAL EXPENDITURES	73,387	47,619	100,469	100,469
	056500 NET COST	(72,620)	(47,619)	(99,973)	(99,973)
	GENERAL RELIEF NET COST	(72,620)	(47,619)	(99,973)	(99,973)
HEALTH					
045100	**HEALTH - GENERAL**				
REVENUES					
4100	LICENSES & PERMITS	690	449	605	605
4200	FINES & FORFEITURES			12,500	12,500
4400	AID FROM OTHER GOVT AGENCIES	2,332,744	1,537,917	1,953,511	1,998,593
4600	CHARGES FOR CURRENT SERVICES	194,301	135,209	377,565	383,118
4800	OTHER FINANCING SOURCES	1,145,571	897,919	2,192,678	2,143,169
	TOTAL REVENUES	3,673,306	2,571,494	4,536,859	4,537,985
EXPENDITURES					
5000	SALARIES & BENEFITS	2,498,392	2,003,893	3,023,305	3,023,305
5100	SERVICES & SUPPLIES	578,298	331,126	947,353	947,353
5200	INTERNAL CHARGES	784,510	530,393	737,084	737,084
5500	OTHER CHARGES	95,960	40,966	127,000	127,000
5800	OTHER FINANCING USES	23,551	11,627	40,000	40,000
	TOTAL EXPENDITURES	3,980,711	2,918,005	4,874,742	4,874,742
	045100 NET COST	(307,405)	(346,511)	(337,883)	(336,757)
045102	**CHILD HLTH AND DISABILITY PREV**				
REVENUES					
4400	AID FROM OTHER GOVT AGENCIES	34,855	35,602	283,516	283,516
	TOTAL REVENUES	34,855	35,602	283,516	283,516
EXPENDITURES					
5000	SALARIES & BENEFITS	23,633	87,762	124,540	124,540
5100	SERVICES & SUPPLIES		1,154	139,486	139,486
5200	INTERNAL CHARGES	2,214	574	19,490	19,490
	TOTAL EXPENDITURES	25,847	89,490	283,516	283,516

COUNTY OF INYO

BUD020 - THIRD QUARTER BUDGET REVIEW

AS OF DATE: 03/31/2026 **RUN DATE:** 05/16/2026

		Prior Actuals FY 2024-25	YTD Actuals FY 2025-26	Working Budget FY 2025-26	Third Quarter Budget FY 2025-26
045102 NET COST		9,008	(53,888)		
HEALTH NET COST		(298,397)	(400,399)	(337,883)	(336,757)
SOCIAL SERVICE					
055800 SOCIAL SERVICES - GENERAL					
REVENUES					
4400	AID FROM OTHER GOVT AGENCIES	8,494,935	5,776,514	11,264,101	11,264,101
4800	OTHER FINANCING SOURCES	943,499	1,573,400	950,921	950,921
4900	OTHER REVENUE	711	9,890	9,890	9,890
TOTAL REVENUES		9,439,145	7,359,804	12,224,912	12,224,912
EXPENDITURES					
5000	SALARIES & BENEFITS	5,741,964	4,662,721	7,145,411	7,145,411
5100	SERVICES & SUPPLIES	789,649	921,355	1,391,770	1,333,746
5200	INTERNAL CHARGES	1,721,650	1,243,960	1,620,731	1,758,755
5500	OTHER CHARGES	832,855	543,382	1,310,000	1,230,000
5800	OTHER FINANCING USES	503,969	281,818	757,000	757,000
TOTAL EXPENDITURES		9,590,087	7,653,236	12,224,912	12,224,912
055800 NET COST		(150,942)	(293,432)		
SOCIAL SERVICE NET COST		(150,942)	(293,432)		
HEALTH & HUMAN SERVICES NET COST		(450,818)	(1,132,609)	(461,713)	(460,587)
PERSONNEL					
PERSONNEL					
011600 INSURANCE, RETIREMENT, OASDI					
REVENUES					
4600	CHARGES FOR CURRENT SERVICES	1,732,117	1,556,718	2,212,782	2,212,782
TOTAL REVENUES		1,732,117	1,556,718	2,212,782	2,212,782
EXPENDITURES					
5000	SALARIES & BENEFITS	4,078,544	3,439,432	4,899,618	4,899,618
5100	SERVICES & SUPPLIES	359,293	343,425	438,529	438,529
TOTAL EXPENDITURES		4,437,837	3,782,857	5,338,147	5,338,147
011600 NET COST		(2,705,720)	(2,226,139)	(3,125,365)	(3,125,365)
PERSONNEL NET COST		(2,705,720)	(2,226,139)	(3,125,365)	(3,125,365)

COUNTY OF INYO

BUD020 - THIRD QUARTER BUDGET REVIEW

AS OF DATE: 03/31/2026 **RUN DATE:** 05/16/2026

		Prior Actuals FY 2024-25	YTD Actuals FY 2025-26	Working Budget FY 2025-26	Third Quarter Budget FY 2025-26
	PERSONNEL NET COST	(2,705,720)	(2,226,139)	(3,125,365)	(3,125,365)
PLANNING					
PLANNING AND ZONING					
023800 PLANNING & ZONING					
REVENUES					
4100	LICENSES & PERMITS	30,600	17,100	25,000	25,000
4400	AID FROM OTHER GOVT AGENCIES	66,567	39,283	185,835	185,835
4600	CHARGES FOR CURRENT SERVICES	55,071	14,116	731,780	341,691
4800	OTHER FINANCING SOURCES		106,641		106,641
	TOTAL REVENUES	152,238	177,140	942,615	659,167
EXPENDITURES					
5000	SALARIES & BENEFITS	869,962	696,644	948,818	964,468
5100	SERVICES & SUPPLIES	88,884	326,244	902,510	603,535
5200	INTERNAL CHARGES	80,744	75,190	110,497	109,767
5800	OTHER FINANCING USES		607		607
	TOTAL EXPENDITURES	1,039,590	1,098,685	1,961,825	1,678,377
	023800 NET COST	(887,352)	(921,545)	(1,019,210)	(1,019,210)
	PLANNING AND ZONING NET COST	(887,352)	(921,545)	(1,019,210)	(1,019,210)
	PLANNING NET COST	(887,352)	(921,545)	(1,019,210)	(1,019,210)
PROBATION					
JUVENILE INSTITUIONS					
023100 JUVENILE INSTITUTIONS					
REVENUES					
4400	AID FROM OTHER GOVT AGENCIES	882,202	672,791	963,635	963,635
4800	OTHER FINANCING SOURCES	68,531	31,219		
	TOTAL REVENUES	950,733	704,010	963,635	963,635
EXPENDITURES					
5000	SALARIES & BENEFITS	1,049,422	833,276	1,235,275	1,220,575
5100	SERVICES & SUPPLIES	139,714	86,957	172,867	172,867
5200	INTERNAL CHARGES	105,068	80,335	114,940	114,940
5500	OTHER CHARGES			3,000	3,000
5600	FIXED ASSETS		2,108	18,000	18,000
	TOTAL EXPENDITURES	1,294,204	1,002,676	1,544,082	1,529,382
	023100 NET COST	(343,471)	(298,666)	(580,447)	(565,747)
023101 OUT OF COUNTY-JUVENILE HALL					

COUNTY OF INYO

BUD020 - THIRD QUARTER BUDGET REVIEW

AS OF DATE: 03/31/2026 **RUN DATE:** 05/16/2026

		Prior Actuals FY 2024-25	YTD Actuals FY 2025-26	Working Budget FY 2025-26	Third Quarter Budget FY 2025-26
REVENUES					
4800	OTHER FINANCING SOURCES			75,000	75,000
	TOTAL REVENUES			75,000	75,000
EXPENDITURES					
5000	SALARIES & BENEFITS	73,629	56,150	80,500	85,200
5100	SERVICES & SUPPLIES	207,681	227,314	288,136	288,136
5200	INTERNAL CHARGES	8,236	9,361	6,000	16,000
	TOTAL EXPENDITURES	289,546	292,825	374,636	389,336
	023101 NET COST	(289,546)	(292,825)	(299,636)	(314,336)
	JUVENILE INSTITUIONS NET COST	(633,017)	(591,491)	(880,083)	(880,083)
PROBATION					
023000	**PROBATION - GENERAL**				
REVENUES					
4400	AID FROM OTHER GOVT AGENCIES	623,922	269,377	629,015	629,015
4600	CHARGES FOR CURRENT SERVICES	438,700	211,259	685,045	685,045
4800	OTHER FINANCING SOURCES	10,073	51,696	100,000	100,000
	TOTAL REVENUES	1,072,695	532,332	1,414,060	1,414,060
EXPENDITURES					
5000	SALARIES & BENEFITS	1,693,185	1,325,541	1,889,792	1,889,792
5100	SERVICES & SUPPLIES	205,851	285,603	562,937	555,437
5200	INTERNAL CHARGES	298,332	182,742	240,513	248,013
	TOTAL EXPENDITURES	2,197,368	1,793,886	2,693,242	2,693,242
	023000 NET COST	(1,124,673)	(1,261,554)	(1,279,182)	(1,279,182)
	PROBATION NET COST	(1,124,673)	(1,261,554)	(1,279,182)	(1,279,182)
	PROBATION NET COST	(1,757,690)	(1,853,045)	(2,159,265)	(2,159,265)
PUBLIC ADMINISTRATOR					
PUBLIC ADMINISTRATOR					
023600	**PUBLIC ADMINISTRATOR**				
REVENUES					
4600	CHARGES FOR CURRENT SERVICES	6,635	8,127	11,000	11,000
	TOTAL REVENUES	6,635	8,127	11,000	11,000
EXPENDITURES					
5000	SALARIES & BENEFITS	323,127	266,674	376,963	376,963
5100	SERVICES & SUPPLIES	13,021	8,370	28,490	28,290

		Prior Actuals FY 2024-25	YTD Actuals FY 2025-26	Working Budget FY 2025-26	Third Quarter Budget FY 2025-26
5200	INTERNAL CHARGES	31,531	25,188	35,176	35,376
	TOTAL EXPENDITURES	367,679	300,232	440,629	440,629
	023600 NET COST	(361,044)	(292,105)	(429,629)	(429,629)
	PUBLIC ADMINISTRATOR NET COST	(361,044)	(292,105)	(429,629)	(429,629)
	PUBLIC ADMINISTRATOR NET COST	(361,044)	(292,105)	(429,629)	(429,629)
PUBLIC WORKS					
BUILDING & SAFETY					
023200	**BUILDING & SAFETY**				
REVENUES					
4100	LICENSES & PERMITS	321,092	353,518	351,686	441,686
4600	CHARGES FOR CURRENT SERVICES	75,292	37,500	75,000	75,000
4800	OTHER FINANCING SOURCES	4,893			
4900	OTHER REVENUE	151	3,540	150	150
	TOTAL REVENUES	401,428	394,558	426,836	516,836
EXPENDITURES					
5000	SALARIES & BENEFITS	417,601	325,012	433,958	454,958
5100	SERVICES & SUPPLIES	22,553	22,843	66,342	66,342
5200	INTERNAL CHARGES	61,534	48,284	67,162	67,162
	TOTAL EXPENDITURES	501,688	396,139	567,462	588,462
	023200 NET COST	(100,260)	(1,581)	(140,626)	(71,626)
	BUILDING & SAFETY NET COST	(100,260)	(1,581)	(140,626)	(71,626)
MAINTENANCE-BUILDINGS & GROUND					
011100	**MAINTENANCE-BUILDING & GROUNDS**				
REVENUES					
4350	REV USE OF MONEY & PROPERTY	1,442	1,100	1,500	1,500
4600	CHARGES FOR CURRENT SERVICES	638,066	411,130	738,341	738,341
4900	OTHER REVENUE	136			
	TOTAL REVENUES	639,644	412,230	739,841	739,841
EXPENDITURES					
5000	SALARIES & BENEFITS	1,129,926	863,230	1,270,750	1,210,450
5100	SERVICES & SUPPLIES	953,801	721,778	1,010,383	1,010,383
5200	INTERNAL CHARGES	212,682	163,536	228,183	228,183
5550	DEBT SERVICE PRINCIPAL	71,024	35,775	71,025	71,025
5560	DEBT SERVICE INTEREST	3,076	1,275	3,076	3,076

		Prior Actuals FY 2024-25	YTD Actuals FY 2025-26	Working Budget FY 2025-26	Third Quarter Budget FY 2025-26
	TOTAL EXPENDITURES	2,370,509	1,785,594	2,583,417	2,523,117
	011100 NET COST	(1,730,865)	(1,373,364)	(1,843,576)	(1,783,276)
	MAINTENANCE-BUILDINGS & GROUND NET COST	(1,730,865)	(1,373,364)	(1,843,576)	(1,783,276)
PARKS AND RECREATION					
076999	**PARKS & RECREATION**				
REVENUES					
4300	RENTS & LEASES	31,067	7,500	29,000	29,000
4350	REV USE OF MONEY & PROPERTY	1,960	1,545	1,968	1,968
4400	AID FROM OTHER GOVT AGENCIES	207,938	213,517	213,544	213,544
4600	CHARGES FOR CURRENT SERVICES	454,742	263,671	411,000	432,000
4800	OTHER FINANCING SOURCES	65,369		403,900	403,900
4900	OTHER REVENUE	214	236	400	400
	TOTAL REVENUES	761,290	486,469	1,059,812	1,080,812
EXPENDITURES					
5000	SALARIES & BENEFITS	784,524	588,082	891,507	891,507
5100	SERVICES & SUPPLIES	452,368	302,135	465,832	465,067
5200	INTERNAL CHARGES	495,477	289,690	384,074	384,074
5500	OTHER CHARGES	33,548	24,655	60,000	60,000
5600	FIXED ASSETS	163,952	295,213	328,919	329,684
	TOTAL EXPENDITURES	1,929,869	1,499,775	2,130,332	2,130,332
	076999 NET COST	(1,168,579)	(1,013,306)	(1,070,520)	(1,049,520)
	PARKS AND RECREATION NET COST	(1,168,579)	(1,013,306)	(1,070,520)	(1,049,520)
PUBLIC WORKS					
011500	**PUBLIC WORKS**				
REVENUES					
4600	CHARGES FOR CURRENT SERVICES	393,572	207,998	569,800	330,100
	TOTAL REVENUES	393,572	207,998	569,800	330,100
EXPENDITURES					
5000	SALARIES & BENEFITS	928,698	765,232	1,155,617	1,066,217
5100	SERVICES & SUPPLIES	43,868	29,673	43,443	43,443
5200	INTERNAL CHARGES	43,924	46,963	62,827	62,827
	TOTAL EXPENDITURES	1,016,490	841,868	1,261,887	1,172,487
	011500 NET COST	(622,918)	(633,870)	(692,087)	(842,387)

		Prior Actuals FY 2024-25	YTD Actuals FY 2025-26	Working Budget FY 2025-26	Third Quarter Budget FY 2025-26
	PUBLIC WORKS NET COST	(622,918)	(633,870)	(692,087)	(842,387)
	PUBLIC WORKS NET COST	(3,622,622)	(3,022,121)	(3,746,809)	(3,746,809)
SHERIFF					
ANIMAL CONTROL					
023900	**ANIMAL CONTROL - GENERAL**				
REVENUES					
4100	LICENSES & PERMITS	16,434	13,472	18,000	18,000
4200	FINES & FORFEITURES	6,067	3,776	10,000	10,000
4400	AID FROM OTHER GOVT AGENCIES	379,801	321,894	442,000	442,000
4800	OTHER FINANCING SOURCES	20,000			
4900	OTHER REVENUE	410	6,860	200	3,860
	TOTAL REVENUES	422,712	346,002	470,200	473,860
EXPENDITURES					
5000	SALARIES & BENEFITS	648,066	552,455	747,512	764,766
5100	SERVICES & SUPPLIES	93,534	87,938	130,984	133,398
5200	INTERNAL CHARGES	164,910	112,886	174,789	160,489
	TOTAL EXPENDITURES	906,510	753,279	1,053,285	1,058,653
	023900 NET COST	(483,798)	(407,277)	(583,085)	(584,793)
	ANIMAL CONTROL NET COST	(483,798)	(407,277)	(583,085)	(584,793)
JAIL					
022701	**KITCHEN SERVICES**				
REVENUES					
4600	CHARGES FOR CURRENT SERVICES	20,000		72,000	72,000
4800	OTHER FINANCING SOURCES	12,000			
	TOTAL REVENUES	32,000		72,000	72,000
EXPENDITURES					
5000	SALARIES & BENEFITS	364,132	304,412	419,797	405,935
5100	SERVICES & SUPPLIES	307,892	271,281	346,760	370,710
5200	INTERNAL CHARGES	16,986	13,012	17,350	17,350
5600	FIXED ASSETS	17,550		53,500	43,412
	TOTAL EXPENDITURES	706,560	588,705	837,407	837,407
	022701 NET COST	(674,560)	(588,705)	(765,407)	(765,407)
022900	**JAIL - GENERAL**				
REVENUES					
4300	RENTS & LEASES		80		

COUNTY OF INYO

BUD020 - THIRD QUARTER BUDGET REVIEW

AS OF DATE: 03/31/2026 **RUN DATE:** 05/16/2026

		Prior Actuals FY 2024-25	YTD Actuals FY 2025-26	Working Budget FY 2025-26	Third Quarter Budget FY 2025-26
4400	AID FROM OTHER GOVT AGENCIES	1,068,947	462,271	1,181,848	1,181,848
4600	CHARGES FOR CURRENT SERVICES	239,851	26,152	702,500	702,500
4800	OTHER FINANCING SOURCES	309,984	82,142	121,497	121,497
4900	OTHER REVENUE	800			
	TOTAL REVENUES	1,619,582	570,645	2,005,845	2,005,845
EXPENDITURES					
5000	SALARIES & BENEFITS	3,099,995	2,502,823	3,531,143	3,375,552
5100	SERVICES & SUPPLIES	174,393	116,171	311,138	278,127
5200	INTERNAL CHARGES	306,583	180,484	243,214	242,381
5600	FIXED ASSETS	151,273	26,700	100,600	50,000
	TOTAL EXPENDITURES	3,732,244	2,826,178	4,186,095	3,946,060
	022900 NET COST	(2,112,662)	(2,255,533)	(2,180,250)	(1,940,215)
022910	**JAIL - SAFETY PERSONNEL**				
REVENUES					
4400	AID FROM OTHER GOVT AGENCIES	429,147	208,992	460,660	460,660
4600	CHARGES FOR CURRENT SERVICES	487	221	330	330
4800	OTHER FINANCING SOURCES	1,584	36,350		
	TOTAL REVENUES	431,218	245,563	460,990	460,990
EXPENDITURES					
5000	SALARIES & BENEFITS	1,441,151	1,231,114	1,549,513	1,549,988
5100	SERVICES & SUPPLIES	2,286	1,748	2,500	2,025
5200	INTERNAL CHARGES	226,224	63,139	84,185	84,185
	TOTAL EXPENDITURES	1,669,661	1,296,001	1,636,198	1,636,198
	022910 NET COST	(1,238,443)	(1,050,438)	(1,175,208)	(1,175,208)
022920	**JAIL - STC**				
REVENUES					
4400	AID FROM OTHER GOVT AGENCIES	17,067	16,400	18,900	18,900
	TOTAL REVENUES	17,067	16,400	18,900	18,900
EXPENDITURES					
5100	SERVICES & SUPPLIES	69,693	22,237	56,400	41,000
	TOTAL EXPENDITURES	69,693	22,237	56,400	41,000
	022920 NET COST	(52,626)	(5,837)	(37,500)	(22,100)
022950	**JAIL - CAD RMS PROJECT**				
REVENUES					

