



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

July 14, 2026

8:30 A.M.

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) 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.

- 4) **Conference with Real Property Negotiators – Pursuant to Government Code Section 54956.8** – Property: 605 S. Main St., Lone Pine, CA 93545. Agency Negotiator: Denelle Carrington, Meaghan McCamman, John-Carl Vallejo. Negotiating Parties: Inyo County and Jeff Potter. Under Negotiation: price and terms of payment.
- 5) **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).
- 6) **Public Employment; Public Employee Performance Evaluation; Public Employee Separation/Dismissal/Release – Pursuant to Government Code §54957** – Title: Public Works Director.
- 7) **Public Employment – Pursuant to Government Code §54957** – Title: County Administrator.
- 8) **Public Employee Performance Evaluation – Pursuant to Government Code §54957** – Title: County Administrator.

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.**
- 9) **Pledge of Allegiance**
 - 10) **Report on Closed Session as Required by Law**
 - 11) **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.
 - 12) **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.
 - 13) **County Department Reports**
 - 14) **Introductions** - The following new employees will be introduced to the Board:
 - **Health and Human Services** - Prevention Specialist Ryan Graves-Soutome, Integrated Case Worker April Hensley, Integrated Case Worker Felicia Landa
 - **Library** - Librarian Greta Langhenry

CONSENT AGENDA

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

15) Approval of Minutes from the Board of Supervisors Meetings of June 23 and June 29

Clerk of the Board | Assistant Clerk of the Board

Recommended Action:

Approve the minutes from the regular June 23, 2026 Board of Supervisors meeting and the special meeting of June 29, 2026.

16) Reappointing Members of the Assessment Appeals Board

Clerk of the Board | Assistant Clerk of the Board

Recommended Action:

Reappoint Ms. Terry Walker and Mr. Randy Van Tassell each to three-year terms on the Assessment Appeals Board ending September 1, 2029; and reappoint Mr. Stan Smith to an unexpired three-year term on the AAB ending September 1, 2028.

17) Resolution from the Lone Pine Fire Protection District Requesting Election Consolidation

Clerk-Recorder | Danielle Sexton

Recommended Action:

- A) Order consolidation of the election for the Measure provided within Resolution #06-26 from the Lone Pine Fire Protection District of Inyo County with the November 3, 2026 General Election, including the canvass of the election results, in accordance with Elections Code Division 10, Part 3 (EC 10400-10418); and
- B) If the Board chooses, direct the County Auditor to review the measure and determine if the substance of the ballot measure, if adopted, would affect the revenues or expenditures of the county (EC 9160(c)).

18) Fiscal Year 2026-2027 California Children's Services Plan

Health & Human Services - Health/Prevention | Anna Scott

Recommended Action:

Approve the California Children's Services (CCS) Plan for Fiscal Year 2026-2027 to ensure the continuation of medical services to eligible children in Inyo County and authorize the HHS Director to sign certification statements.

19) Resolution Authorizing Planning Director to Enter into a Contract with the California Department of Transportation

Planning Department | Cathreen Richards

Recommended Action:

Approve Resolution No. 2026-27, titled: "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Authorizing Cathreen Richards, the Inyo County Planning Director, to Enter into a Contract with the California Department of Transportation of the County of Inyo for a Sustainable

Transportation Planning Grant Titled, 'The Big Pine 395 Corridor and Community Enhancement Plan,'" and authorize the Chairperson to sign.

20) Big Pine Senior Center ADA Restrooms Project Change Orders No. 1 and 2
Public Works | Marc Lucas

Recommended Action:

Authorize the Inyo County Assistant CAO to approve and sign Change Order No.1 in the amount of \$4,720.00 and Change Order No. 2 in the amount of \$3,062.59 to Mark Gadea Construction, of Bishop, CA for additional work provided related to the Big Pine Senior Center ADA restrooms project.

REGULAR AGENDA

21) Revision to Inyo County Code Chapter 2.36

County Administrator & Public Works | David Fraser
10 minutes (5min. Presentation / 5min. Discussion)

Recommended Action:

Waive further reading of the proposed ordinance titled, "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Revising Section 2.36.040 of the Inyo County Code Relating to Road Commissioner Duties of the Public Works Director," and schedule enactment for July 28, 2026, in the Board of Supervisors Chambers, County Administrative Center, Independence.