		Prior Actuals FY 2024-25	YTD Actuals FY 2025-26	Working Budget FY 2025-26	Third Quarter Budget FY 2025-26
4400	AID FROM OTHER GOVT AGENCIES	35,359		67,000	67,000
4800	OTHER FINANCING SOURCES		31,013	32,267	32,267
	TOTAL REVENUES	35,359	31,013	99,267	99,267
EXPENDITURES					
5100	SERVICES & SUPPLIES	35,359	31,013	99,267	99,267
	TOTAL EXPENDITURES	35,359	31,013	99,267	99,267
	022950 NET COST				
	JAIL NET COST	(4,078,291)	(3,900,513)	(4,158,365)	(3,902,930)
SHERIFF					
022700	**SHERIFF - GENERAL**				
REVENUES					
4100	LICENSES & PERMITS	9,796	6,821	9,600	9,600
4200	FINES & FORFEITURES	2,217	2,029	2,000	2,000
4400	AID FROM OTHER GOVT AGENCIES	1,183,715	590,624	1,079,258	1,088,958
4600	CHARGES FOR CURRENT SERVICES	114,847	109,238	108,002	108,426
4800	OTHER FINANCING SOURCES	18,191	138,009	153,009	153,009
4900	OTHER REVENUE	3,770	304	19	323
	TOTAL REVENUES	1,332,536	847,025	1,351,888	1,362,316
EXPENDITURES					
5000	SALARIES & BENEFITS	1,877,883	1,467,501	2,005,225	1,981,748
5100	SERVICES & SUPPLIES	516,130	485,987	769,519	637,065
5200	INTERNAL CHARGES	1,497,171	1,052,066	1,456,281	1,566,600
5600	FIXED ASSETS	576,098	12,562	13,000	23,000
	TOTAL EXPENDITURES	4,467,282	3,018,116	4,244,025	4,208,413
	022700 NET COST	(3,134,746)	(2,171,091)	(2,892,137)	(2,846,097)
022703	**SEARCH & RESCUE**				
REVENUES					
4400	AID FROM OTHER GOVT AGENCIES	50,900			
	TOTAL REVENUES	50,900			
EXPENDITURES					
5100	SERVICES & SUPPLIES	39,925	30,870	42,106	42,106
5600	FIXED ASSETS	107,499	20,584	122,894	122,894
	TOTAL EXPENDITURES	147,424	51,454	165,000	165,000

		Prior Actuals FY 2024-25	YTD Actuals FY 2025-26	Working Budget FY 2025-26	Third Quarter Budget FY 2025-26
	022703 NET COST	(96,524)	(51,454)	(165,000)	(165,000)
022706	**JAIL SECURITY PROJECT**				
REVENUES					
4400	AID FROM OTHER GOVT AGENCIES	49,180	29,371	40,500	40,500
4600	CHARGES FOR CURRENT SERVICES	1,256,071			
4800	OTHER FINANCING SOURCES			79,500	79,500
	TOTAL REVENUES	1,305,251	29,371	120,000	120,000
EXPENDITURES					
5100	SERVICES & SUPPLIES	70,934	41,223	120,000	120,000
5600	FIXED ASSETS	1,133,471	122,601	122,601	122,601
	TOTAL EXPENDITURES	1,204,405	163,824	242,601	242,601
	022706 NET COST	100,846	(134,453)	(122,601)	(122,601)
022710	**SHERIFF - SAFETY PERSONNEL**				
REVENUES					
4600	CHARGES FOR CURRENT SERVICES	68,323	55,241	133,671	133,671
4800	OTHER FINANCING SOURCES	32,588			
	TOTAL REVENUES	100,911	55,241	133,671	133,671
EXPENDITURES					
5000	SALARIES & BENEFITS	7,150,264	6,196,387	7,946,170	8,396,937
5100	SERVICES & SUPPLIES	2,495	314	2,000	1,000
5200	INTERNAL CHARGES	883,337	658,974	878,632	878,632
	TOTAL EXPENDITURES	8,036,096	6,855,675	8,826,802	9,276,569
	022710 NET COST	(7,935,185)	(6,800,434)	(8,693,131)	(9,142,898)
056605	**DNA**				
REVENUES					
4200	FINES & FORFEITURES	8,241	57,202	132,202	132,202
	TOTAL REVENUES	8,241	57,202	132,202	132,202
EXPENDITURES					
5100	SERVICES & SUPPLIES			50,000	50,000
5200	INTERNAL CHARGES		57,202	57,202	57,202
5600	FIXED ASSETS			25,000	25,000
	TOTAL EXPENDITURES		57,202	132,202	132,202

COUNTY OF INYO

BUD020 - THIRD QUARTER BUDGET REVIEW

AS OF DATE: 03/31/2026 **RUN DATE:** 05/16/2026

		Prior Actuals FY 2024-25	YTD Actuals FY 2025-26	Working Budget FY 2025-26	Third Quarter Budget FY 2025-26
	056605 NET COST	8,241			
056610 RAN					
REVENUES					
4200	FINES & FORFEITURES	20,500	16,177	89,475	82,179
4800	OTHER FINANCING SOURCES	80,998	6,672		6,672
4900	OTHER REVENUE		624		624
	TOTAL REVENUES	101,498	23,473	89,475	89,475
EXPENDITURES					
5100	SERVICES & SUPPLIES	41,995	17,177	39,375	33,703
5200	INTERNAL CHARGES		5,672		5,672
5500	OTHER CHARGES	2,300			
5600	FIXED ASSETS	57,406		50,100	50,100
	TOTAL EXPENDITURES	101,701	22,849	89,475	89,475
	056610 NET COST	(203)	624		
	SHERIFF NET COST	(11,057,571)	(9,156,808)	(11,872,869)	(12,276,596)
	SHERIFF NET COST	(15,619,660)	(13,464,598)	(16,614,319)	(16,764,319)
TREASURER					
TREASURER/TAX COLLECTOR					
010500 TTC GENERAL					
REVENUES					
4600	CHARGES FOR CURRENT SERVICES	774,833	491,455	651,560	651,909
4900	OTHER REVENUE	36,922	27,966	27,241	29,566
	TOTAL REVENUES	811,755	519,421	678,801	681,475
EXPENDITURES					
5000	SALARIES & BENEFITS	855,943	668,169	953,410	953,160
5100	SERVICES & SUPPLIES	93,266	147,895	219,161	183,579
5200	INTERNAL CHARGES	66,741	67,150	91,888	93,645
	TOTAL EXPENDITURES	1,015,950	883,214	1,264,459	1,230,384
	010500 NET COST	(204,195)	(363,793)	(585,658)	(548,909)
	TREASURER/TAX COLLECTOR NET COST	(204,195)	(363,793)	(585,658)	(548,909)
	TREASURER NET COST	(204,195)	(363,793)	(585,658)	(548,909)
TRIAL COURT					

COUNTY OF INYO

BUD020 - THIRD QUARTER BUDGET REVIEW

AS OF DATE: 03/31/2026 **RUN DATE:** 05/16/2026

		Prior Actuals FY 2024-25	YTD Actuals FY 2025-26	Working Budget FY 2025-26	Third Quarter Budget FY 2025-26
GRAND JURY					
022000	**GRAND JURY**				
EXPENDITURES					
5100	SERVICES & SUPPLIES	3,195	856	17,000	16,900
5200	INTERNAL CHARGES	47	7,348	9,748	9,848
	TOTAL EXPENDITURES	3,242	8,204	26,748	26,748
	022000 NET COST	(3,242)	(8,204)	(26,748)	(26,748)
	GRAND JURY NET COST	(3,242)	(8,204)	(26,748)	(26,748)
	TRIAL COURT NET COST	(3,242)	(8,204)	(26,748)	(26,748)
	TOTAL NET COST	(2,132,944)	(6,682,538)	(7,269,288)	(7,269,288)

County of Inyo

BUD023 - Income Statement - Non-General Fund
3rd Quarter FY 2025-26

Run Date: 05/16/2026

	% of Budget	3rd Quarter Budget	Actual as of 3/31/26	% of Actual to Budget	YTD as of 3/31/25
REVENUES BY TYPE					
TAXES - PROPERTY	0.1%	76,531	63,750	83.3%	61,386
TAXES - SALES	3.0%	1,932,046	1,323,958	68.5%	1,245,179
LICENSES & PERMITS	0.8%	570,000	334,100	58.6%	274,321
FINES & FORFEITURES	0.0%	5,000	2,331	46.6%	1,249
RENTS & LEASES	0.8%	513,033	454,604	88.6%	323,529
REV USE OF MONEY & PROPERTY	0.8%	534,207	1,533,947	287.1%	704,837
AID FROM OTHER GOVT AGENCIES	53.2%	33,822,027	15,209,734	44.9%	14,313,220
CHARGES FOR CURRENT SERVICES	23.4%	14,885,920	11,084,980	74.4%	9,957,165
OTHER FINANCING SOURCES	17.0%	10,816,679	1,616,309	14.9%	1,532,452
OTHER REVENUE	0.6%	381,303	58,410	15.3%	129,974
Total Revenues by Type	100.0%	63,536,746	31,682,128	49.8%	28,543,316
EXPENDITURES BY OBJECT CATEGORY					
SALARIES & BENEFITS	22.1%	18,390,361	12,106,086	65.8%	11,077,649
SERVICES & SUPPLIES	35.8%	29,730,709	16,216,748	54.5%	12,120,757
INTERNAL CHARGES	8.5%	7,077,575	3,802,213	53.7%	3,091,377
OTHER CHARGES	2.5%	2,130,424	856,303	40.1%	1,367,360
DEBT SERVICE PRINCIPAL					26,525
DEBT SERVICE INTEREST					225
FIXED ASSETS	20.5%	17,085,237	7,524,998	44.0%	6,486,023
OTHER FINANCING USES	10.3%	8,594,278	2,997,449	34.8%	3,220,764
Total Expenditures	100.0%	83,008,584	43,503,799	52.4%	37,390,683
Change in Fund Balance		(19,471,838)	(11,821,670)	60.7%	(8,847,367)

County of Inyo

BUD023 - Income Statement - Non-General Fund
3rd Quarter FY 2025-26

Run Date: 05/16/2026

	% of Budget	3rd Quarter Budget	Actual as of 3/31/26	% of Actual to Budget	YTD as of 3/31/25
EXPENDITURES BY DEPARTMENT					
AGRICULTURAL COMMISSIONER					
CANNABIS REGULATION-GENERAL OP	0.2%	202,319	138,686	68.5%	102,173
ES WEED MANAGEMENT GRANT	0.1%	143,931	91,173	63.3%	104,647
INYO MOSQUITO ABATEMENT	0.9%	752,931	538,713	71.5%	428,269
AUDITOR - CONTROLLER					
AC-CALPERS REFUNDING SF					1,000,000
AUDITOR CONTROLLER - GEN RESV					
AUDITOR CONTROLLER GEOTHERMAL	0.3%	281,041			
AUDITOR-CONTROLLER - ECON STAB	0.6%	500,000	500,000	100.0%	
IFAS UPGRADE	0.1%	127,026	103,143	81.1%	18,570
PILT TRUST	3.0%	2,491,567	2,491,567	100.0%	2,411,949
CAO CULTURAL SERVICES					
CALIFORNIA MUSEUM GRNT 2022	0.3%	300,000	29,160	9.7%	
CHILD SUPPORT SERVICES					
CHILD SUPPORT SERVICES	1.6%	1,406,603	1,029,305	73.1%	918,191
COUNTY ADMINISTRATIVE OFFICER					
ABATEMENT	0.0%	30,000	249	0.8%	
AMERICAN RESCUE PLAN ACT-2021	0.8%	700,000			250,000
CAL FIRE CO COORDINATOR GRANT	0.1%	151,500	87,795	57.9%	
CAO - ACO	0.8%	679,991			797
CAO-GENERAL RELIEF FUND	0.1%	91,795	6,795	7.4%	
CAPITAL CASE FUND	0.8%	700,000	307,528	43.9%	
CO- RADIO COMMUNICATION FUND	0.6%	538,087	419,804	78.0%	490,230
COMPUTER SYSTEMS FUND	0.5%	484,776	92,275	19.0%	36,476
COMPUTER UPGRADE	1.1%	924,725	393,449	42.5%	205,831
CONSOLIDATED OFFICE BUILDING	1.8%	1,532,338	815,026	53.1%	553,338
COUNTY LIABILITY TRUST	4.2%	3,491,851	2,053,339	58.8%	1,657,080
EMERGENCY PREPAREDNESS 23-24					10,021
EMERGENCY PREPAREDNESS 24-25	0.0%	45,200	10,324	22.8%	147,576
EMERGENCY PREPAREDNESS 25-26	0.3%	259,560	121,561	46.8%	
FISH & GAME	0.0%	7,760	6,966	89.7%	2,420
FUEL REDUCTION PARKS & CAMP	0.2%	202,976			
FUEL REDUCTION VOUCHERS	0.1%	119,005			
GREAT BASIN APC GRANT					
HOMELAND SECURITY 21-22	0.0%	39,000	16,275	41.7%	10,407
HOMELAND SECURITY 22-23	0.0%	4,350			14,676
HOMELAND SECURITY 23-24	0.0%	33,854	655	1.9%	24,492
HOMELAND SECURITY 24-25	0.0%	81,113	7,500	9.2%	9,110
HOMELAND SECURITY 25-26	0.1%	92,381			
IMBC-INYO MONO BROADBAND	0.2%	200,000	104,070	52.0%	20,418
LATA-LOCAL AGENCY TECH ASST					440,000
LATCF	1.5%	1,300,000			250,000
MEDICAL MALPRACTICE TRUST	0.2%	225,530	136,449	60.5%	134,292
MOTOR POOL OPERATING	3.6%	2,994,902	1,895,006	63.2%	1,710,151
MOTOR POOL REPLACEMENT	1.5%	1,260,000	15,311	1.2%	47,866
NATURAL RESOURCE DEVELOPMENT	0.1%	137,017	11,516	8.4%	8,105
PHLA-REHAB & ADU/JADU LOANS	0.4%	386,915			

	% of Budget	3rd Quarter Budget	Actual as of 3/31/26	% of Actual to Budget	YTD as of 3/31/25
PROPERTY TAX UPGRADE	0.0%	35,000			
PURCHASING REVOLVING	0.2%	175,000	6,860	3.9%	6,595
SOUTHERN INYO FIRE GRANT	0.0%	50,000			6,162
USDA-RURAL DEV UTILITIES GRANT	0.1%	110,500	93,500	84.6%	
WORKERS COMPENSATION TRUST	2.5%	2,088,559	1,808,463	86.5%	2,151,862
COUNTY CLERK					
RECORDERS MICROGRAPHIC/SYSTEM	0.2%	223,871	127,452	56.9%	65,433
DISTRICT ATTORNEY					
CAPITAL CASE- DISTRICT ATTORNY	0.4%	400,000			
OES-VWAC 23-24					87,015
OES-VWAC 24-25	0.0%	62,242	62,238	99.9%	124,226
OES-VWAC 25-26	0.2%	207,000	136,686	66.0%	
FARM ADVISOR					
LEASE RENTAL	0.0%	6,000			
RANGE IMPROVEMENT	0.0%	6,000			
HEALTH & HUMAN SERVICES					
CA HOME VISTING PROGRAM	0.4%	412,058	250,122	60.7%	152,312
CBCAP	0.0%	28,302	13,868	49.0%	29,922
COC - CONTINUUM OF CARE	1.3%	1,159,887	149,060	12.8%	476,269
DRINKING DRIVER PROGRAM	0.2%	176,076	100,040	56.8%	111,818
ELC-2 ENHANCED LAB CAPICITY			31		111,912
ESAAA	3.3%	2,775,375	1,774,056	63.9%	1,561,765
FIRST FIVE COMMISSION	0.5%	489,773	318,083	64.9%	405,479
FIRST PROGRAM	0.8%	734,125	477,230	65.0%	419,815
LOCAL ORAL HEALTH PROGRAM	0.2%	175,160	65,249	37.2%	22,379
MATERNAL CHILD HEALTH 23-24					
MATERNAL CHILD HEALTH 24-25					176,178
MATERNAL CHILD HEALTH 25-26	0.2%	235,360	153,298	65.1%	
SUBSTANCE USE DISORDERS	1.3%	1,144,265	588,217	51.4%	612,058
TOBACCO TAX GRANT 22-25	0.4%	408,276	229,747	56.2%	187,866
WOMEN INFANTS & CHILDREN 23-24					133,292
WOMEN INFANTS & CHILDREN 24-25	0.1%	161,005	146,558	91.0%	254,858
WOMEN INFANTS & CHILDREN 25-26	0.5%	467,112	269,585	57.7%	
WORK INVESTMENT ACT 23-24					
WORK INVESTMENT ACT 24-25					40,727
WORK INVESTMENT ACT 25-26	0.2%	184,328	123,302	66.8%	
PLANNING					
YUCCA MOUNTAIN OVERSIGHT	0.3%	294,072	195,665	66.5%	15,568
PROBATION					
CalAIM PATH3-JI GRANT	2.7%	2,250,000	89,250	3.9%	
CRIMINAL JUSTICE-REALIGNMENT	3.2%	2,669,330	588,578	22.0%	455,717
PROP 64 PUBLIC HEALTH & SAFEY					31,730
PUBLIC WORKS					
ARFF & SNOW EQUIPMENT PROJECT	0.3%	319,390	3,024	0.9%	613
BIG PINE LIGHTING	0.0%	29,309	9,416	32.1%	17,451
BISHOP AIR REHAB RUNWAY 12-30					
BISHOP AIRPORT	3.9%	3,248,749	2,538,924	78.1%	2,377,697
BISHOP AIRPORT - SPECIAL					
BISHOP AIRPORT IMPROVE-PRJ	0.2%	210,571	171,126	81.2%	

County of Inyo

BUD023 - Income Statement - Non-General Fund
3rd Quarter FY 2025-26

Run Date: 05/16/2026

	% of Budget	3rd Quarter Budget	Actual as of 3/31/26	% of Actual to Budget	YTD as of 3/31/25
BISHOP AIRPRT COMM SER TERMINA	0.5%	426,009	60,653	14.2%	5,598
CLEAN CA DIAZ LAKE	1.7%	1,414,999	882,083	62.3%	2,800
COUNTY SERVICE AREA #2	0.1%	142,240	131,700	92.5%	12,377
INDEPENDENCE AIRPORT	0.0%	16,135	5,508	34.1%	2,338
INDEPENDENCE AIRPORT - SPECIAL	0.0%	10,540	7,880	74.7%	7,320
INDEPENDENCE AIRPORT IMPROVE					
INDEPENDENCE LIGHTING	0.0%	26,208	6,687	25.5%	11,974
LONE PINE LIGHTING	0.1%	95,114	16,402	17.2%	19,275
LONE PINE/DEATH VALLEY AIR-SP	0.0%	10,500	7,902	75.2%	7,557
LONE PINE/DEATH VALLEY AIRPORT	0.1%	159,849	127,009	79.4%	77,048
LP WATER MAIN & SER LAT DESIGN	0.4%	381,361	5,609	1.4%	
LP/DV AIRPORT IMPROVEMENT					105,057
PROP 1-WATER INFRASTRUCTURE IM	0.6%	558,000	563,437	100.9%	
PUBLIC WORKS - DEFERRED MAINT	4.0%	3,324,948	811,765	24.4%	771,291
PW-COURT HOUSE REHAB DEF MAINT	0.1%	95,000			999,616
RECYCLING & WASTE CAPITAL IMPR	0.4%	357,000			400,844
RECYCLING & WASTE MGMT	8.3%	6,924,735	5,025,464	72.5%	3,212,137
ROAD	18.3%	15,193,033	9,370,250	61.6%	6,397,484
ROAD PROJECTS - STATE FUNDED	2.4%	2,016,991	391,421	19.4%	1,412,428
RUNWAY 12-30 GROOVING PROJECT	0.0%	54,538	84,067	154.1%	359,963
RUNWAY 12-30 SAFETY AREA IMPRO	1.8%	1,538,047	1,437,748	93.4%	6,334
SHOSHONE AIRPORT - SPECIAL	0.0%	6,300	434	6.9%	360
TECOPA LAGOON PHASE 2	0.0%	63,415	24,498	38.6%	84,017
TRANSPORTATION & PLANNING TRST	1.2%	1,066,100	407,027	38.1%	394,411
WATER SYSTEMS	2.0%	1,671,890	347,538	20.7%	463,139
SHERIFF					
CALMET TASK FORCE	0.1%	106,588	76,013	71.3%	68,996
FERAL CAT GRANT					2,260
ILLEGAL CANNABIS SUPRESSION	0.0%	15,000	2,768	18.4%	
OFF HWY VEHICLE GRANT 12-13					549
OFF HWY VEHICLE GRANT 13-14					10,379
OFF HWY VEHICLE GRANT 14-15					1,529
OFF HWY VEHICLE GRANT 18-19					20,129
OFF HWY VEHICLE GRANT 23-24					
OFF HWY VEHICLE GRANT 24-25					
OFF HWY VEHICLE GRANT 25-26	0.0%	42,333	42	0.0%	
WATER					
OWENS RIVER WATER TRAIL GRANT	0.6%	500,032			
SALT CEDAR PROJECT	0.2%	230,168	156,950	68.1%	102,442
WATER DEPARTMENT	3.2%	2,704,772	1,639,643	60.6%	1,387,195
	100.0%	83,008,584	43,503,799	52.4%	37,390,683

COUNTY OF INYO

BUD020 - THIRD QUARTER BUDGET REVIEW

AS OF DATE: 03/31/2026 **RUN DATE:** 05/16/2026

		Prior Actuals FY 2024-25	YTD Actuals FY 2025-26	Working Budget FY 2025-26	Third Quarter Budget FY 2025-26
AGRICULTURAL COMMISSIONER					
AG COMM/SEALER					
023301 CANNABIS REGULATION-GENERAL OP					
REVENUES					
4600	CHARGES FOR CURRENT SERVICES	131,774	156,268	203,069	202,319
	TOTAL REVENUES	131,774	156,268	203,069	202,319
EXPENDITURES					
5000	SALARIES & BENEFITS	84,841	113,846	167,058	166,588
5100	SERVICES & SUPPLIES	2,091	7,768	11,406	11,056
5200	INTERNAL CHARGES	44,980	17,075	24,605	24,675
	TOTAL EXPENDITURES	131,912	138,689	203,069	202,319
	023301 NET COST	(138)	17,579		
621300 ES WEED MANAGEMENT GRANT					
REVENUES					
4350	REV USE OF MONEY & PROPERTY	2,135	3,892	1,800	2,650
4400	AID FROM OTHER GOVT AGENCIES	84,604	57,819	144,190	144,190
4600	CHARGES FOR CURRENT SERVICES	26,653	25,077	25,077	30,884
	TOTAL REVENUES	113,392	86,788	171,067	177,724
EXPENDITURES					
5000	SALARIES & BENEFITS	63,879	61,432	98,092	92,093
5100	SERVICES & SUPPLIES	10,168	7,676	19,270	20,310
5200	INTERNAL CHARGES	43,988	22,068	34,128	31,528
5600	FIXED ASSETS	12,185			
	TOTAL EXPENDITURES	130,220	91,176	151,490	143,931
	621300 NET COST	(16,828)	(4,388)	19,577	33,793
	AG COMM/SEALER NET COST	(16,966)	13,191	19,577	33,793
MOSQUITO CONTROL					
154101 INYO MOSQUITO ABATEMENT					
REVENUES					
4350	REV USE OF MONEY & PROPERTY	3,986	5,576	3,500	4,300
4400	AID FROM OTHER GOVT AGENCIES	38,659	7,808	60,000	59,200
4600	CHARGES FOR CURRENT SERVICES	511,314	320,662	500,000	500,000
	TOTAL REVENUES	553,959	334,046	563,500	563,500
EXPENDITURES					
5000	SALARIES & BENEFITS	451,873	301,914	457,228	429,175
5100	SERVICES & SUPPLIES	81,254	74,444	100,040	98,126

	Prior Actuals FY 2024-25	YTD Actuals FY 2025-26	Working Budget FY 2025-26	Third Quarter Budget FY 2025-26
5200 INTERNAL CHARGES	111,312	162,356	226,180	225,630
TOTAL EXPENDITURES	644,439	538,714	783,448	752,931
154101 NET COST	(90,480)	(204,668)	(219,948)	(189,431)
MOSQUITO CONTROL NET COST	(90,480)	(204,668)	(219,948)	(189,431)
AGRICULTURAL COMMISSIONER NET COST	(107,446)	(191,477)	(200,371)	(155,638)
AUDITOR - CONTROLLER				
AUDITOR-CONTROLLER				
010404 AC-CALPERS REFUNDING SF				
REVENUES				
TOTAL REVENUES				
EXPENDITURES				
5500 OTHER CHARGES	1,000,000			
TOTAL EXPENDITURES	1,000,000			
010404 NET COST	(1,000,000)			
010405 AUDITOR CONTROLLER - GEN RESV				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	135,659	268,364	75,000	75,000
TOTAL REVENUES	135,659	268,364	75,000	75,000
010405 NET COST	135,659	268,364	75,000	75,000
010406 AUDITOR CONTROLLER GEOTHERMAL				
REVENUES				
4300 RENTS & LEASES	16,684	41,227		
TOTAL REVENUES	16,684	41,227		
EXPENDITURES				
5800 OTHER FINANCING USES	317,051		281,041	281,041
TOTAL EXPENDITURES	317,051		281,041	281,041
010406 NET COST	(300,367)	41,227	(281,041)	(281,041)
010407 AUDITOR-CONTROLLER - ECON STAB				
REVENUES				
4350 REV USE OF MONEY & PROPERTY	79,782	150,361	50,000	50,000

COUNTY OF INYO

BUD020 - THIRD QUARTER BUDGET REVIEW

AS OF DATE: 03/31/2026 **RUN DATE:** 05/16/2026

	Prior Actuals FY 2024-25	YTD Actuals FY 2025-26	Working Budget FY 2025-26	Third Quarter Budget FY 2025-26
TOTAL REVENUES	79,782	150,361	50,000	50,000
EXPENDITURES				
5500 OTHER CHARGES		500,000	500,000	500,000
TOTAL EXPENDITURES		500,000	500,000	500,000
010407 NET COST	79,782	(349,639)	(450,000)	(450,000)
500458 PILT TRUST				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	2,491,567			
TOTAL REVENUES	2,491,567			
EXPENDITURES				
5800 OTHER FINANCING USES	2,411,949	2,491,567	2,491,567	2,491,567
TOTAL EXPENDITURES	2,411,949	2,491,567	2,491,567	2,491,567
500458 NET COST	79,618	(2,491,567)	(2,491,567)	(2,491,567)
AUDITOR-CONTROLLER NET COST	(1,005,308)	(2,531,615)	(3,147,608)	(3,147,608)
INFORMATION SERVICES				
011806 IFAS UPGRADE				
EXPENDITURES				
5100 SERVICES & SUPPLIES		361	75,361	75,361
5600 FIXED ASSETS	19,335	102,782	51,665	51,665
TOTAL EXPENDITURES	19,335	103,143	127,026	127,026
011806 NET COST	(19,335)	(103,143)	(127,026)	(127,026)
INFORMATION SERVICES NET COST	(19,335)	(103,143)	(127,026)	(127,026)
AUDITOR - CONTROLLER NET COST	(1,024,643)	(2,634,758)	(3,274,634)	(3,274,634)
COUNTY ADMINISTRATIVE OFFICER				
AUDITOR-CONTROLLER				
011804 PROPERTY TAX UPGRADE				
REVENUES				
TOTAL REVENUES				
EXPENDITURES				
5100 SERVICES & SUPPLIES			35,000	35,000

		Prior Actuals FY 2024-25	YTD Actuals FY 2025-26	Working Budget FY 2025-26	Third Quarter Budget FY 2025-26
	TOTAL EXPENDITURES			35,000	35,000
	011804 NET COST			(35,000)	(35,000)
	AUDITOR-CONTROLLER NET COST			(35,000)	(35,000)
COUNTY ADMINISTRATIVE OFFICER					
010201 CAO - ACO					
REVENUES					
4350	REV USE OF MONEY & PROPERTY		31,750		
4800	OTHER FINANCING SOURCES	400,000		7,500	7,500
4900	OTHER REVENUE	1			
	TOTAL REVENUES	400,001	31,750	7,500	7,500
EXPENDITURES					
5100	SERVICES & SUPPLIES			175,000	175,000
5200	INTERNAL CHARGES	2,110			
5800	OTHER FINANCING USES	55,000		104,991	504,991
	TOTAL EXPENDITURES	57,110		279,991	679,991
	010201 NET COST	342,891	31,750	(272,491)	(672,491)
010204 NATURAL RESOURCE DEVELOPMENT					
REVENUES					
4600	CHARGES FOR CURRENT SERVICES	7,500			
	TOTAL REVENUES	7,500			
EXPENDITURES					
5100	SERVICES & SUPPLIES	8,105	11,517	129,517	129,517
5800	OTHER FINANCING USES			7,500	7,500
	TOTAL EXPENDITURES	8,105	11,517	137,017	137,017
	010204 NET COST	(605)	(11,517)	(137,017)	(137,017)
010403 ABATEMENT					
REVENUES					
	TOTAL REVENUES				
EXPENDITURES					
5100	SERVICES & SUPPLIES		249	30,000	30,000
	TOTAL EXPENDITURES		249	30,000	30,000

COUNTY OF INYO

BUD020 - THIRD QUARTER BUDGET REVIEW

AS OF DATE: 03/31/2026 **RUN DATE:** 05/16/2026

		Prior Actuals FY 2024-25	YTD Actuals FY 2025-26	Working Budget FY 2025-26	Third Quarter Budget FY 2025-26
	010403 NET COST		(249)	(30,000)	(30,000)
011809	**CONSOLIDATED OFFICE BUILDING**				
REVENUES					
4600	CHARGES FOR CURRENT SERVICES	360,097	272,334	367,286	367,286
4800	OTHER FINANCING SOURCES	391,453	165,724	395,873	795,873
	TOTAL REVENUES	751,550	438,058	763,159	1,163,159
EXPENDITURES					
5000	SALARIES & BENEFITS	94,753	74,149	106,273	109,332
5100	SERVICES & SUPPLIES	661,253	736,796	1,020,625	1,417,566
5200	INTERNAL CHARGES	4,252	4,080	5,440	5,440
	TOTAL EXPENDITURES	760,258	815,025	1,132,338	1,532,338
	011809 NET COST	(8,708)	(376,967)	(369,179)	(369,179)
024200	**FISH & GAME**				
REVENUES					
4200	FINES & FORFEITURES	2,272	2,332	5,000	5,000
	TOTAL REVENUES	2,272	2,332	5,000	5,000
EXPENDITURES					
5100	SERVICES & SUPPLIES	3,076	1,966	2,760	2,760
5500	OTHER CHARGES		5,000	5,000	5,000
	TOTAL EXPENDITURES	3,076	6,966	7,760	7,760
	024200 NET COST	(804)	(4,634)	(2,760)	(2,760)
610189	**GREAT BASIN APC GRANT**				
REVENUES					
4350	REV USE OF MONEY & PROPERTY	430	861		
	TOTAL REVENUES	430	861		
EXPENDITURES					
	TOTAL EXPENDITURES				
	610189 NET COST	430	861		
612200	**LATA-LOCAL AGENCY TECH ASST**				
REVENUES					
4400	AID FROM OTHER GOVT AGENCIES	456,011			

		Prior Actuals FY 2024-25	YTD Actuals FY 2025-26	Working Budget FY 2025-26	Third Quarter Budget FY 2025-26
	TOTAL REVENUES	456,011			
EXPENDITURES					
5100	SERVICES & SUPPLIES	440,000			
	TOTAL EXPENDITURES	440,000			
	612200 NET COST	16,011			
612201	**SOUTHERN INYO FIRE GRANT**				
REVENUES					
4350	REV USE OF MONEY & PROPERTY	(19)	(138)		
	TOTAL REVENUES	(19)	(138)		
EXPENDITURES					
5100	SERVICES & SUPPLIES			50,000	50,000
5600	FIXED ASSETS	6,162			
	TOTAL EXPENDITURES	6,162		50,000	50,000
	612201 NET COST	(6,181)	(138)	(50,000)	(50,000)
612300	**IMBC-INYO MONO BROADBAND**				
REVENUES					
4400	AID FROM OTHER GOVT AGENCIES	309,910	94,070	200,000	200,000
	TOTAL REVENUES	309,910	94,070	200,000	200,000
EXPENDITURES					
5000	SALARIES & BENEFITS				84,949
5100	SERVICES & SUPPLIES	10,000	10,000	10,000	10,000
5200	INTERNAL CHARGES				10,981
5800	OTHER FINANCING USES	128,253	94,070	190,000	94,070
	TOTAL EXPENDITURES	138,253	104,070	200,000	200,000
	612300 NET COST	171,657	(10,000)		
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	93,500
5800	OTHER FINANCING USES			17,000	17,000

		Prior Actuals FY 2024-25	YTD Actuals FY 2025-26	Working Budget FY 2025-26	Third Quarter Budget FY 2025-26
	TOTAL EXPENDITURES		93,500	110,500	110,500
	612301 NET COST		(93,500)		
612302	**CAL FIRE CO COORDINATOR GRANT**				
REVENUES					
4400	AID FROM OTHER GOVT AGENCIES		29,126	151,500	151,500
	TOTAL REVENUES		29,126	151,500	151,500
EXPENDITURES					
5000	SALARIES & BENEFITS	523	81,164	112,253	113,712
5100	SERVICES & SUPPLIES		974	26,703	25,244
5200	INTERNAL CHARGES		5,658	12,544	12,544
	TOTAL EXPENDITURES	523	87,796	151,500	151,500
	612302 NET COST	(523)	(58,670)		
612303	**FUEL REDUCTION PARKS & CAMP**				
REVENUES					
4400	AID FROM OTHER GOVT AGENCIES			202,976	202,976
	TOTAL REVENUES			202,976	202,976
EXPENDITURES					
5100	SERVICES & SUPPLIES			35,676	35,676
5200	INTERNAL CHARGES			17,300	17,300
5600	FIXED ASSETS			150,000	150,000
	TOTAL EXPENDITURES			202,976	202,976
	612303 NET COST				
612304	**FUEL REDUCTION VOUCHERS**				
REVENUES					
4400	AID FROM OTHER GOVT AGENCIES			119,005	119,005
	TOTAL REVENUES			119,005	119,005
EXPENDITURES					
5100	SERVICES & SUPPLIES			111,550	111,550
5200	INTERNAL CHARGES			7,455	7,455
	TOTAL EXPENDITURES			119,005	119,005
	612304 NET COST				

		Prior Actuals FY 2024-25	YTD Actuals FY 2025-26	Working Budget FY 2025-26	Third Quarter Budget FY 2025-26
640299 LATCF					
REVENUES					
4350	REV USE OF MONEY & PROPERTY	137,640	264,262		
	TOTAL REVENUES	137,640	264,262		
EXPENDITURES					
5500	OTHER CHARGES	250,000			
5800	OTHER FINANCING USES	40,000		1,300,000	1,300,000
	TOTAL EXPENDITURES	290,000		1,300,000	1,300,000
	640299 NET COST	(152,360)	264,262	(1,300,000)	(1,300,000)
642100 PHLA-REHAB & ADU/JADU LOANS					
REVENUES					
4350	REV USE OF MONEY & PROPERTY	2,246	9,264		
4400	AID FROM OTHER GOVT AGENCIES	166,285	220,630		
	TOTAL REVENUES	168,531	229,894		
EXPENDITURES					
5100	SERVICES & SUPPLIES			35,000	35,000
5500	OTHER CHARGES			351,915	351,915
	TOTAL EXPENDITURES			386,915	386,915
	642100 NET COST	168,531	229,894	(386,915)	(386,915)
650200 AMERICAN RESCUE PLAN ACT-2021					
REVENUES					
4350	REV USE OF MONEY & PROPERTY	48,351	43,037		
	TOTAL REVENUES	48,351	43,037		
EXPENDITURES					
5100	SERVICES & SUPPLIES	250,000		500,000	500,000
5800	OTHER FINANCING USES	1,446,801		200,000	200,000
	TOTAL EXPENDITURES	1,696,801		700,000	700,000
	650200 NET COST	(1,648,450)	43,037	(700,000)	(700,000)
	COUNTY ADMINISTRATIVE OFFICER NET COST	(1,118,111)	14,129	(3,248,362)	(3,648,362)
INFORMATION SERVICES					
011808 COMPUTER UPGRADE					
REVENUES					
4600	CHARGES FOR CURRENT SERVICES	594,100	507,287	682,872	682,872