22) Presentation from the Rural County Representatives of California (RCRC) on the Organization's 2025-2027 Strategic Plan

County Administrator | David Fraser
15 minutes

Recommended Action:

Receive a presentation from Rural County Representatives of California (RCRC) President and CEO on the organization's 2025-2027 Strategic Plan and other RCRC activities.

23) Film Commissioner Contract Amendment No. 1

County Administrator - Economic Development | Meaghan McCamman
5 minutes

Recommended Action:

- A) Declare Jesse Steele a sole-source provider of film commissioner services; and
- B) Ratify and approve Amendment No. 1 to the contract between Inyo County and Jesse Steele for personal services as film commissioner, extending the term through June 30, 2027, contingent upon the Board's adoption of the Fiscal Year 2026-2027 Budget, and authorize the Chairperson to sign.

ADDITIONAL PUBLIC COMMENT

24) 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.

MEMORIAL ADJOURNMENT

- 25)** The Board will adjourn today's meeting in memory and honor of Judd Symons, lifelong local resident and longtime emergency services provider.



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

July 14, 2026

Reference ID:
2026-524

Approval of Minutes from the Board of Supervisors Meetings of June 23 and June 29

Clerk of the Board

ACTION REQUIRED

ITEM SUBMITTED BY

Clerk of the Board

ITEM PRESENTED BY

Assistant Clerk of the Board

RECOMMENDED ACTION:

Approve the minutes from the regular June 23, 2026 Board of Supervisors meeting and the special meeting of June 29, 2026.

BACKGROUND / SUMMARY / JUSTIFICATION:

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

FISCAL IMPACT:

There is no financial impact associated with this agenda item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

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

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Not Applicable

APPROVALS:

Hayley Carter
Darcy Israel

Created/Initiated - 06/24/2026
Final Approval - 06/24/2026

ATTACHMENTS:

1. Draft June 23, 2026 Minutes
2. Draft June 29, 2026 Minutes - Special Meeting

MINUTES



County of Inyo Board of Supervisors

June 23, 2026

The Board of Supervisors of the County of Inyo, State of California, met in regular session at the hour of 8:02 a.m., on June 23, 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 8:03 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** – Potential case: one - claim for damages submitted by William Michael Morris; No. 4 **Public Employment – Pursuant to Government Code §54957** - Title: County Administrative Officer; No. 5 **Public Employment – Pursuant to Government Code §54957** – Title: Public Works Director; and No. 6 **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 10:06 a.m. with all Board members present.
- Pledge of Allegiance** Supervisor Marcellin led the Pledge of Allegiance.
- Report on Closed Session** County Counsel Vallejo reported that the Board met in Closed Session and, regarding Litigation Item No. 3, voted to deny the submitted claim and authorized County Counsel to initiate a defense should a lawsuit be filed.
- 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.
- Board Member Reports** Supervisor Marcellin said that he attended the First 5 meeting and a Local Transportation Commission meeting.
- Supervisor Wadelton reported that he attended meetings of the Indian Wells Valley Groundwater Authority (IWVGA) and the Local Transportation Commission, the first annual Olancho-Cartago Fire Department "Safety Days" event, and the Concert in the Rocks. He also noted that he has an upcoming Behavioral Health Advisory Board meeting.
- Supervisor Roeser said that she attended several constituent meetings and requested that a workshop on broadband in Inyo County be agendized.
- Supervisor Griffiths reported attending a California State Association of Counties (CSAC)

regional meeting in Kings County, the Tri-County Fairgrounds Board meeting, the groundbreaking ceremony for the new CSAC Tech building, and the Bishop City Council meeting and also made a visit to Yolo County.

Supervisor Orrill said that she attended an Eastern Sierra Area Agency on Aging (ESAAA) Advisory Committee meeting and reported that the Bishop Senior Center has reopened following repairs of flood-related damage. She also reported attending a Rural Action Caucus meeting, the Mustang Mesa Firewise Community cleanup, and the Elks Flag Day Celebration with Supervisor Roeser, thanking her for the great speech she gave at the event. Additionally, she reported resubmitted a policy proposal to the National Association of Counties (NACo), which is currently progressing through legislation as the "Fire Smart Act of 2026" (S4 812).

CAO Fraser reported that passenger numbers at Bishop Airport have been very strong, and that the airline has recently shown interest in discussions about offering year-round service.

***County Department
Reports***

Deputy Public Works Director Ashley Helms provided an additional briefing about air service at the airport and said that United Airlines has made an initial offer to carry services through the fall season and explained that flights out of San Francisco will operate daily until September then shift to a 4-day per week schedule.