COUNTY OF INYO

BUD020 - THIRD QUARTER BUDGET REVIEW

AS OF DATE: 03/31/2026 **RUN DATE:** 05/16/2026

		Prior Actuals FY 2024-25	YTD Actuals FY 2025-26	Working Budget FY 2025-26	Third Quarter Budget FY 2025-26
	TOTAL REVENUES	594,100	507,287	682,872	682,872
EXPENDITURES					
5100	SERVICES & SUPPLIES	291,731	381,865	872,640	872,640
5200	INTERNAL CHARGES	(233)			
5550	DEBT SERVICE PRINCIPAL	115,266			
5560	DEBT SERVICE INTEREST	7,614			
5600	FIXED ASSETS	61,600	11,585	52,085	52,085
	TOTAL EXPENDITURES	475,978	393,450	924,725	924,725
	011808 NET COST	118,122	113,837	(241,853)	(241,853)
011810	**CO- RADIO COMMUNICATION FUND**				
REVENUES					
4350	REV USE OF MONEY & PROPERTY	(2,129)	(5,688)		
4600	CHARGES FOR CURRENT SERVICES	453,266	228,612	294,479	294,479
4800	OTHER FINANCING SOURCES	99,591	53,118	148,600	148,600
	TOTAL REVENUES	550,728	276,042	443,079	443,079
EXPENDITURES					
5100	SERVICES & SUPPLIES	566,906	419,804	498,087	498,087
5600	FIXED ASSETS	71,434		40,000	40,000
	TOTAL EXPENDITURES	638,340	419,804	538,087	538,087
	011810 NET COST	(87,612)	(143,762)	(95,008)	(95,008)
699900	**COMPUTER SYSTEMS FUND**				
EXPENDITURES					
5800	OTHER FINANCING USES	104,336	92,275	484,776	484,776
	TOTAL EXPENDITURES	104,336	92,275	484,776	484,776
	699900 NET COST	(104,336)	(92,275)	(484,776)	(484,776)
	INFORMATION SERVICES NET COST	(73,826)	(122,200)	(821,637)	(821,637)
MOTOR POOL					
200100	**MOTOR POOL OPERATING**				
REVENUES					
4350	REV USE OF MONEY & PROPERTY	13,632	16,130	12,000	14,000
4600	CHARGES FOR CURRENT SERVICES	2,139,992	1,534,045	2,100,500	2,100,000
4800	OTHER FINANCING SOURCES	940,500		740,000	840,000
4900	OTHER REVENUE	(30,566)		15,000	15,000

COUNTY OF INYO

BUD020 - THIRD QUARTER BUDGET REVIEW

AS OF DATE: 03/31/2026 **RUN DATE:** 05/16/2026

		Prior Actuals FY 2024-25	YTD Actuals FY 2025-26	Working Budget FY 2025-26	Third Quarter Budget FY 2025-26
	TOTAL REVENUES	3,063,558	1,550,175	2,867,500	2,969,000
EXPENDITURES					
5000	SALARIES & BENEFITS	369,023	238,389	350,808	350,283
5100	SERVICES & SUPPLIES	944,441	1,402,844	1,884,702	2,184,727
5200	INTERNAL CHARGES	120,619	58,388	84,867	86,867
5600	FIXED ASSETS	(75,127)	195,387	573,025	373,025
	TOTAL EXPENDITURES	1,358,956	1,895,008	2,893,402	2,994,902
	200100 NET COST	1,704,602	(344,833)	(25,902)	(25,902)
200200	**MOTOR POOL REPLACEMENT**				
REVENUES					
4350	REV USE OF MONEY & PROPERTY	18,694	32,790	20,000	22,000
4600	CHARGES FOR CURRENT SERVICES	616,605	386,106	500,000	500,000
4900	OTHER REVENUE	216,024	11,209	142,000	142,000
	TOTAL REVENUES	851,323	430,105	662,000	664,000
EXPENDITURES					
5600	FIXED ASSETS	182,020	15,312	420,000	420,000
5800	OTHER FINANCING USES	940,500		740,000	840,000
	TOTAL EXPENDITURES	1,122,520	15,312	1,160,000	1,260,000
	200200 NET COST	(271,197)	414,793	(498,000)	(596,000)
	MOTOR POOL NET COST	1,433,405	69,960	(523,902)	(621,902)
OFFICE OF DISASTER SERVICES					
010205	**CAO-GENERAL RELIEF FUND**				
REVENUES					
	TOTAL REVENUES				
EXPENDITURES					
5100	SERVICES & SUPPLIES		6,795	91,795	91,795
	TOTAL EXPENDITURES		6,795	91,795	91,795
	010205 NET COST		(6,795)	(91,795)	(91,795)
623721	**HOMELAND SECURITY 21-22**				
REVENUES					
4400	AID FROM OTHER GOVT AGENCIES	34,402	31,415	15,000	15,000
	TOTAL REVENUES	34,402	31,415	15,000	15,000

COUNTY OF INYO

BUD020 - THIRD QUARTER BUDGET REVIEW

AS OF DATE: 03/31/2026 **RUN DATE:** 05/16/2026

		Prior Actuals FY 2024-25	YTD Actuals FY 2025-26	Working Budget FY 2025-26	Third Quarter Budget FY 2025-26
EXPENDITURES					
5100	SERVICES & SUPPLIES	10,197			
5600	FIXED ASSETS	22,242	16,276	39,000	39,000
	TOTAL EXPENDITURES	32,439	16,276	39,000	39,000
	623721 NET COST	1,963	15,139	(24,000)	(24,000)
623722	**HOMELAND SECURITY 22-23**				
REVENUES					
4400	AID FROM OTHER GOVT AGENCIES	44,873		4,350	4,350
	TOTAL REVENUES	44,873		4,350	4,350
EXPENDITURES					
5100	SERVICES & SUPPLIES	(18,941)		4,350	4,350
	TOTAL EXPENDITURES	(18,941)		4,350	4,350
	623722 NET COST	63,814			
623723	**HOMELAND SECURITY 23-24**				
REVENUES					
4400	AID FROM OTHER GOVT AGENCIES	44,642		46,273	46,273
	TOTAL REVENUES	44,642		46,273	46,273
EXPENDITURES					
5100	SERVICES & SUPPLIES	27,629	656	21,854	19,854
5600	FIXED ASSETS			12,000	14,000
	TOTAL EXPENDITURES	27,629	656	33,854	33,854
	623723 NET COST	17,013	(656)	12,419	12,419
623724	**HOMELAND SECURITY 24-25**				
REVENUES					
4400	AID FROM OTHER GOVT AGENCIES			81,113	81,113
	TOTAL REVENUES			81,113	81,113
EXPENDITURES					
5100	SERVICES & SUPPLIES	10,310	7,500	31,190	31,190
5500	OTHER CHARGES	49,629			
5600	FIXED ASSETS			49,923	49,923
	TOTAL EXPENDITURES	59,939	7,500	81,113	81,113

		Prior Actuals FY 2024-25	YTD Actuals FY 2025-26	Working Budget FY 2025-26	Third Quarter Budget FY 2025-26
	623724 NET COST	(59,939)	(7,500)		
623725	**HOMELAND SECURITY 25-26**				
REVENUES					
4400	AID FROM OTHER GOVT AGENCIES			92,381	92,381
	TOTAL REVENUES			92,381	92,381
EXPENDITURES					
5100	SERVICES & SUPPLIES			64,688	64,688
5600	FIXED ASSETS			27,693	27,693
	TOTAL EXPENDITURES			92,381	92,381
	623725 NET COST				
623823	**EMERGENCY PREPAREDNESS 23-24**				
REVENUES					
4400	AID FROM OTHER GOVT AGENCIES	47,003	11,688		
4800	OTHER FINANCING SOURCES	120,238			
	TOTAL REVENUES	167,241	11,688		
EXPENDITURES					
5100	SERVICES & SUPPLIES	23,257			
5200	INTERNAL CHARGES	117			
	TOTAL EXPENDITURES	23,374			
	623823 NET COST	143,867	11,688		
623824	**EMERGENCY PREPAREDNESS 24-25**				
REVENUES					
4400	AID FROM OTHER GOVT AGENCIES			25,000	25,000
4800	OTHER FINANCING SOURCES			129,780	129,780
	TOTAL REVENUES			154,780	154,780
EXPENDITURES					
5000	SALARIES & BENEFITS	141,745			
5100	SERVICES & SUPPLIES	24,632	6,115	30,000	36,200
5200	INTERNAL CHARGES	23,981	4,209	5,000	9,000
5800	OTHER FINANCING USES	21,236			
	TOTAL EXPENDITURES	211,594	10,324	35,000	45,200
	623824 NET COST	(211,594)	(10,324)	119,780	109,580

COUNTY OF INYO

BUD020 - THIRD QUARTER BUDGET REVIEW

AS OF DATE: 03/31/2026 **RUN DATE:** 05/16/2026

		Prior Actuals FY 2024-25	YTD Actuals FY 2025-26	Working Budget FY 2025-26	Third Quarter Budget FY 2025-26
623825 EMERGENCY PREPAREDNESS 25-26					
REVENUES					
4400	AID FROM OTHER GOVT AGENCIES			130,180	130,180
4800	OTHER FINANCING SOURCES			129,380	129,380
	TOTAL REVENUES			259,560	259,560
EXPENDITURES					
5000	SALARIES & BENEFITS		88,898	155,519	155,519
5100	SERVICES & SUPPLIES		12,967	45,286	45,286
5200	INTERNAL CHARGES		11,116	22,755	22,755
5800	OTHER FINANCING USES		8,579	36,000	36,000
	TOTAL EXPENDITURES		121,560	259,560	259,560
	623825 NET COST		(121,560)		
	OFFICE OF DISASTER SERVICES NET COST	(44,876)	(120,008)	16,404	6,204
PUBLIC DEFENDER					
022603 CAPITAL CASE FUND					
REVENUES					
4350	REV USE OF MONEY & PROPERTY	(2)	8,325		
4800	OTHER FINANCING SOURCES	400,000		300,000	300,000
	TOTAL REVENUES	399,998	8,325	300,000	300,000
EXPENDITURES					
5100	SERVICES & SUPPLIES	40,285	304,892	697,500	695,000
5200	INTERNAL CHARGES	2,229	2,637	2,500	5,000
	TOTAL EXPENDITURES	42,514	307,529	700,000	700,000
	022603 NET COST	357,484	(299,204)	(400,000)	(400,000)
	PUBLIC DEFENDER NET COST	357,484	(299,204)	(400,000)	(400,000)
PURCHASING					
200300 PURCHASING REVOLVING					
REVENUES					
4600	CHARGES FOR CURRENT SERVICES	15,127	9,104	175,000	175,000
	TOTAL REVENUES	15,127	9,104	175,000	175,000
EXPENDITURES					
5100	SERVICES & SUPPLIES	16,762	6,861	175,000	175,000
	TOTAL EXPENDITURES	16,762	6,861	175,000	175,000

		Prior Actuals FY 2024-25	YTD Actuals FY 2025-26	Working Budget FY 2025-26	Third Quarter Budget FY 2025-26
	200300 NET COST	(1,635)	2,243		
	PURCHASING NET COST	(1,635)	2,243		
RISK MANAGEMENT					
500902	**WORKERS COMPENSATION TRUST**				
REVENUES					
4350	REV USE OF MONEY & PROPERTY	(5,547)	7,877		
4600	CHARGES FOR CURRENT SERVICES	2,467,620	1,564,208	2,084,221	2,084,221
4900	OTHER REVENUE	342	22		
	TOTAL REVENUES	2,462,415	1,572,107	2,084,221	2,084,221
EXPENDITURES					
5100	SERVICES & SUPPLIES	2,101,528	1,787,471	2,043,570	2,043,570
5200	INTERNAL CHARGES	19,921	20,992	32,989	32,989
5800	OTHER FINANCING USES			12,000	12,000
	TOTAL EXPENDITURES	2,121,449	1,808,463	2,088,559	2,088,559
	500902 NET COST	340,966	(236,356)	(4,338)	(4,338)
500903	**COUNTY LIABILITY TRUST**				
REVENUES					
4350	REV USE OF MONEY & PROPERTY	25,831	73,954		
4600	CHARGES FOR CURRENT SERVICES	2,273,022	1,860,351	2,423,407	2,423,407
4900	OTHER REVENUE	36,759			
	TOTAL REVENUES	2,335,612	1,934,305	2,423,407	2,423,407
EXPENDITURES					
5100	SERVICES & SUPPLIES	1,832,997	2,038,849	3,378,530	3,378,530
5200	INTERNAL CHARGES	16,250	14,491	23,321	23,321
5800	OTHER FINANCING USES			90,000	90,000
	TOTAL EXPENDITURES	1,849,247	2,053,340	3,491,851	3,491,851
	500903 NET COST	486,365	(119,035)	(1,068,444)	(1,068,444)
500904	**MEDICAL MALPRACTICE TRUST**				
REVENUES					
4350	REV USE OF MONEY & PROPERTY	2,912	7,689		
4600	CHARGES FOR CURRENT SERVICES	214,913	169,147	225,530	225,530
4900	OTHER REVENUE		110		
	TOTAL REVENUES	217,825	176,946	225,530	225,530
EXPENDITURES					

COUNTY OF INYO

BUD020 - THIRD QUARTER BUDGET REVIEW

AS OF DATE: 03/31/2026 **RUN DATE:** 05/16/2026

		Prior Actuals FY 2024-25	YTD Actuals FY 2025-26	Working Budget FY 2025-26	Third Quarter Budget FY 2025-26
5100	SERVICES & SUPPLIES	156,697	134,826	223,366	223,366
5200	INTERNAL CHARGES	1,709	1,623	2,164	2,164
	TOTAL EXPENDITURES	158,406	136,449	225,530	225,530
	500904 NET COST	59,419	40,497		
	RISK MANAGEMENT NET COST	886,750	(314,894)	(1,072,782)	(1,072,782)
	COUNTY ADMINISTRATIVE OFFICER NET COST	1,439,191	(769,974)	(6,085,279)	(6,593,479)
CAO CULTURAL SERVICES					
MUSEUM					
670700	**CALIFORNIA MUSEUM GRNT 2022**				
REVENUES					
4400	AID FROM OTHER GOVT AGENCIES		33,906	300,000	300,000
	TOTAL REVENUES		33,906	300,000	300,000
EXPENDITURES					
5100	SERVICES & SUPPLIES	14,750	29,160	101,000	101,000
5800	OTHER FINANCING USES			199,000	199,000
	TOTAL EXPENDITURES	14,750	29,160	300,000	300,000
	670700 NET COST	(14,750)	4,746		
	MUSEUM NET COST	(14,750)	4,746		
	CAO CULTURAL SERVICES NET COST	(14,750)	4,746		
CHILD SUPPORT SERVICES					
CHILD SUPPORT					
022501	**CHILD SUPPORT SERVICES**				
REVENUES					
4350	REV USE OF MONEY & PROPERTY	2,704	3,390	2,200	2,200
4400	AID FROM OTHER GOVT AGENCIES	1,215,576	1,017,960	1,396,133	1,396,133
4600	CHARGES FOR CURRENT SERVICES	2,229	3,356	2,863	4,000
4900	OTHER REVENUE		4,270	4,270	4,270
	TOTAL REVENUES	1,220,509	1,028,976	1,405,466	1,406,603
EXPENDITURES					
5000	SALARIES & BENEFITS	929,975	746,423	1,010,918	1,010,918
5100	SERVICES & SUPPLIES	140,660	115,183	160,016	158,410
5200	INTERNAL CHARGES	154,566	167,698	235,271	237,275
	TOTAL EXPENDITURES	1,225,201	1,029,304	1,406,205	1,406,603

		Prior Actuals FY 2024-25	YTD Actuals FY 2025-26	Working Budget FY 2025-26	Third Quarter Budget FY 2025-26
	022501 NET COST	(4,692)	(328)	(739)	
	CHILD SUPPORT NET COST	(4,692)	(328)	(739)	
	CHILD SUPPORT SERVICES NET COST	(4,692)	(328)	(739)	
COUNTY CLERK					
RECORDER					
023401	**RECORDERS MICROGRAPHIC/SYSTEM**				
REVENUES					
4350	REV USE OF MONEY & PROPERTY	1,270	2,618	1,500	2,000
4600	CHARGES FOR CURRENT SERVICES	23,504	26,655	27,500	33,000
4800	OTHER FINANCING SOURCES	57,256	92,275	94,776	94,776
	TOTAL REVENUES	82,030	121,548	123,776	129,776
EXPENDITURES					
5100	SERVICES & SUPPLIES	60,690	127,452	223,871	223,871
	TOTAL EXPENDITURES	60,690	127,452	223,871	223,871
	023401 NET COST	21,340	(5,904)	(100,095)	(94,095)
	RECORDER NET COST	21,340	(5,904)	(100,095)	(94,095)
	COUNTY CLERK NET COST	21,340	(5,904)	(100,095)	(94,095)
DISTRICT ATTORNEY					
DISTRICT ATTORNEY					
022420	**CAPITAL CASE- DISTRICT ATTORNY**				
REVENUES					
4800	OTHER FINANCING SOURCES			200,000	400,000
	TOTAL REVENUES			200,000	400,000
EXPENDITURES					
5100	SERVICES & SUPPLIES			200,000	400,000
	TOTAL EXPENDITURES			200,000	400,000
	022420 NET COST				
620423	**OES-VWAC 23-24**				
REVENUES					
4400	AID FROM OTHER GOVT AGENCIES	155,797			
	TOTAL REVENUES	155,797			