Supervisor Roeser requested an update from H.W. Lochner Inc., the air service consultants contracted with Inyo County. Deputy Director Helms noted that a presentation is planned for later in the summer once the Terminal Demand Study is completed.

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

Moved by Supervisor Roeser and seconded by Supervisor Griffiths to approve the minutes from the regular June 9, 2026 Board of Supervisors meeting. Motion carried unanimously.

***Clerk of the Board –
Bishop Fire Protection
District Board of
Commissioners
Appointments***

Moved by Supervisor Roeser and seconded by Supervisor Griffiths to reappoint Ms. Suzanne Butler and Mr. Donald Kunze each to a four-year term on the Bishop Fire Protection District Board of Commissioners ending July 1, 2030. Motion carried unanimously.

***CAO –
Veterans Services
Office Annual
Compliance Forms***

Moved by Supervisor Roeser and seconded by Supervisor Griffiths to authorize the Chairperson to sign the California Department of Veterans Affairs Annual Medi-Cal Cost Avoidance Program Certificate of Compliance for Fiscal Year 2026-2027 and the California Department of Veterans Annual Subvention Certificate of Compliance for Fiscal Year 2026-2027. Motion carried unanimously.

***HHS-Behavioral
Health –
North American Mental
Health Services
Contract***

Moved by Supervisor Roeser and seconded by Supervisor Griffiths to:

- A) Declare North American Mental Health Services of Redding, CA a sole-source provider of mental health tele-psychiatry services;
- B) Approve the contract between the County of Inyo and North American Mental Health Services of Redding, CA for the provision of mental health tele-psychiatry services in an amount not to exceed \$198,432 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 the contract and Business Associate Agreement.

Motion carried unanimously.

***Planning Department –
LAFCo Contract***

Moved by Supervisor Roeser and seconded by Supervisor Griffiths to approve the agreement between the County of Inyo and the Inyo County Local Agency Formation Commission (LAFCo) for the provision of executive officer, staff, and county counsel services in an amount not to exceed \$22,414 for the period of July 1, 2026, through June 30, 2027, and authorize the Chairperson to sign. Motion carried unanimously.

***Public Works-
Recycling & Waste
Management –***

Moved by Supervisor Roeser and seconded by Supervisor Griffiths to approve Amendment No. 2 to the agreement between the County of Inyo and Geo-Logic Associates of Grass Valley, CA, increasing the contract to an amount not to exceed \$936,959, contingent upon the Board approval of the Fiscal Year 2026-2027 Budget, and authorized the Chairperson to

**Geo-Logic Associates
Contract Amendment
No. 2**

sign. Motion carried unanimously.

**Public Works –
Bishop Airport
Perimeter Fence
Replacement Project
Plans and Specs.**

Moved by Supervisor Roeser and seconded by Supervisor Griffiths to approve the plans and specifications of the bid package for the Bishop Airport Perimeter Fence Replacement Project and authorize the Public Works Director to advertise the project. Motion carried unanimously.

**Public Works –
Carroll Creek Bridge
Replacement Project
Plans and Specs.**

Moved by Supervisor Roeser and seconded by Supervisor Griffiths to approve the plans and specifications for the Carroll Creek Bridge Replacement Project and authorize the Public Works Director to advertise the project. Motion carried unanimously.

**Sheriff –
Jail Security Project
N.O.C. and Reso.
#2026-23**

Moved by Supervisor Roeser and seconded by Supervisor Griffiths to approve Resolution No. 2026-23, 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 Inyo County Jail Security and Camera Project," and authorize the Chairperson to sign. Motion carried unanimously.

**CAO-Emergency
Services –
Authorized Applicant
Agent Authorization/
Reso #2026-24**

Moved by Supervisor Roeser and seconded by Supervisor Griffiths to approve Governing Board Resolution No. 2026-24, rescinding Resolution No. 2026-11 and designating the Inyo County Administrative Officer, Assistant County Administrator Officer, or Deputy County Administrative Officer as the authorized applicant agent for the County of Inyo with the California Governor's Office of Emergency Services (CalOES) for the purpose of obtaining federal financial assistance for any existing or future grant program; and authorize the Assistant Clerk of the Board to certify the resolution by signature. Motion carried unanimously.

**Clerk of the Board –
2026 Board Meeting
Calendar Revision**

The item was moved from the Consent Agenda to the Regular Agenda at the request of Supervisor Wadelton for further discussion. He advised the CAO that he was unaware of the nature of the special meeting when contacted by a constituent. CAO Fraser explained the purpose of the meeting.

Moved by Supervisor Griffiths and seconded by Supervisor Marcellin to approve the addition of a special meeting, set for Monday, June 29 in Bishop, to the 2026 Board of Supervisors meeting calendar. Motion carried unanimously.

**CAO –
Southern Inyo
Healthcare District
Update**

Southern Inyo Healthcare District CEO Dr. Kevin Flanigan updated the Board on the recent announcement by Assemblyman David Tangipa and Senator Marie Alvarado-Gil that the SIHD has been awarded \$400,000 through California's Distressed Hospital Small Grant Program. Additionally, Dr. Flanigan provided information on an upcoming health fair at Southern Inyo Hospital on June 27.

**Probation –
Serrano Advisors, LLC
Invoice**

Moved by Supervisor Griffiths and seconded by Supervisor Roeser to ratify and approve payment of invoice number 0184 to Serrano Advisors, LLC of El Dorado, CA for the provision of consulting services for prior-year services in the amount of \$49,875.00. Motion carried unanimously.

**Public Works –
Electric Vehicle
Charging Infrastructure
Network Plan**

The Board received a comprehensive presentation by David Tokarski and Owen Wang of DKS Associates on the county's Electric Vehicle Charging Infrastructure and Network Plan.

Moved by Supervisor Marcellin and seconded by Supervisor Wadelton to:

- A) Accept the completed Inyo County Electric Vehicle Charging Infrastructure and Network Plan and direct staff to incorporate any minor revisions requested by the Board; and
- B) Authorize staff to submit the final Plan to Caltrans to satisfy the requirements of the Sustainable Transportation Planning Grant.

Motion carried unanimously.

Recess/Reconvene

Chairperson Orrill recessed the meeting at 11:56 a.m. for a lunch break and reconvened the meeting at 12:30 p.m. with all members present.

*Planning Department –
Appeal 2026-01/Falzon
of Variance No. 2025-
05/Bradford*

Assistant County Counsel Christy Milovich, who was present to represent the Planning Department, introduced the parties involved including applicant property owner Mr. Bradford, Planning Associate Cynthia Draper, Planning Director Cathreen Richards, appellant Mr. Ed Falzone, and his counsel, Jennifer Oden.

Milovich said that the variance approved by the Planning Commission on January 28 granted Mr. Bradford permission to build a 6-foot fence in an area where the standard allowance is 3.5 feet – along his property located in the 40 Acres neighborhood – and that his request was granted due to special specific unique characteristics of the property. Milovich explained that in order to proceed, the Board would need to make 7 required findings which were noted on page 6 of the staff report and that they must be supported by substantial evidence in the record, also taking into consideration, public health and safety, any hardships applicant would endure if held strictly to code and any special privileges that the variance would grant to the applicant that other neighbors would not also be able to enjoy. Milovich noted for the record that additional correspondence has been received from the appellant, that staff have spent a significant amount of time addressing them, and requested the opportunity to respond to any comments from the appellant today.

County Counsel Vallejo noted that the Board at the conclusion of the hearing will have options to sustain, modify or overrule the action of the Planning Commission or refer the matter back to them.

The Chairperson opened a public hearing at 12:38 p.m. on Appeal No. 2026-01/Falzon of Variance No. 2025-05/Bradford. Board members received testimony and documentary evidence.

Planning Cynthia provided a presentation on the aforementioned 7 findings and recommended that the Board deny Appeal 2026-01/Falzon and uphold the Planning Commission's approval of Variance Number 2025-05/Brandford, subject to the conditions of approval.

Attorney Odin argued that the variance should have been categorized relative to both height and yard setbacks required under Inyo County code and additionally would not meet the requirements of granting a variance given the strict conditions required. She argued that the property does not meet the conditions as it does not present as unique or exceptional in comparison to the neighboring properties.

Appellant Mr. Eddie Falzon provided a statement and applicant Mr. David Bradford provided a statement.

Assistant Counsel Milovich responded that the property does meet the conditions of a variance based on multiple challenges presented to Mr. Bradford by wildlife access on multiple sides of the property as well as a creek and pond and mature vegetation.

The Chairperson asked if there was anyone wishing to provide public comment and there was no one wishing to speak.