		Prior Actuals FY 2024-25	YTD Actuals FY 2025-26	Working Budget FY 2025-26	Third Quarter Budget FY 2025-26
EXPENDITURES					
5000	SALARIES & BENEFITS	62,784			
5100	SERVICES & SUPPLIES	18,509			
5200	INTERNAL CHARGES	5,724			
	TOTAL EXPENDITURES	87,017			
	620423 NET COST	68,780			
620424	**OES-VWAC 24-25**				
REVENUES					
4400	AID FROM OTHER GOVT AGENCIES	197,217	62,242	78,500	62,242
	TOTAL REVENUES	197,217	62,242	78,500	62,242
EXPENDITURES					
5000	SALARIES & BENEFITS	168,636	50,114	61,198	50,115
5100	SERVICES & SUPPLIES	11,941	4,260	8,336	4,260
5200	INTERNAL CHARGES	17,937	7,866	8,966	7,867
	TOTAL EXPENDITURES	198,514	62,240	78,500	62,242
	620424 NET COST	(1,297)	2		
620425	**OES-VWAC 25-26**				
REVENUES					
4400	AID FROM OTHER GOVT AGENCIES		66,554	207,000	207,000
	TOTAL REVENUES		66,554	207,000	207,000
EXPENDITURES					
5000	SALARIES & BENEFITS		104,455	142,884	142,884
5100	SERVICES & SUPPLIES		13,427	26,841	26,841
5200	INTERNAL CHARGES		18,805	37,275	37,275
	TOTAL EXPENDITURES		136,687	207,000	207,000
	620425 NET COST		(70,133)		
	DISTRICT ATTORNEY NET COST	67,483	(70,131)		
	DISTRICT ATTORNEY NET COST	67,483	(70,131)		
FARM ADVISOR					
FARM ADVISOR					
024300	**RANGE IMPROVEMENT**				
REVENUES					
4400	AID FROM OTHER GOVT AGENCIES	898			

COUNTY OF INYO

BUD020 - THIRD QUARTER BUDGET REVIEW

AS OF DATE: 03/31/2026 **RUN DATE:** 05/16/2026

		Prior Actuals FY 2024-25	YTD Actuals FY 2025-26	Working Budget FY 2025-26	Third Quarter Budget FY 2025-26
	TOTAL REVENUES	898			
EXPENDITURES					
5100	SERVICES & SUPPLIES			6,000	6,000
	TOTAL EXPENDITURES			6,000	6,000
	024300 NET COST	898		(6,000)	(6,000)
024400 LEASE RENTAL					
REVENUES					
4400	AID FROM OTHER GOVT AGENCIES	3,073			
	TOTAL REVENUES	3,073			
EXPENDITURES					
5100	SERVICES & SUPPLIES			6,000	6,000
	TOTAL EXPENDITURES			6,000	6,000
	024400 NET COST	3,073		(6,000)	(6,000)
	FARM ADVISOR NET COST	3,971		(12,000)	(12,000)
	FARM ADVISOR NET COST	3,971		(12,000)	(12,000)
HEALTH & HUMAN SERVICES					
ESAAA					
683000 ESAAA					
REVENUES					
4300	RENTS & LEASES	108	365	150	365
4350	REV USE OF MONEY & PROPERTY	(9,699)	(29,923)	(6,828)	3,140
4400	AID FROM OTHER GOVT AGENCIES	2,143,173	702,129	2,240,392	2,155,075
4600	CHARGES FOR CURRENT SERVICES	40,599	19,007	27,500	27,500
4800	OTHER FINANCING SOURCES	386,502	193,286	410,953	589,295
4900	OTHER REVENUE	81			
	TOTAL REVENUES	2,560,764	884,864	2,672,167	2,775,375
EXPENDITURES					
5000	SALARIES & BENEFITS	1,228,040	895,686	1,288,141	1,288,141
5100	SERVICES & SUPPLIES	590,562	427,789	482,111	573,243
5200	INTERNAL CHARGES	442,242	450,582	609,655	621,731
5500	OTHER CHARGES	251,949		292,260	292,260
	TOTAL EXPENDITURES	2,512,793	1,774,057	2,672,167	2,775,375

		Prior Actuals FY 2024-25	YTD Actuals FY 2025-26	Working Budget FY 2025-26	Third Quarter Budget FY 2025-26
	683000 NET COST	47,971	(889,193)		
	ESAAA NET COST	47,971	(889,193)		
HEALTH					
613595	**CA HOME VISTING PROGRAM**				
REVENUES					
4400	AID FROM OTHER GOVT AGENCIES	230,541	92,922	412,058	412,058
	TOTAL REVENUES	230,541	92,922	412,058	412,058
EXPENDITURES					
5000	SALARIES & BENEFITS	184,077	217,048	351,837	351,837
5100	SERVICES & SUPPLIES	43,399	16,337	33,641	31,141
5200	INTERNAL CHARGES	21,556	16,736	26,580	29,080
	TOTAL EXPENDITURES	249,032	250,121	412,058	412,058
	613595 NET COST	(18,491)	(157,199)		
641623	**MATERNAL CHILD HEALTH 23-24**				
REVENUES					
4400	AID FROM OTHER GOVT AGENCIES	103,171			
	TOTAL REVENUES	103,171			
EXPENDITURES					
	TOTAL EXPENDITURES				
	641623 NET COST	103,171			
641624	**MATERNAL CHILD HEALTH 24-25**				
REVENUES					
4400	AID FROM OTHER GOVT AGENCIES	118,149	23,579		
4800	OTHER FINANCING SOURCES	27,644	44,651		
	TOTAL REVENUES	145,793	68,230		
EXPENDITURES					
5000	SALARIES & BENEFITS	183,961			
5100	SERVICES & SUPPLIES	14,073			
5200	INTERNAL CHARGES	46,373			
	TOTAL EXPENDITURES	244,407			
	641624 NET COST	(98,614)	68,230		

		Prior Actuals FY 2024-25	YTD Actuals FY 2025-26	Working Budget FY 2025-26	Third Quarter Budget FY 2025-26
641625	**MATERNAL CHILD HEALTH 25-26**				
REVENUES					
4400	AID FROM OTHER GOVT AGENCIES		4,876	235,360	235,360
	TOTAL REVENUES		4,876	235,360	235,360
EXPENDITURES					
5000	SALARIES & BENEFITS		133,284	188,485	188,485
5100	SERVICES & SUPPLIES		3,879	21,364	21,364
5200	INTERNAL CHARGES		16,137	25,511	25,511
	TOTAL EXPENDITURES		153,300	235,360	235,360
	641625 NET COST		(148,424)		
641923	**WOMEN INFANTS & CHILDREN 23-24**				
REVENUES					
4400	AID FROM OTHER GOVT AGENCIES	217,189			
	TOTAL REVENUES	217,189			
EXPENDITURES					
5000	SALARIES & BENEFITS	94,911			
5100	SERVICES & SUPPLIES	3,173			
5200	INTERNAL CHARGES	35,208			
	TOTAL EXPENDITURES	133,292			
	641923 NET COST	83,897			
641924	**WOMEN INFANTS & CHILDREN 24-25**				
REVENUES					
4400	AID FROM OTHER GOVT AGENCIES	253,580	102,214	161,005	116,661
4800	OTHER FINANCING SOURCES	24,306	52,860		44,344
	TOTAL REVENUES	277,886	155,074	161,005	161,005
EXPENDITURES					
5000	SALARIES & BENEFITS	259,576	108,222	120,687	120,687
5100	SERVICES & SUPPLIES	10,131	2,961	4,256	4,256
5200	INTERNAL CHARGES	117,151	35,376	36,062	36,062
	TOTAL EXPENDITURES	386,858	146,559	161,005	161,005
	641924 NET COST	(108,972)	8,515		
641925	**WOMEN INFANTS & CHILDREN 25-26**				
REVENUES					
4400	AID FROM OTHER GOVT AGENCIES		238,097	467,112	359,552

		Prior Actuals FY 2024-25	YTD Actuals FY 2025-26	Working Budget FY 2025-26	Third Quarter Budget FY 2025-26
4800	OTHER FINANCING SOURCES		15,031		107,060
4900	OTHER REVENUE		500		500
	TOTAL REVENUES		253,628	467,112	467,112
EXPENDITURES					
5000	SALARIES & BENEFITS		208,016	362,051	362,051
5100	SERVICES & SUPPLIES		3,723	18,115	15,615
5200	INTERNAL CHARGES		57,848	86,946	89,446
	TOTAL EXPENDITURES		269,587	467,112	467,112
	641925 NET COST		(15,959)		
	HEALTH NET COST	(39,009)	(244,837)		
HEALTH GRANTS					
610390	**ELC-2 ENHANCED LAB CAPICITY**				
REVENUES					
4350	REV USE OF MONEY & PROPERTY	(6,753)	(5,874)	(3,152)	
4400	AID FROM OTHER GOVT AGENCIES	325,460	67,022	60,933	60,933
4800	OTHER FINANCING SOURCES			64,000	64,000
	TOTAL REVENUES	318,707	61,148	121,781	124,933
EXPENDITURES					
5000	SALARIES & BENEFITS	60,686			
5100	SERVICES & SUPPLIES	2,584	31	31	
5200	INTERNAL CHARGES	64,602			
	TOTAL EXPENDITURES	127,872	31	31	
	610390 NET COST	190,835	61,117	121,750	124,933
640322	**TOBACCO TAX GRANT 22-25**				
REVENUES					
4350	REV USE OF MONEY & PROPERTY	(1,754)	(5,319)		
4800	OTHER FINANCING SOURCES	263,585		408,276	408,276
	TOTAL REVENUES	261,831	(5,319)	408,276	408,276
EXPENDITURES					
5000	SALARIES & BENEFITS	125,289	155,386	249,279	249,279
5100	SERVICES & SUPPLIES	98,265	43,174	112,728	112,728
5200	INTERNAL CHARGES	38,278	31,188	46,269	46,269
	TOTAL EXPENDITURES	261,832	229,748	408,276	408,276

		Prior Actuals FY 2024-25	YTD Actuals FY 2025-26	Working Budget FY 2025-26	Third Quarter Budget FY 2025-26
	640322 NET COST	(1)	(235,067)		
642515 CBCAP					
REVENUES					
4350	REV USE OF MONEY & PROPERTY	49	62	87	87
4400	AID FROM OTHER GOVT AGENCIES	28,215		28,215	28,215
4800	OTHER FINANCING SOURCES	12,506			
	TOTAL REVENUES	40,770	62	28,302	28,302
EXPENDITURES					
5000	SALARIES & BENEFITS	30,374			
5100	SERVICES & SUPPLIES	644	7,945	20,404	20,404
5200	INTERNAL CHARGES	9,752	5,924	7,898	7,898
	TOTAL EXPENDITURES	40,770	13,869	28,302	28,302
	642515 NET COST		(13,807)		
643000 FIRST FIVE COMMISSION					
REVENUES					
4350	REV USE OF MONEY & PROPERTY	7,071	8,146	4,085	4,085
4400	AID FROM OTHER GOVT AGENCIES	338,476	156,175	375,705	375,705
4900	OTHER REVENUE	275			
	TOTAL REVENUES	345,822	164,321	379,790	379,790
EXPENDITURES					
5000	SALARIES & BENEFITS	328,422	206,941	331,435	331,435
5100	SERVICES & SUPPLIES	131,417	39,911	105,368	103,868
5200	INTERNAL CHARGES	79,132	35,698	52,970	54,470
5500	OTHER CHARGES	37,521	35,534		
	TOTAL EXPENDITURES	576,492	318,084	489,773	489,773
	643000 NET COST	(230,670)	(153,763)	(109,983)	(109,983)
643006 LOCAL ORAL HEALTH PROGRAM					
REVENUES					
4400	AID FROM OTHER GOVT AGENCIES	22,379	40,896	175,160	175,160
	TOTAL REVENUES	22,379	40,896	175,160	175,160
EXPENDITURES					
5000	SALARIES & BENEFITS	20,038	49,819	87,619	87,619
5100	SERVICES & SUPPLIES	13,216	8,210	78,131	77,431
5200	INTERNAL CHARGES	7,394	7,222	9,410	10,110

		Prior Actuals FY 2024-25	YTD Actuals FY 2025-26	Working Budget FY 2025-26	Third Quarter Budget FY 2025-26
	TOTAL EXPENDITURES	40,648	65,251	175,160	175,160
	643006 NET COST	(18,269)	(24,355)		
	HEALTH GRANTS NET COST	(58,105)	(365,875)	11,767	14,950
SOCIAL SERVICE					
055801	**FIRST PROGRAM**				
REVENUES					
4400	AID FROM OTHER GOVT AGENCIES	97,494	60,138	36,758	87,760
4600	CHARGES FOR CURRENT SERVICES	112,743	54,147	87,000	87,000
4800	OTHER FINANCING SOURCES	373,350	280,343	610,367	559,365
	TOTAL REVENUES	583,587	394,628	734,125	734,125
EXPENDITURES					
5000	SALARIES & BENEFITS	497,902	365,398	553,528	553,753
5100	SERVICES & SUPPLIES	20,456	9,170	36,510	31,794
5200	INTERNAL CHARGES	50,710	95,317	128,862	136,078
5500	OTHER CHARGES	14,521	7,344	15,000	12,500
	TOTAL EXPENDITURES	583,589	477,229	733,900	734,125
	055801 NET COST	(2)	(82,601)	225	
055900	**COC - CONTINUUM OF CARE**				
REVENUES					
4350	REV USE OF MONEY & PROPERTY	(1,598)	(667)		
4400	AID FROM OTHER GOVT AGENCIES	50,000	50,000	50,000	50,000
4800	OTHER FINANCING SOURCES	1,222,123	63,134	1,109,887	1,109,887
	TOTAL REVENUES	1,270,525	112,467	1,159,887	1,159,887
EXPENDITURES					
5000	SALARIES & BENEFITS	27,471	22,680	32,015	33,083
5100	SERVICES & SUPPLIES	1,211,258	68,663	945,500	944,432
5200	INTERNAL CHARGES	1,772	3,808	5,077	5,077
5500	OTHER CHARGES	30,024	53,911	177,295	177,295
	TOTAL EXPENDITURES	1,270,525	149,062	1,159,887	1,159,887
	055900 NET COST		(36,595)		
	SOCIAL SERVICE NET COST	(2)	(119,196)	225	
SUBSTANCE ABUSE					
045312	**DRINKING DRIVER PROGRAM**				

COUNTY OF INYO

BUD020 - THIRD QUARTER BUDGET REVIEW

AS OF DATE: 03/31/2026 **RUN DATE:** 05/16/2026

		Prior Actuals FY 2024-25	YTD Actuals FY 2025-26	Working Budget FY 2025-26	Third Quarter Budget FY 2025-26
REVENUES					
4400	AID FROM OTHER GOVT AGENCIES	7,772		6,912	7,947
4600	CHARGES FOR CURRENT SERVICES	139,350	58,421	158,430	158,430
4800	OTHER FINANCING SOURCES	875		9,699	9,699
	TOTAL REVENUES	147,997	58,421	175,041	176,076
EXPENDITURES					
5000	SALARIES & BENEFITS	107,222	74,260	129,822	129,822
5100	SERVICES & SUPPLIES	11,943	9,278	24,718	22,173
5200	INTERNAL CHARGES	28,832	16,502	20,501	24,081
	TOTAL EXPENDITURES	147,997	100,040	175,041	176,076
	045312 NET COST		(41,619)		
045315	**SUBSTANCE USE DISORDERS**				
REVENUES					
4350	REV USE OF MONEY & PROPERTY	(4,956)	(10,567)		
4400	AID FROM OTHER GOVT AGENCIES	689,115	488,260	989,264	989,264
4600	CHARGES FOR CURRENT SERVICES	44,118	42,612	143,500	143,500
4800	OTHER FINANCING SOURCES	6,612	9,050	11,501	11,501
	TOTAL REVENUES	734,889	529,355	1,144,265	1,144,265
EXPENDITURES					
5000	SALARIES & BENEFITS	632,780	437,918	745,983	745,983
5100	SERVICES & SUPPLIES	54,885	48,594	244,733	243,833
5200	INTERNAL CHARGES	119,750	101,706	153,549	154,449
	TOTAL EXPENDITURES	807,415	588,218	1,144,265	1,144,265
	045315 NET COST	(72,526)	(58,863)		
	SUBSTANCE ABUSE NET COST	(72,526)	(100,482)		
WORK INVESTMENT ACT					
613723	**WORK INVESTMENT ACT 23-24**				
REVENUES					
	TOTAL REVENUES				
EXPENDITURES					
	TOTAL EXPENDITURES				
	613723 NET COST				
613724	**WORK INVESTMENT ACT 24-25**				

COUNTY OF INYO

BUD020 - THIRD QUARTER BUDGET REVIEW

AS OF DATE: 03/31/2026 **RUN DATE:** 05/16/2026

		Prior Actuals FY 2024-25	YTD Actuals FY 2025-26	Working Budget FY 2025-26	Third Quarter Budget FY 2025-26
REVENUES					
4400	AID FROM OTHER GOVT AGENCIES	68,287	17,368		
	TOTAL REVENUES	68,287	17,368		
EXPENDITURES					
5000	SALARIES & BENEFITS	77,865			
5100	SERVICES & SUPPLIES	3,444			
5200	INTERNAL CHARGES	4,345			
	TOTAL EXPENDITURES	85,654			
	613724 NET COST	(17,367)	17,368		
613725	**WORK INVESTMENT ACT 25-26**				
REVENUES					
4400	AID FROM OTHER GOVT AGENCIES		66,978	184,328	184,328
	TOTAL REVENUES		66,978	184,328	184,328
EXPENDITURES					
5000	SALARIES & BENEFITS		106,491	153,809	153,809
5100	SERVICES & SUPPLIES		852	7,675	7,675
5200	INTERNAL CHARGES		15,962	22,844	22,844
	TOTAL EXPENDITURES		123,305	184,328	184,328
	613725 NET COST		(56,327)		
	WORK INVESTMENT ACT NET COST	(17,367)	(38,959)		
	HEALTH & HUMAN SERVICES NET COST	(139,038)	(1,758,542)	11,992	14,950
PLANNING					
PLANNING AND ZONING					
620605	**YUCCA MOUNTAIN OVERSIGHT**				
REVENUES					
4350	REV USE OF MONEY & PROPERTY	11,114	20,773	8,000	8,000
	TOTAL REVENUES	11,114	20,773	8,000	8,000
EXPENDITURES					
5000	SALARIES & BENEFITS	12,394	11,446	15,261	15,261
5100	SERVICES & SUPPLIES	9,668	182,819	260,937	260,937
5200	INTERNAL CHARGES	9,448	1,401	17,874	17,874
	TOTAL EXPENDITURES	31,510	195,666	294,072	294,072