Board discussion ensued and concerns were raised with regard to the pond on the property, the right of the property owner to protect his property from wildfire, and protecting the feature for the collective safety of the neighboring area. Questions were answered collectively by County Counsel and Planning staff.

The public hearing was closed at 2:06 p.m.

Supervisor Marcellin requested that an additional condition be placed on the variance that would ensure reasonable access to the pond by emergency personnel for the purpose of fire suppression.

Assistant County Counsel Milovich noted there necessary changes to the required findings as presented by staff. County Counsel Vallejo said this would need to occur prior to the Board vote as the findings are supporting backup.

Recess/Reconvene

Chairperson Orrill recessed the meeting at 2:08 p.m. for a break and reconvened the meeting at 2:21 p.m. with all members present.

***Planning Department –
Appeal 2026-01/Falzon
of Variance No. 2025-
05/Bradford***

Assistant Counsel Milovich read aloud changes that were made to the language in the findings.

Moved by Supervisor Griffiths and seconded by Supervisor Wadelton to deny Appeal No. 2026-01/Falzon; find that the required findings for approval of Variance No. 2025-05/Bradford are supported by substantial evidence; adopt findings 1-7 as set forth in the staff report; find the proposed project is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Section 15303, Class 3; and uphold the Planning Commission's approval of Variance No. 2025-05/Bradford, with the added condition as follows:

The property owner shall allow reasonable access to emergency personnel to the existing pond on the property for fire suppression purposes during a fire emergency. This condition shall run with the land and shall apply to all future property owners unless modified by a subsequent discretionary approval.

Motion carried unanimously.

Recess/Reconvene

Chairperson Orrill recessed the meeting at 2:31 p.m. for a break and reconvened the meeting at 2:39 p.m. with all members present.

***Planning Department –
LAFCo. Presentation
and Municipal Service
Reviews***

The Board received an overview of the California Local Agency Formation Commission (LAFCo) and Municipal Service Reviews (MSR) from Planning Director Cathreen Richards.

Public Comment III

The Chairperson asked if there was anyone wishing to comment on items not included on the agenda and comment was received from Karen Kong.

Recess/Reconvene

Chairperson Orrill recessed the meeting at 3:20 p.m. to return to Closed Session and reconvened the meeting at 4:20 p.m. with all members present.

***Report on Closed
Session***

County Counsel Vallejo said that no action was taken during Closed Session that is required to be reported.

Adjournment

The Chairperson adjourned the meeting at 4:20 p.m. to 9:30 a.m. Monday, June 29, 2026, in the Cardinal Village Resort Meeting Hall in Bishop.

Chairperson, Inyo County Board of Supervisors

Attest: **DAVID FRASER**
Clerk of the Board

DRAFT

MINUTES



County of Inyo Board of Supervisors

June 23, 2026

The Board of Supervisors of the County of Inyo, State of California, met in regular session at the hour of 8:02 a.m., on June 23, 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 8:03 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** – Potential case: one - claim for damages submitted by William Michael Morris; No. 4 **Public Employment – Pursuant to Government Code §54957** - Title: County Administrative Officer; No. 5 **Public Employment – Pursuant to Government Code §54957** – Title: Public Works Director; and No. 6 **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 10:06 a.m. with all Board members present.

Pledge of Allegiance

Supervisor Marcellin led the Pledge of Allegiance.

Report on Closed Session

County Counsel Vallejo reported that the Board met in Closed Session and, regarding Litigation Item No. 3, voted to deny the submitted claim and authorized County Counsel to initiate a defense should a lawsuit be filed.

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.

Board Member Reports

Supervisor Marcellin said that he attended the First 5 meeting and a Local Transportation Commission meeting.

Supervisor Wadelton reported that he attended meetings of the Indian Wells Valley Groundwater Authority (IWVGA) and the Local Transportation Commission, the first annual Olancho-Cartago Fire Department "Safety Days" event, and the Concert in the Rocks. He also noted that he has an upcoming Behavioral Health Advisory Board meeting.

Supervisor Roeser said that she attended several constituent meetings and requested that a workshop on broadband in Inyo County be agendized.

Supervisor Griffiths reported attending a California State Association of Counties (CSAC)

regional meeting in Kings County, the Tri-County Fairgrounds Board meeting, the groundbreaking ceremony for the new CSAC Tech building, and the Bishop City Council meeting and also made a visit to Yolo County.