		Prior Actuals FY 2024-25	YTD Actuals FY 2025-26	Working Budget FY 2025-26	Third Quarter Budget FY 2025-26
	620605 NET COST	(20,396)	(174,893)	(286,072)	(286,072)
	PLANNING AND ZONING NET COST	(20,396)	(174,893)	(286,072)	(286,072)
	PLANNING NET COST	(20,396)	(174,893)	(286,072)	(286,072)
PROBATION					
PROBATION					
023002 CRIMINAL JUSTICE-REALIGNMENT					
REVENUES					
4400	AID FROM OTHER GOVT AGENCIES	1,138,083	291,742	2,669,330	2,669,330
4800	OTHER FINANCING SOURCES	1,307,155	296,836		
	TOTAL REVENUES	2,445,238	588,578	2,669,330	2,669,330
EXPENDITURES					
5200	INTERNAL CHARGES	2,437,768	584,064	1,965,430	1,965,430
5500	OTHER CHARGES	7,470	4,515	103,900	103,900
5800	OTHER FINANCING USES			600,000	600,000
	TOTAL EXPENDITURES	2,445,238	588,579	2,669,330	2,669,330
	023002 NET COST		(1)		
620210 PROP 64 PUBLIC HEALTH & SAFEY					
REVENUES					
4400	AID FROM OTHER GOVT AGENCIES	73,074			
	TOTAL REVENUES	73,074			
EXPENDITURES					
5100	SERVICES & SUPPLIES	43,990			
5200	INTERNAL CHARGES	20,804			
	TOTAL EXPENDITURES	64,794			
	620210 NET COST	8,280			
620592 CalAIM PATH3-JI GRANT					
REVENUES					
4350	REV USE OF MONEY & PROPERTY	704	18,067		
4400	AID FROM OTHER GOVT AGENCIES	49,875		2,500,000	2,500,000
	TOTAL REVENUES	50,579	18,067	2,500,000	2,500,000
EXPENDITURES					
5100	SERVICES & SUPPLIES		89,250	1,062,381	1,062,381
5200	INTERNAL CHARGES			187,619	187,619

		Prior Actuals FY 2024-25	YTD Actuals FY 2025-26	Working Budget FY 2025-26	Third Quarter Budget FY 2025-26
5500	OTHER CHARGES			300,000	300,000
5600	FIXED ASSETS			700,000	700,000
	TOTAL EXPENDITURES		89,250	2,250,000	2,250,000
	620592 NET COST	50,579	(71,183)	250,000	250,000
	PROBATION NET COST	58,859	(71,184)	250,000	250,000
	PROBATION NET COST	58,859	(71,184)	250,000	250,000
PUBLIC WORKS					
BISHOP AIRPORT					
150100	**BISHOP AIRPORT**				
REVENUES					
4300	RENTS & LEASES	330,639	382,091	473,718	472,718
4350	REV USE OF MONEY & PROPERTY	103,963	(941)	38,790	38,790
4400	AID FROM OTHER GOVT AGENCIES	550,169			
4600	CHARGES FOR CURRENT SERVICES	1,947,241	1,775,299	2,198,583	2,385,650
4800	OTHER FINANCING SOURCES	434,951		275,000	275,000
4900	OTHER REVENUE	159,470	38,775	47,433	47,433
	TOTAL REVENUES	3,526,433	2,195,224	3,033,524	3,219,591
EXPENDITURES					
5000	SALARIES & BENEFITS	771,294	540,525	782,912	782,912
5100	SERVICES & SUPPLIES	1,499,063	1,608,450	1,825,401	2,023,888
5200	INTERNAL CHARGES	276,325	101,607	145,027	139,357
5500	OTHER CHARGES	160,749	200,000	200,000	200,000
5600	FIXED ASSETS		88,343	109,342	102,592
5800	OTHER FINANCING USES	10,869			
	TOTAL EXPENDITURES	2,718,300	2,538,925	3,062,682	3,248,749
	150100 NET COST	808,133	(343,701)	(29,158)	(29,158)
150200	**BISHOP AIRPORT - SPECIAL**				
REVENUES					
4350	REV USE OF MONEY & PROPERTY	270	613		
	TOTAL REVENUES	270	613		
EXPENDITURES					
	TOTAL EXPENDITURES				
	150200 NET COST	270	613		

COUNTY OF INYO

BUD020 - THIRD QUARTER BUDGET REVIEW

AS OF DATE: 03/31/2026 **RUN DATE:** 05/16/2026

		Prior Actuals FY 2024-25	YTD Actuals FY 2025-26	Working Budget FY 2025-26	Third Quarter Budget FY 2025-26
630303	**BISHOP AIRPORT IMPROVE-PRJ**				
REVENUES					
4350	REV USE OF MONEY & PROPERTY	880	(66)		
4400	AID FROM OTHER GOVT AGENCIES	34,333		194,082	194,082
4800	OTHER FINANCING SOURCES			10,215	10,215
	TOTAL REVENUES	35,213	(66)	204,297	204,297
EXPENDITURES					
5200	INTERNAL CHARGES	307	556	5,000	5,000
5600	FIXED ASSETS		170,571	205,571	205,571
5800	OTHER FINANCING USES	40,585			
	TOTAL EXPENDITURES	40,892	171,127	210,571	210,571
	630303 NET COST	(5,679)	(171,193)	(6,274)	(6,274)
630307	**ARFF & SNOW EQUIPMENT PROJECT**				
REVENUES					
4400	AID FROM OTHER GOVT AGENCIES			303,420	303,420
4800	OTHER FINANCING SOURCES			15,970	15,970
	TOTAL REVENUES			319,390	319,390
EXPENDITURES					
5200	INTERNAL CHARGES	613	124	3,100	3,100
5600	FIXED ASSETS		2,900	316,290	316,290
	TOTAL EXPENDITURES	613	3,024	319,390	319,390
	630307 NET COST	(613)	(3,024)		
630500	**BISHOP AIRPRT COMM SER TERMINA**				
REVENUES					
4400	AID FROM OTHER GOVT AGENCIES	10,044		334,018	334,018
4800	OTHER FINANCING SOURCES	2,823		91,991	91,991
	TOTAL REVENUES	12,867		426,009	426,009
EXPENDITURES					
5100	SERVICES & SUPPLIES	27,364	60,654	416,009	416,009
5200	INTERNAL CHARGES	2,211		10,000	10,000
	TOTAL EXPENDITURES	29,575	60,654	426,009	426,009
	630500 NET COST	(16,708)	(60,654)		
	BISHOP AIRPORT NET COST	785,403	(577,959)	(35,432)	(35,432)

COUNTY OF INYO

BUD020 - THIRD QUARTER BUDGET REVIEW

AS OF DATE: 03/31/2026 **RUN DATE:** 05/16/2026

		Prior Actuals FY 2024-25	YTD Actuals FY 2025-26	Working Budget FY 2025-26	Third Quarter Budget FY 2025-26
COUNTY SERVICE AREA #2					
810001 COUNTY SERVICE AREA #2					
REVENUES					
4350	REV USE OF MONEY & PROPERTY	3,831	5,797	3,000	3,000
4600	CHARGES FOR CURRENT SERVICES	55,792	31,028	56,000	56,000
	TOTAL REVENUES	59,623	36,825	59,000	59,000
EXPENDITURES					
5000	SALARIES & BENEFITS	2,401	2,417	3,161	3,161
5100	SERVICES & SUPPLIES	535	149		649
5200	INTERNAL CHARGES	17,589	14,170	15,079	23,466
5600	FIXED ASSETS		114,963	124,000	114,964
	TOTAL EXPENDITURES	20,525	131,699	142,240	142,240
	810001 NET COST	39,098	(94,874)	(83,240)	(83,240)
	COUNTY SERVICE AREA #2 NET COST	39,098	(94,874)	(83,240)	(83,240)
INDEPENDENCE AIRPORT					
150300 INDEPENDENCE AIRPORT					
REVENUES					
4300	RENTS & LEASES		39		
4350	REV USE OF MONEY & PROPERTY	14,275	9,707	16,135	16,135
4600	CHARGES FOR CURRENT SERVICES		219,641		
	TOTAL REVENUES	14,275	229,387	16,135	16,135
EXPENDITURES					
5100	SERVICES & SUPPLIES	1,644	1,312	2,422	2,422
5200	INTERNAL CHARGES	1,416	4,196	10,023	10,023
5600	FIXED ASSETS			3,690	3,690
	TOTAL EXPENDITURES	3,060	5,508	16,135	16,135
	150300 NET COST	11,215	223,879		
150400 INDEPENDENCE AIRPORT - SPECIAL					
REVENUES					
4350	REV USE OF MONEY & PROPERTY	(6,564)	1,253	540	540
4400	AID FROM OTHER GOVT AGENCIES	10,000		10,000	10,000
4800	OTHER FINANCING SOURCES	21			
	TOTAL REVENUES	3,457	1,253	10,540	10,540
EXPENDITURES					
5100	SERVICES & SUPPLIES	7,735	7,881	9,149	9,149
5200	INTERNAL CHARGES			1,391	1,391

		Prior Actuals FY 2024-25	YTD Actuals FY 2025-26	Working Budget FY 2025-26	Third Quarter Budget FY 2025-26
	TOTAL EXPENDITURES	7,735	7,881	10,540	10,540
	150400 NET COST	(4,278)	(6,628)		
150402	**INDEPENDENCE AIRPORT IMPROVE**				
REVENUES					
4350	REV USE OF MONEY & PROPERTY	(216)	(25)		
	TOTAL REVENUES	(216)	(25)		
EXPENDITURES					
	TOTAL EXPENDITURES				
	150402 NET COST	(216)	(25)		
	INDEPENDENCE AIRPORT NET COST	6,721	217,226		
LONE PINE AIRPORT					
150500	**LONE PINE/DEATH VALLEY AIRPORT**				
REVENUES					
4300	RENTS & LEASES	41,917	30,882	39,950	39,950
4350	REV USE OF MONEY & PROPERTY	(668)	3,478	3,300	3,300
4600	CHARGES FOR CURRENT SERVICES	72,514	78,640	90,350	97,350
4800	OTHER FINANCING SOURCES	100,021			
	TOTAL REVENUES	213,784	113,000	133,600	140,600
EXPENDITURES					
5000	SALARIES & BENEFITS	11,391			
5100	SERVICES & SUPPLIES	72,559	94,166	96,950	102,000
5200	INTERNAL CHARGES	37,807	32,845	55,899	55,899
5600	FIXED ASSETS				1,950
5800	OTHER FINANCING USES	8,209			
	TOTAL EXPENDITURES	129,966	127,011	152,849	159,849
	150500 NET COST	83,818	(14,011)	(19,249)	(19,249)
150502	**LP/DV AIRPORT IMPROVEMENT**				
REVENUES					
4400	AID FROM OTHER GOVT AGENCIES	141,488			
4800	OTHER FINANCING SOURCES	8,209			
	TOTAL REVENUES	149,697			
EXPENDITURES					
5200	INTERNAL CHARGES	409			

		Prior Actuals FY 2024-25	YTD Actuals FY 2025-26	Working Budget FY 2025-26	Third Quarter Budget FY 2025-26
5600	FIXED ASSETS	148,853			
	TOTAL EXPENDITURES	149,262			
	150502 NET COST	435			
150600	**LONE PINE/DEATH VALLEY AIR-SP**				
REVENUES					
4350	REV USE OF MONEY & PROPERTY	576	1,137	500	500
4400	AID FROM OTHER GOVT AGENCIES	10,000		10,000	10,000
	TOTAL REVENUES	10,576	1,137	10,500	10,500
EXPENDITURES					
5100	SERVICES & SUPPLIES	7,302	7,903	7,632	7,903
5200	INTERNAL CHARGES	255		2,868	297
5600	FIXED ASSETS				2,300
	TOTAL EXPENDITURES	7,557	7,903	10,500	10,500
	150600 NET COST	3,019	(6,766)		
630100	**RUNWAY 12-30 GROOVING PROJECT**				
REVENUES					
4400	AID FROM OTHER GOVT AGENCIES	730,650	49,084	49,084	49,084
4800	OTHER FINANCING SOURCES	40,592		5,454	5,454
	TOTAL REVENUES	771,242	49,084	54,538	54,538
EXPENDITURES					
5200	INTERNAL CHARGES	6,338	124	124	124
5600	FIXED ASSETS		83,943	54,414	54,414
	TOTAL EXPENDITURES	6,338	84,067	54,538	54,538
	630100 NET COST	764,904	(34,983)		
630600	**RUNWAY 12-30 SAFETY AREA IMPRO**				
REVENUES					
4400	AID FROM OTHER GOVT AGENCIES	194,199	997,479	1,457,037	1,457,037
4800	OTHER FINANCING SOURCES	6,886		73,502	73,502
	TOTAL REVENUES	201,085	997,479	1,530,539	1,530,539
EXPENDITURES					
5200	INTERNAL CHARGES	1,585	2,604	6,500	6,500
5600	FIXED ASSETS		1,435,144	1,467,780	1,467,780
5800	OTHER FINANCING USES				63,767

COUNTY OF INYO

BUD020 - THIRD QUARTER BUDGET REVIEW

AS OF DATE: 03/31/2026 **RUN DATE:** 05/16/2026

		Prior Actuals FY 2024-25	YTD Actuals FY 2025-26	Working Budget FY 2025-26	Third Quarter Budget FY 2025-26
	TOTAL EXPENDITURES	1,585	1,437,748	1,474,280	1,538,047
	630600 NET COST	199,500	(440,269)	56,259	(7,508)
	LONE PINE AIRPORT NET COST	1,051,676	(496,029)	37,010	(26,757)
LTC					
504605	**TRANSPORTATION & PLANNING TRST**				
REVENUES					
4060	TAXES - SALES	131,935	88,031	132,046	132,046
4350	REV USE OF MONEY & PROPERTY	15,405	35,207	15,000	20,000
4400	AID FROM OTHER GOVT AGENCIES	704,965	463,746	967,922	914,054
4800	OTHER FINANCING SOURCES	2			
	TOTAL REVENUES	852,307	586,984	1,114,968	1,066,100
EXPENDITURES					
5000	SALARIES & BENEFITS	279,168	255,525	382,066	382,066
5100	SERVICES & SUPPLIES	67,846	19,749	179,482	182,482
5200	INTERNAL CHARGES	95,250	54,974	109,528	112,128
5500	OTHER CHARGES	209,529		100,000	122,554
5600	FIXED ASSETS	96,308	76,780	389,629	100,870
5800	OTHER FINANCING USES				166,000
	TOTAL EXPENDITURES	748,101	407,028	1,160,705	1,066,100
	504605 NET COST	104,206	179,956	(45,737)	
	LTC NET COST	104,206	179,956	(45,737)	
PARKS AND RECREATION					
670102	**CLEAN CA DIAZ LAKE**				
REVENUES					
4400	AID FROM OTHER GOVT AGENCIES		70,740	1,475,000	1,475,000
	TOTAL REVENUES		70,740	1,475,000	1,475,000
EXPENDITURES					
5200	INTERNAL CHARGES	34,058	32,847	50,000	50,000
5600	FIXED ASSETS	25,943	849,237	1,407,298	1,364,999
	TOTAL EXPENDITURES	60,001	882,084	1,457,298	1,414,999
	670102 NET COST	(60,001)	(811,344)	17,702	60,001
	PARKS AND RECREATION NET COST	(60,001)	(811,344)	17,702	60,001

COUNTY OF INYO

BUD020 - THIRD QUARTER BUDGET REVIEW

AS OF DATE: 03/31/2026 **RUN DATE:** 05/16/2026

		Prior Actuals FY 2024-25	YTD Actuals FY 2025-26	Working Budget FY 2025-26	Third Quarter Budget FY 2025-26
PUBLIC WORKS					
011501	**PUBLIC WORKS - DEFERRED MAINT**				
REVENUES					
4800	OTHER FINANCING SOURCES	1,008,150		2,761,113	2,861,645
	TOTAL REVENUES	1,008,150		2,761,113	2,861,645
EXPENDITURES					
5100	SERVICES & SUPPLIES	306,383	757,556	1,720,249	1,820,781
5600	FIXED ASSETS	692,802	54,209	1,504,167	1,504,167
	TOTAL EXPENDITURES	999,185	811,765	3,224,416	3,324,948
	011501 NET COST	8,965	(811,765)	(463,303)	(463,303)
011502	**PW-COURT HOUSE REHAB DEF MAINT**				
REVENUES					
4400	AID FROM OTHER GOVT AGENCIES	869,048	17,746		
4800	OTHER FINANCING SOURCES	1,192,213		35,000	35,000
	TOTAL REVENUES	2,061,261	17,746	35,000	35,000
EXPENDITURES					
5600	FIXED ASSETS	1,192,213		95,000	95,000
	TOTAL EXPENDITURES	1,192,213		95,000	95,000
	011502 NET COST	869,048	17,746	(60,000)	(60,000)
152199	**WATER SYSTEMS**				
REVENUES					
4350	REV USE OF MONEY & PROPERTY	30,501	71,175	20,000	20,000
4600	CHARGES FOR CURRENT SERVICES	845,799	509,390	720,000	720,000
4800	OTHER FINANCING SOURCES	3			
4900	OTHER REVENUE	924			
	TOTAL REVENUES	877,227	580,565	740,000	740,000
EXPENDITURES					
5000	SALARIES & BENEFITS	313,177	261,709	397,297	397,297
5100	SERVICES & SUPPLIES	172,450	28,684	285,940	285,940
5200	INTERNAL CHARGES	49,922	57,144	107,292	107,292
5600	FIXED ASSETS	2,475		500,000	500,000
5800	OTHER FINANCING USES	3,385		381,361	381,361
	TOTAL EXPENDITURES	541,409	347,537	1,671,890	1,671,890
	152199 NET COST	335,818	233,028	(931,890)	(931,890)

COUNTY OF INYO

BUD020 - THIRD QUARTER BUDGET REVIEW

AS OF DATE: 03/31/2026 **RUN DATE:** 05/16/2026

		Prior Actuals FY 2024-25	YTD Actuals FY 2025-26	Working Budget FY 2025-26	Third Quarter Budget FY 2025-26
152200	**PROP 1-WATER INFRASTRUCTURE IM**				
REVENUES					
4400	AID FROM OTHER GOVT AGENCIES			558,000	279,000
	TOTAL REVENUES			558,000	279,000
EXPENDITURES					
5100	SERVICES & SUPPLIES		563,437	558,000	558,000
	TOTAL EXPENDITURES		563,437	558,000	558,000
	152200 NET COST		(563,437)		(279,000)
152220	**LP WATER MAIN & SER LAT DESIGN**				
REVENUES					
4800	OTHER FINANCING SOURCES			381,361	381,361
	TOTAL REVENUES			381,361	381,361
EXPENDITURES					
5200	INTERNAL CHARGES		5,609	20,000	20,000
5600	FIXED ASSETS			361,361	361,361
	TOTAL EXPENDITURES		5,609	381,361	381,361
	152220 NET COST		(5,609)		
800001	**BIG PINE LIGHTING**				
REVENUES					
4000	TAXES - PROPERTY	37,174	23,034	36,100	36,100
4350	REV USE OF MONEY & PROPERTY	7,512	15,484	6,000	6,000
4400	AID FROM OTHER GOVT AGENCIES	132		75	75
	TOTAL REVENUES	44,818	38,518	42,175	42,175
EXPENDITURES					
5000	SALARIES & BENEFITS	3,905	3,250	5,216	5,216
5100	SERVICES & SUPPLIES	8,104	6,029	23,410	23,410
5200	INTERNAL CHARGES	11,402	137	683	683
	TOTAL EXPENDITURES	23,411	9,416	29,309	29,309
	800001 NET COST	21,407	29,102	12,866	12,866
800101	**INDEPENDENCE LIGHTING**				
REVENUES					
4000	TAXES - PROPERTY	37,018	22,115	35,850	35,850
4350	REV USE OF MONEY & PROPERTY	8,890	18,407	3,500	3,500
4400	AID FROM OTHER GOVT AGENCIES	131		75	75

COUNTY OF INYO

BUD020 - THIRD QUARTER BUDGET REVIEW

AS OF DATE: 03/31/2026 **RUN DATE:** 05/16/2026

		Prior Actuals FY 2024-25	YTD Actuals FY 2025-26	Working Budget FY 2025-26	Third Quarter Budget FY 2025-26
	TOTAL REVENUES	46,039	40,522	39,425	39,425
EXPENDITURES					
5000	SALARIES & BENEFITS	3,855	3,225	5,216	5,216
5100	SERVICES & SUPPLIES	4,196	3,186	19,310	19,310
5200	INTERNAL CHARGES	7,942	276	1,682	1,682
	TOTAL EXPENDITURES	15,993	6,687	26,208	26,208
	800101 NET COST	30,046	33,835	13,217	13,217
800201	**LONE PINE LIGHTING**				
REVENUES					
4000	TAXES - PROPERTY	30,444	18,601	4,581	4,581
4350	REV USE OF MONEY & PROPERTY	4,524	9,149	500	500
4400	AID FROM OTHER GOVT AGENCIES	107		60	60
	TOTAL REVENUES	35,075	27,750	5,141	5,141
EXPENDITURES					
5000	SALARIES & BENEFITS	3,829	3,250	4,722	4,722
5100	SERVICES & SUPPLIES	13,593	10,582	37,210	75,210
5200	INTERNAL CHARGES	9,912	2,569	5,182	15,182
	TOTAL EXPENDITURES	27,334	16,401	47,114	95,114
	800201 NET COST	7,741	11,349	(41,973)	(89,973)
	PUBLIC WORKS NET COST	1,273,025	(1,055,751)	(1,471,083)	(1,798,083)
ROAD					
034600	**ROAD**				
REVENUES					
4100	LICENSES & PERMITS	15,234	10,280	20,000	20,000
4350	REV USE OF MONEY & PROPERTY	111,512	204,184	50,000	50,000
4400	AID FROM OTHER GOVT AGENCIES	10,138,593	7,380,325	9,180,602	10,290,788
4600	CHARGES FOR CURRENT SERVICES	41,701	6,956	20,000	20,000
4900	OTHER REVENUE	59,788	3,401	172,000	172,000
	TOTAL REVENUES	10,366,828	7,605,146	9,442,602	10,552,788
EXPENDITURES					
5000	SALARIES & BENEFITS	4,179,327	3,318,373	5,283,734	5,283,734
5100	SERVICES & SUPPLIES	1,598,499	1,418,439	2,169,589	2,169,589
5200	INTERNAL CHARGES	918,598	883,226	1,275,805	1,275,805
5600	FIXED ASSETS	3,849,134	3,739,255	5,224,431	6,334,617
5800	OTHER FINANCING USES	211,288	10,959	129,288	129,288

COUNTY OF INYO

BUD020 - THIRD QUARTER BUDGET REVIEW

AS OF DATE: 03/31/2026 **RUN DATE:** 05/16/2026

		Prior Actuals FY 2024-25	YTD Actuals FY 2025-26	Working Budget FY 2025-26	Third Quarter Budget FY 2025-26
	TOTAL EXPENDITURES	10,756,846	9,370,252	14,082,847	15,193,033
	034600 NET COST	(390,018)	(1,765,106)	(4,640,245)	(4,640,245)
034601	**ROAD PROJECTS - STATE FUNDED**				
REVENUES					
4400	AID FROM OTHER GOVT AGENCIES	5,415,687	168,694	1,895,236	1,895,236
4800	OTHER FINANCING SOURCES	195,977		105,288	271,288
	TOTAL REVENUES	5,611,664	168,694	2,000,524	2,166,524
EXPENDITURES					
5600	FIXED ASSETS	4,856,400	391,422	2,016,991	2,016,991
	TOTAL EXPENDITURES	4,856,400	391,422	2,016,991	2,016,991
	034601 NET COST	755,264	(222,728)	(16,467)	149,533
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	365,245	(1,987,834)	(4,656,712)	(4,490,712)
SHOSHONE AIRPORT					
150800	**SHOSHONE AIRPORT - SPECIAL**				
REVENUES					
4350	REV USE OF MONEY & PROPERTY	1,297	2,786	1,100	1,100
4400	AID FROM OTHER GOVT AGENCIES	10,000		10,000	10,000
	TOTAL REVENUES	11,297	2,786	11,100	11,100
EXPENDITURES					
5100	SERVICES & SUPPLIES	361	436	5,100	5,100
5200	INTERNAL CHARGES	848		1,200	1,200
	TOTAL EXPENDITURES	1,209	436	6,300	6,300
	150800 NET COST	10,088	2,350	4,800	4,800

		Prior Actuals FY 2024-25	YTD Actuals FY 2025-26	Working Budget FY 2025-26	Third Quarter Budget FY 2025-26
	SHOSHONE AIRPORT NET COST	10,088	2,350	4,800	4,800
SOLID WASTE DISPOSAL					
045700	**RECYCLING & WASTE MGMT**				
REVENUES					
4060	TAXES - SALES	2,021,114	1,235,928	1,800,000	1,800,000
4100	LICENSES & PERMITS	556,989	323,820	550,000	550,000
4350	REV USE OF MONEY & PROPERTY	81,557	156,409	74,380	99,380
4400	AID FROM OTHER GOVT AGENCIES	126,628	33	15,000	15,000
4600	CHARGES FOR CURRENT SERVICES	1,821,840	1,226,625	1,566,992	1,566,992
4800	OTHER FINANCING SOURCES	712,118		395,917	395,917
4900	OTHER REVENUE	790	123	25,000	
	TOTAL REVENUES	5,321,036	2,942,938	4,427,289	4,427,289
EXPENDITURES					
5000	SALARIES & BENEFITS	1,725,747	1,554,555	2,313,667	2,313,667
5100	SERVICES & SUPPLIES	1,828,809	2,778,563	3,225,655	3,229,656
5200	INTERNAL CHARGES	273,527	239,956	484,820	485,620
5550	DEBT SERVICE PRINCIPAL	26,525			
5560	DEBT SERVICE INTEREST	225			
5600	FIXED ASSETS	734,587	152,392	528,993	595,792
5800	OTHER FINANCING USES	300,000	300,000	300,000	300,000
	TOTAL EXPENDITURES	4,889,420	5,025,466	6,853,135	6,924,735
	045700 NET COST	431,616	(2,082,528)	(2,425,846)	(2,497,446)
045701	**RECYCLING & WASTE CAPITAL IMPR**				
REVENUES					
4350	REV USE OF MONEY & PROPERTY	16,899	25,453	4,000	4,000
4800	OTHER FINANCING SOURCES	300,000	300,000	300,000	300,000
	TOTAL REVENUES	316,899	325,453	304,000	304,000
EXPENDITURES					
5800	OTHER FINANCING USES	712,118		357,000	357,000
	TOTAL EXPENDITURES	712,118		357,000	357,000
	045701 NET COST	(395,219)	325,453	(53,000)	(53,000)
643111	**TECOPA LAGOON PHASE 2**				
EXPENDITURES					
5100	SERVICES & SUPPLIES	929			
5600	FIXED ASSETS	99,924	24,498	24,498	24,498
5800	OTHER FINANCING USES			38,917	38,917

		Prior Actuals FY 2024-25	YTD Actuals FY 2025-26	Working Budget FY 2025-26	Third Quarter Budget FY 2025-26
	TOTAL EXPENDITURES	100,853	24,498	63,415	63,415
	643111 NET COST	(100,853)	(24,498)	(63,415)	(63,415)
	SOLID WASTE DISPOSAL NET COST	(64,456)	(1,781,573)	(2,542,261)	(2,613,861)
	PUBLIC WORKS NET COST	3,511,005	(6,405,832)	(8,774,953)	(8,983,284)
SHERIFF					
ANIMAL CONTROL					
621401 FERAL CAT GRANT					
REVENUES					
4800	OTHER FINANCING SOURCES	2,260			
	TOTAL REVENUES	2,260			
EXPENDITURES					
5100	SERVICES & SUPPLIES	2,260			
	TOTAL EXPENDITURES	2,260			
	621401 NET COST				
	ANIMAL CONTROL NET COST				
SHERIFF GRANTS					
671413 CALMET TASK FORCE					
REVENUES					
4400	AID FROM OTHER GOVT AGENCIES	123,060	123,060	124,000	124,000
	TOTAL REVENUES	123,060	123,060	124,000	124,000
EXPENDITURES					
5100	SERVICES & SUPPLIES	28,030	2,432	21,296	21,296
5200	INTERNAL CHARGES	115,843	73,582	85,292	85,292
	TOTAL EXPENDITURES	143,873	76,014	106,588	106,588
	671413 NET COST	(20,813)	47,046	17,412	17,412
671507 ILLEGAL CANNABIS SUPRESSION					
REVENUES					
4400	AID FROM OTHER GOVT AGENCIES		2,768	20,000	15,000
	TOTAL REVENUES		2,768	20,000	15,000
EXPENDITURES					
5000	SALARIES & BENEFITS			15,000	10,000

	Prior Actuals FY 2024-25	YTD Actuals FY 2025-26	Working Budget FY 2025-26	Third Quarter Budget FY 2025-26
5100 SERVICES & SUPPLIES		2,768	5,000	5,000
TOTAL EXPENDITURES		2,768	20,000	15,000
671507 NET COST				
SHERIFF GRANTS NET COST	(20,813)	47,046	17,412	17,412
SHERIFF OFF HIGHWAY VEHICLE				
623512 OFF HWY VEHICLE GRANT 12-13				
EXPENDITURES				
5800 OTHER FINANCING USES	549			
TOTAL EXPENDITURES	549			
623512 NET COST	(549)			
623513 OFF HWY VEHICLE GRANT 13-14				
EXPENDITURES				
5800 OTHER FINANCING USES	10,380			
TOTAL EXPENDITURES	10,380			
623513 NET COST	(10,380)			
623514 OFF HWY VEHICLE GRANT 14-15				
EXPENDITURES				
5800 OTHER FINANCING USES	1,530			
TOTAL EXPENDITURES	1,530			
623514 NET COST	(1,530)			
623518 OFF HWY VEHICLE GRANT 18-19				
EXPENDITURES				
5800 OTHER FINANCING USES	20,129			
TOTAL EXPENDITURES	20,129			
623518 NET COST	(20,129)			
623523 OFF HWY VEHICLE GRANT 23-24				
REVENUES				
4400 AID FROM OTHER GOVT AGENCIES	19,808			
TOTAL REVENUES	19,808			

		Prior Actuals FY 2024-25	YTD Actuals FY 2025-26	Working Budget FY 2025-26	Third Quarter Budget FY 2025-26
EXPENDITURES					
TOTAL EXPENDITURES					
623523 NET COST		19,808			
623524 OFF HWY VEHICLE GRANT 24-25					
REVENUES					
TOTAL REVENUES					
EXPENDITURES					
TOTAL EXPENDITURES					
623524 NET COST					
623525 OFF HWY VEHICLE GRANT 25-26					
REVENUES					
4400	AID FROM OTHER GOVT AGENCIES			42,333	42,333
TOTAL REVENUES				42,333	42,333
EXPENDITURES					
5100	SERVICES & SUPPLIES		42	2,662	2,662
5200	INTERNAL CHARGES			39,671	39,671
TOTAL EXPENDITURES			42	42,333	42,333
623525 NET COST			(42)		
SHERIFF OFF HIGHWAY VEHICLE NET COST		(12,780)	(42)		
SHERIFF NET COST		(33,593)	47,004	17,412	17,412
WATER					
WATER					
024102 WATER DEPARTMENT					
REVENUES					
4350	REV USE OF MONEY & PROPERTY	32,611	55,727	70,000	80,000
4400	AID FROM OTHER GOVT AGENCIES	1,871,749	1,900,447	1,930,374	1,920,374
4600	CHARGES FOR CURRENT SERVICES	2,110		500	500
4800	OTHER FINANCING SOURCES	75,760	50,000	350,000	350,000
4900	OTHER REVENUE			100	100
TOTAL REVENUES		1,982,230	2,006,174	2,350,974	2,350,974
EXPENDITURES					
5000	SALARIES & BENEFITS	1,391,181	1,172,015	1,688,079	1,688,079

COUNTY OF INYO

BUD020 - THIRD QUARTER BUDGET REVIEW

AS OF DATE: 03/31/2026 **RUN DATE:** 05/16/2026

		Prior Actuals FY 2024-25	YTD Actuals FY 2025-26	Working Budget FY 2025-26	Third Quarter Budget FY 2025-26
5100	SERVICES & SUPPLIES	332,083	130,304	581,243	576,315
5200	INTERNAL CHARGES	309,956	287,326	370,450	375,378
5500	OTHER CHARGES	64,604	50,000	65,000	65,000
	TOTAL EXPENDITURES	2,097,824	1,639,645	2,704,772	2,704,772
	024102 NET COST	(115,594)	366,529	(353,798)	(353,798)
024502	**SALT CEDAR PROJECT**				
REVENUES					
4400	AID FROM OTHER GOVT AGENCIES	92,459		228,968	228,968
	TOTAL REVENUES	92,459		228,968	228,968
EXPENDITURES					
5000	SALARIES & BENEFITS	91,465	137,870	197,578	197,478
5100	SERVICES & SUPPLIES	1,927	5,266	14,300	14,300
5200	INTERNAL CHARGES	8,951	13,815	18,290	18,390
5600	FIXED ASSETS	14,344			
	TOTAL EXPENDITURES	116,687	156,951	230,168	230,168
	024502 NET COST	(24,228)	(156,951)	(1,200)	(1,200)
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	(139,822)	209,578	(354,998)	(354,998)
	WATER NET COST	(139,822)	209,578	(354,998)	(354,998)
	TOTAL NET COST	3,617,469	(11,821,695)	(18,809,737)	(19,471,838)

ATTACHMENT C

DRAFT

COUNTY OF INYO
2026-2027 BUDGET CALENDAR

Date	Action
Monday, December 15, 2025	Mid-Year Budget Review materials distributed to departments.
Wednesday, January 14, 2026	Mid-Year Budget Review documents due to the Budget Analyst by noon.
Tuesday, February 17,2026	Mid-Year Financial Report to Board of Supervisors – Agenda Item.
Monday, March 16, 2026	Third Quarter Budget Review materials distributed to departments.
Friday, April 10, 2026	All Third Quarter Budget Review documents due to the Budget Analyst by noon.
Tuesday, May 26, 2026	Third Quarter Financial Report to Board of Supervisors – Agenda Item.
Wednesday, May 13, 2026	Access to Budget System via OpenGov– "Budget Kickoff" OpenGov Kickoff
Thursday, May 14, 2026	Last date to submit agenda items for budget amendments, requiring Board approval, to any Fiscal Year 2025-2026 budget. Board of Supervisors will consider amendments during the meeting on June 9, 2026.
Friday, May 29, 2026	Deadline to complete Personnel Workforce requests and changes to the Budget Team.
Friday, May 22, 2026	Last date to submit to the Auditor **and** CAO all fixed asset expenditures (and Public Works projects) that Departments anticipate making between Board adoption of the Fiscal Year 2026-2027 Preliminary and the Final budgets. **If necessary, Department recommendations for Preliminary Fiscal Year 2026-2027 budget reductions are also due.** These items should be included in adoption of the Preliminary Budget on June 9, 2026, by the Board of Supervisors. (Remember: Fixed asset expenditures and Public Works projects included in the Preliminary Budget must **also** be included in the Department Requested and Final Fiscal Year 2026-2027 Budget.)
Monday, June 1, 2026	**PURCHASING CLOSED – no Purchase Orders can be issued until July 1st**
Friday, June 5, 2026	Personnel costs evaluated and approved in OpenGov
Tuesday, June 9, 2026	Board of Supervisors adopts Fiscal Year 2026-2027 Preliminary Budget – Agenda Item
Wednesday, June 17, 2026	**OpenGov proposals closed for budget entry.** At this time, it is assumed that everything will be electronic – however, if this changes the Budget Team will let you know.
July – Dates to be determined	CAO/Departmental Review. (Meeting calendar will be distributed separately)
Wednesday, August 12, 2026	Budget Workshop with Board of Supervisors
Friday, August 28, 2026	CAO releases CAO Recommended Fiscal Year 2026-2027 Budget to the Board of Supervisors and Department Heads.
Friday, August 28, 2026	ACCRUAL PERIOD ENDS! Last day to get all expenditures and revenues turned into the Auditor's office for posting.
Tuesday, September 8, 2026, through September 29, 2026 (if necessary)	Budget Hearings before the Board of Supervisors.
Tuesday, September 8, 2026	Auditor to certify Fiscal Year 2025-2026 fund balances.
Tuesday, September 29, 2026	Adoption of Fiscal Year 2026-2027 County Budget.

Updated 05/01/2026

INYO COUNTY BOARD OF SUPERVISORS

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

DAVID FRASER
County Administrative Officer

DARCY ISRAEL
Asst. Clerk of the Board

AGENDA ITEM REQUEST FORM

May 26, 2026

Reference ID: 2026-301

Treasury Status Report for Quarter Ending March 31, 2026

Treasurer-Tax Collector

NO ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Moana Chapman, Deputy Treasurer-Tax Collector	Christie Martindale, Treasurer-Tax Collector

RECOMMENDED ACTION:

Review the Treasury Status Report for the Quarter Ending March 31, 2026, and direct any questions to the County Treasurer.

BACKGROUND / SUMMARY / JUSTIFICATION:

The report is provided pursuant to the provisions of Section 53646(b) of the Government Code. The primary purpose of the report is to disclose the following:

- The investments and deposits of the treasury.
- The cost basis and market value of the investments.
- Compliance with the County Investment Policy.
- The weighted average of the investments.
- The projected ability of the treasury to meet the expected expenditure requirements of the treasury's pooled participants for the next six months.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Pursuant to Section 53646(g) of the Government Code, copies of this report, while no longer mandated, will continue to be provided to the members of the Treasury Oversight Committee.

STRATEGIC PLAN ALIGNMENT:

Not Applicable

APPROVALS:

Moana Chapman	Created/Initiated - 04/21/2026
Darcy Israel	Approved - 04/21/2026
Moana Chapman	Approved - 04/21/2026
Christie Martindale	Final Approval - 04/21/2026

ATTACHMENTS:

1. 03-31-2026 Treasury Status Report

COUNTY OF INYO
TREASURER-TAX COLLECTOR
168 NORTH EDWARDS STREET
POST OFFICE DRAWER O
INDEPENDENCE, CA 93526-0614
(760) 878-0312 • (760) 878-0311 FAX
inyottc@inyocounty.us

CHRISTIE MARTINDALE
TREASURER-TAX COLLECTOR
cmartindale@inyocounty.us

TO: Honorable Members of the Inyo County Board of Supervisors
FROM: Christie Martindale, Treasurer-Tax Collector
SUBJECT: Report of the Status of the Inyo County Treasury as of: 03-31-2026
DATE: April 21, 2026

The following status report of the County Treasury as of 03-31-2026 is provided pursuant to the provisions of Section 53646(b) of the Government Code.

The attached copy of the "Treasurer's Daily Reconciliation" provides a breakdown of the dollar amount of the Treasury assets by depository for monetary assets and by issuer for securities.

The attached copy of the custody statement from TRACKER, a Division of C2, LLC reflects, among other things, the following information regarding each security held: issuer, maturity date; CUSIP number; face amount; cost basis; and market value (calculated by Merrill Lynch).

The weighted average maturity of the investments of the Treasury was 686 days.

The latest PARS/OPEB investment statement is attached for reference.

It is anticipated that the County Treasury will be able to meet the liquidity requirements of its pooled participants for the next six months.

The investment portfolio is in compliance with the Inyo County Treasury Investment Policy.

NOTES: Regarding Inyo County's monetary assets held outside the County Treasury:

- Various Inyo County Departments and treasury pool participants maintain and administer bank checking accounts outside the County Treasury.
- Inyo County's PARS relationship for our OPEB investment began in June 2010. To date: the PARS balance as of: 03-31-2026 was $16,203,208.50
  (Principal: $16,879,424.40 plus Contributions: $00.00 plus Interest: ($669,542.84) less Fees: ($6,673.06).

C: Members of the Inyo County Treasury Oversight Committee

TREASURER'S DAILY RECONCILIATION
For the Business Day of:
3/31/2026

AUDITOR BALANCES:

Beginning "Claim on Cash in Treasury"		$262,698,075.73	
Deposit Authorizations		$1,430,593.34	
Checks Paid on:	3/30/2026	($482,659.05)	
Journal Entry:		$0.00	
Outgoing Debits:		($86,809.38)	03/31/2026 SEE ATTACHED EXHIBIT "A" FOR OUTGOING DEBIT DETAILS
Ending "Claim on Cash in Treasury"		$263,559,200.64	

TREASURER BALANCES:

CASH ON HAND:				
Drawer		$13.80		
Vault		$174.50		
CHECKS ON HAND:				
Date:	3/31/2026	$495,717.65		
Date:				
Date:				
Date:				
Date:				
BANK ACCOUNTS:				
BMO DDA #0407 - General Account		$9,506,033.38		
Eastern Sierra CB #6463 - General Account		$1,285,768.14		
Eastern Sierra CB #9764		$4,146.07		
El Dorado Savings Bank #2107		$14,400.17		
INVESTMENTS:				
			Agency	*Limit*
Local Agency Investment Fund		$ 60,000,000.00		75,000,000
BMO Money Market		$ 2,862,004.81	*1.09%*	of 10.00%
UBS Money Market		$ 5,000,000.00	*1.90%*	of 10.00%
CDs		$ 992,000.00	*0.38%*	of 30.00%
Commercial Paper		$ 31,309,611.12	*11.88%*	of 15.00%
Corporate Obligation		$ 14,950,950.00	*5.67%*	of 30.00%
Federal Agencies		$ 137,129,820.00	*52.03%*	of 100.00%
Federal Agencies-Treasury Notes/Bonds		$ -	*0.00%*	of 100.00%
Local Agencies		$ (0.00)	*0.00%*	of 10.00%
Grand TTL Investments		$252,244,385.93		
NOTES				
Maturities > 1 Year		$ 149,103,677.50	*56.57%*	of 60.00%
GRAND TOTAL TREASURY BALANCE:		$263,550,639.64		

RECONCILIATION

Treasury Over/Short:	($8,561.00)	
Explanation:	($543.00)	03-31-2026 BRINKS DEPOSIT: BMO 0407
	($8,018.00)	03-30-2026 BRINKS DEPOSIT: BMO 0407
	($8,561.00)	

Prepared By: *Moana Chapman*

EXHIBIT "A"	
OUTGOING DEBIT DETAILS	
Aud PY - State Taxes, Special District	($14.17)
Aud PY - State Taxes, Special District	($20.00)
Aud PY - State Taxes, Special District	($33.88)
Aud PY - State Taxes, Special District	($65.00)
Aud PY - State Taxes, Special District	($75.96)
Aud PY - State Taxes, Special District	($86.40)
Aud PY - State Taxes, Special District	($280.62)
Aud PY - Federal Taxes, Special District	($416.32)
Aud PY - State Taxes, Special District	($445.49)
Aud PY - Federal Taxes, Special District	($498.99)
Aud PY - Federal Taxes, Special District	($525.26)
Aud PY - State Taxes, Special District	($552.25)
Aud PY - Federal Taxes, Special District	($589.90)
Aud PY - Federal Taxes, Special District	($707.30)
Aud PY - Federal Taxes, Special District	($771.73)
Aud PY - Federal Taxes, Special District	($837.14)
Aud PY - Federal Taxes, Special District	($914.24)
Aud PY - State Taxes, Special District	($934.21)
Aud PY - Federal Taxes, Special District	($2,114.02)
Aud PY - Federal Taxes, Special District	($2,646.47)
Aud PY - Federal Taxes, Special District	($3,236.80)
Aud PY - Federal Taxes, Special District	($4,459.70)
Aud PY - Federal Taxes, Special District	($6,252.42)
Aud PY - Payroll, County	($3,542.82)
Aud PY - Payroll, County	($6,569.32)
Aud PY - Payroll, Special District	($50,218.97)
	$0.00
TOTAL	**($86,809.38)**

TREASURER'S DAILY RECONCILIATION

For the Business Day of

3/31/2026

Prepared and attached by: Moana Chapman

Inyo County
Portfolio Holdings
Compliance Report | by Investment Policy
Report Format: By Transaction
Group By: Asset Category
Average By: Face Amount / Shares
Portfolio / Report Group: All Portfolios
As of 3/31/2026

Description	CUSIP	Settlement Date	YTM	Face Amount	Cost Value	Market Value	Maturity Date	Days To Maturity
Certficate of Deposit - 30 %								
CAPITAL ONE BANK USA NA 1.1 11/17/2026	14042TDW4	11/17/2021	1.100	248,000.00	248,000.00	243,811.28	11/17/2026	231
CAPITAL ONE NA 1.1 11/17/2026	14042RQB0	11/17/2021	1.100	248,000.00	248,000.00	243,811.28	11/17/2026	231
GOLDMAN SACHS BANK USA 1.1 11/17/2026	38149MK51	11/17/2021	1.100	248,000.00	248,000.00	243,811.28	11/17/2026	231
UBS BANK NA 1.1 11/17/2026	90348JW97	11/17/2021	1.100	248,000.00	248,000.00	243,781.52	11/17/2026	231
Sub Total / Average Certficate of Deposit - 30 %			**1.100**	**992,000.00**	**992,000.00**	**975,215.36**		**231**
Commercial Paper - 15 %								
CREDIT AGRICOLE CIB NY 0 6/25/2026	22533UFR9	12/24/2025	3.802	3,000,000.00	2,943,117.50	3,000,000.00	6/25/2026	86
CREDIT AGRICOLE CIB NY 0 8/18/2026	22533UHJ5	1/13/2026	3.753	5,000,000.00	4,889,390.28	4,926,800.00	8/18/2026	140
MUFG BANK LTD 0 10/23/2026	62479MKP7	3/25/2026	3.992	5,000,000.00	4,885,166.67	4,888,800.00	10/23/2026	206
MUFG BANK LTD 0 5/22/2026	62479MEN9	12/16/2025	3.843	5,000,000.00	4,917,575.00	4,973,050.00	5/22/2026	52
MUFG BANK LTD 0 7/13/2026	62479MGD9	1/13/2026	3.729	5,000,000.00	4,907,991.67	4,944,850.00	7/13/2026	104
NATIXIS NY 0 7/7/2026	63873KG76	11/5/2025	3.932	9,000,000.00	8,766,370.00	9,000,000.00	7/7/2026	98
Sub Total / Average Commercial Paper - 15 %			**3.856**	**32,000,000.00**	**31,309,611.12**	**31,733,500.00**		**114**
Coporate Obligation - 30 %								
BANK OF AMERICA CORP 3.248 10/21/2027-26	06051GGA1	11/24/2025	3.784	5,000,000.00	4,950,950.00	4,935,450.00	10/21/2027	569
GOLDMAN SACHS BANK 3.8 11/21/2028	38151G6H9	11/21/2025	3.800	5,000,000.00	5,000,000.00	4,946,050.00	11/21/2028	966
JP MORGAN CHASE 3.9 1/12/2029-27	46632FXQ3	1/15/2026	3.900	5,000,000.00	5,000,000.00	4,980,400.00	1/12/2029	1,018
Sub Total / Average Coporate Obligation - 30 %			**3.828**	**15,000,000.00**	**14,950,950.00**	**14,861,900.00**		**851**
Federal Agencies - 100 %								
FFCB 3.875 4/26/2027	3133EPGT6	4/26/2023	3.875	2,000,000.00	2,000,000.00	2,002,840.00	4/26/2027	391
FFCB 4 10/21/2027-26	3133ERXY2	10/21/2024	4.000	5,000,000.00	5,000,000.00	4,999,900.00	10/21/2027	569
FFCB 4.25 1/28/2028	3133ERZ46	1/28/2025	4.250	5,000,000.00	5,000,000.00	5,045,450.00	1/28/2028	668

Description	CUSIP	Settlement Date	YTM	Face Amount	Cost Value	Market Value	Maturity Date	Days To Maturity
FFCB 4.3 6/30/2028-26	3133ETMX2	6/30/2025	4.300	3,000,000.00	3,000,000.00	2,995,620.00	6/30/2028	822
FFCB 4.5 8/14/2026	3133EPSW6	8/14/2023	4.500	3,000,000.00	3,000,000.00	3,006,690.00	8/14/2026	136
FFCB 4.625 10/23/2028	3133ERCF6	4/25/2024	4.672	5,000,000.00	4,990,500.00	5,087,950.00	10/23/2028	937
FHLB 3.78 2/4/2030-28	3130B9EG1	2/6/2026	3.780	10,000,000.00	10,000,000.00	9,908,300.00	2/4/2030	1,406
FHLB 4 11/1/2028-26	3130B8H54	11/5/2025	4.000	5,000,000.00	5,000,000.00	4,986,000.00	11/1/2028	946
FHLB 4.15 10/23/2028-26	3130B3DP5	10/23/2024	4.150	5,000,000.00	5,000,000.00	4,994,250.00	10/23/2028	937
FHLB 4.2 3/23/2029-27	3130BA2M8	3/30/2026	4.200	10,000,000.00	10,000,000.00	10,009,500.00	3/23/2029	1,088
FHLB 4.375 6/9/2028	3130AWMN7	8/14/2023	4.260	2,000,000.00	2,009,920.00	2,022,880.00	6/9/2028	801
FHLB 4.5 3/9/2029	3130AVBD3	4/25/2024	4.680	5,000,000.00	4,960,900.00	5,094,450.00	3/9/2029	1,074
FHLB 4.5 7/27/2029-27	3130B4RC7	1/30/2025	4.500	5,000,000.00	5,000,000.00	5,038,550.00	7/27/2029	1,214
FHLB 4.625 1/28/2030-27	3130B4TE1	1/30/2025	4.625	5,000,000.00	5,000,000.00	5,016,150.00	1/28/2030	1,399
FHLMC 3.7 11/22/2030-26	3134HCCE7	11/25/2025	3.840	5,000,000.00	4,968,500.00	4,987,050.00	11/22/2030	1,697
FHLMC 3.9 11/5/2027-26	3134HB3Y5	11/5/2025	3.900	5,000,000.00	5,000,000.00	4,998,100.00	11/5/2027	584
FHLMC 4.15 10/26/2029-27	3134HAM67	12/10/2024	4.150	10,000,000.00	10,000,000.00	9,971,800.00	10/26/2029	1,305
FHLMC 4.35 4/8/2030-26	3134HBHP9	4/8/2025	4.350	10,785,000.00	10,785,000.00	10,771,195.20	4/8/2030	1,469
FHLMC 4.41 1/28/2030-28	3134HA4V2	1/28/2025	4.410	10,000,000.00	10,000,000.00	9,961,400.00	1/28/2030	1,399
FNMA 3.73 1/5/2029-27	3136GCCX1	1/5/2026	3.730	5,000,000.00	5,000,000.00	4,964,300.00	1/5/2029	1,011
FNMA 4 11/6/2028-26	3136GC4G7	11/6/2025	4.000	5,000,000.00	5,000,000.00	4,991,100.00	11/6/2028	951
FNMA 4.4 3/25/2030-27	3136GAED7	3/28/2025	4.400	16,415,000.00	16,415,000.00	16,378,558.70	3/25/2030	1,455
Sub Total / Average Federal Agencies - 100 %			**4.220**	**137,200,000.00**	**137,129,820.00**	**137,232,033.90**		**1,144**
Local Agency Investment Fund - $ 50M								
LAIF LGIP	LAIF4000	9/30/2018	3.826	60,000,000.00	60,000,000.00	60,000,000.00	N/A	1
Sub Total / Average LAIF - $ 50M			**3.826**	**60,000,000.00**	**60,000,000.00**	**60,000,000.00**		**1**
Money Market BMO - 5%								
BMO HARRIS BANKMM	BMOMM0670	5/23/2023	2.428	2,867,906.66	2,867,906.66	2,867,906.66	N/A	1
Sub Total / Average Money Market BMO - 5%			**2.428**	**2,867,906.66**	**2,867,906.66**	**2,867,906.66**		**1**
Money Market UBS - 5 %								
UBS Financial MM	UBSMM9591	6/30/2018	3.530	5,000,000.00	5,000,000.00	5,000,000.00	N/A	1
Sub Total / Average Money Market UBS - 5 %			**3.530**	**5,000,000.00**	**5,000,000.00**	**5,000,000.00**		**1**
Total / Average			**4.011**	**253,059,906.66**	**252,250,287.78**	**252,670,555.92**		**686**

PUBLIC AGENCY RETIREMENT SERVICES

COUNTY OF INYO
PARS Post-Employment Benefits Trust

Account Report for the Period
3/1/2026 to 3/31/2026

Denelle Carrington
Interim County Administrative Officer
County of Inyo
P.O. Box Drawer N
Independence, CA 93526

Account Summary

Source	Balance as of 3/1/2026	Contributions	Earnings	Expenses	Distributions	Transfers	Balance as of 3/31/2026
OPEB	$14,426,873.64	$0.00	-$572,253.00	$5,702.62	$0.00	$0.00	$13,848,918.02
PENSION	$2,452,550.76	$0.00	-$97,289.84	$970.44	$0.00	$0.00	$2,354,290.48
Totals	$16,879,424.40	$0.00	-$669,542.84	$6,673.06	$0.00	$0.00	$16,203,208.50

Investment Selection

Source	
OPEB	County of Inyo - OPEB
PENSION	County of Inyo - PEN

Investment Objective

Source	
OPEB	Individual account based on Moderate - Strategic Blend. The dual goals of the Moderate Strategy are growth of principal and income. It is expected that dividend and interest income will comprise a significant portion of total return, although growth through capital appreciation is equally important. The portfolio will be allocated between equity and fixed income investments.
PENSION	Individual account based on Moderate - Strategic Blend. The dual goals of the Moderate Strategy are growth of principal and income. It is expected that dividend and interest income will comprise a significant portion of total return, although growth through capital appreciation is equally important. The portfolio will be allocated between equity and fixed income investments.

Investment Return

Source	1-Month	3-Months	1-Year	Annualized Return 3-Years	5-Years	10-Years	Plan's Inception Date
OPEB	-3.97%	-0.88%	11.41%	10.02%	4.87%	7.12%	6/16/2010
PENSION	-3.97%	-0.90%	11.40%	-	-	-	2/7/2025

Information as provided by US Bank, Trustee for PARS; Not FDIC Insured; No Bank Guarantee; May Lose Value

Past performance does not guarantee future results. Performance returns may not reflect the deduction of applicable fees, which could reduce returns. Information is deemed reliable but may be subject to change.
Investment Return: Annualized rate of return is the return on an investment over a period other than one year multiplied or divided to give a comparable one-year return.
Account balances are inclusive of Trust Administration, Trustee and Investment Management fees

OVERTIME COMPARISONS FY 2025-2026

BUDGET 2025-2026	022700 Sheriff general	022710 Sheriff Safety	022900 Jail General	022910 Jail safety	Quarter total
JULY-SEPTEMBER	$ 25,467.86	$ 195,122.93	$ 44,222.82	$ 3,146.51	**$ 267,960.12**
OCTOBER-DECEMBER	$ 50,252.13	$ 299,571.11	$ 73,457.16	$ 2,921.81	**$ 426,202.21**
JANUARY-MARCH	$ 35,277.72	$ 189,773.13	$ 50,188.05	$ 2,056.58	**$ 277,295.48**
APRIL-JUNE	$ -	$ -	$ -	$ -	**$ -**
YEAR TOTAL	**$ 110,997.71**	**$ 684,467.17**	**$ 167,868.03**	**$ 8,124.90**	**$ 971,457.81**
amt. budgeted	$ 163,047.00	$ 962,962.00	$ 246,000.00	$ 33,000.00	$ 1,405,009.00
budget less actual	$ 52,049.29	$ 278,494.83	$ 78,131.97	$ 24,875.10	$ 433,551.19
% of budget used	68.077	71.079	68.239	24.621	69.142