Supervisor Orrill said that she attended an Eastern Sierra Area Agency on Aging (ESAAA) Advisory Committee meeting and reported that the Bishop Senior Center has reopened following repairs of flood-related damage. She also reported attending a Rural Action Caucus meeting, the Mustang Mesa Firewise Community cleanup, and the Elks Flag Day Celebration with Supervisor Roeser, thanking her for the great speech she gave at the event. Additionally, she reported resubmitted a policy proposal to the National Association of Counties (NACo), which is currently progressing through legislation as the "Fire Smart Act of 2026" (S4 812).

CAO Fraser reported that passenger numbers at Bishop Airport have been very strong, and that the airline has recently shown interest in discussions about offering year-round service.

***County Department
Reports***

Deputy Public Works Director Ashley Helms provided an additional briefing about air service at the airport and said that United Airlines has made an initial offer to carry services through the fall season and explained that flights out of San Francisco will operate daily until September then shift to a 4-day per week schedule.

Supervisor Roeser requested an update from H.W. Lochner Inc., the air service consultants contracted with Inyo County. Deputy Director Helms noted that a presentation is planned for later in the summer once the Terminal Demand Study is completed.

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

Moved by Supervisor Roeser and seconded by Supervisor Griffiths to approve the minutes from the regular June 9, 2026 Board of Supervisors meeting. Motion carried unanimously.

***Clerk of the Board –
Bishop Fire Protection
District Board of
Commissioners
Appointments***

Moved by Supervisor Roeser and seconded by Supervisor Griffiths to reappoint Ms. Suzanne Butler and Mr. Donald Kunze each to a four-year term on the Bishop Fire Protection District Board of Commissioners ending July 1, 2030. Motion carried unanimously.

***CAO –
Veterans Services
Office Annual
Compliance Forms***

Moved by Supervisor Roeser and seconded by Supervisor Griffiths to authorize the Chairperson to sign the California Department of Veterans Affairs Annual Medi-Cal Cost Avoidance Program Certificate of Compliance for Fiscal Year 2026-2027 and the California Department of Veterans Annual Subvention Certificate of Compliance for Fiscal Year 2026-2027. Motion carried unanimously.

***HHS-Behavioral
Health –
North American Mental
Health Services
Contract***

Moved by Supervisor Roeser and seconded by Supervisor Griffiths to:

- A) Declare North American Mental Health Services of Redding, CA a sole-source provider of mental health tele-psychiatry services;
- B) Approve the contract between the County of Inyo and North American Mental Health Services of Redding, CA for the provision of mental health tele-psychiatry services in an amount not to exceed \$198,432 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 the contract and Business Associate Agreement.

Motion carried unanimously.

***Planning Department –
LAFCo Contract***

Moved by Supervisor Roeser and seconded by Supervisor Griffiths to approve the agreement between the County of Inyo and the Inyo County Local Agency Formation Commission (LAFCo) for the provision of executive officer, staff, and county counsel services in an amount not to exceed \$22,414 for the period of July 1, 2026, through June 30, 2027, and authorize the Chairperson to sign. Motion carried unanimously.

***Public Works-
Recycling & Waste
Management –***

Moved by Supervisor Roeser and seconded by Supervisor Griffiths to approve Amendment No. 2 to the agreement between the County of Inyo and Geo-Logic Associates of Grass Valley, CA, increasing the contract to an amount not to exceed \$936,959, contingent upon the Board approval of the Fiscal Year 2026-2027 Budget, and authorized the Chairperson to

**Geo-Logic Associates
Contract Amendment
No. 2**

sign. Motion carried unanimously.

**Public Works –
Bishop Airport
Perimeter Fence
Replacement Project
Plans and Specs.**

Moved by Supervisor Roeser and seconded by Supervisor Griffiths to approve the plans and specifications of the bid package for the Bishop Airport Perimeter Fence Replacement Project and authorize the Public Works Director to advertise the project. Motion carried unanimously.

**Public Works –
Carroll Creek Bridge
Replacement Project
Plans and Specs.**

Moved by Supervisor Roeser and seconded by Supervisor Griffiths to approve the plans and specifications for the Carroll Creek Bridge Replacement Project and authorize the Public Works Director to advertise the project. Motion carried unanimously.

**Sheriff –
Jail Security Project
N.O.C. and Reso.
#2026-23**

Moved by Supervisor Roeser and seconded by Supervisor Griffiths to approve Resolution No. 2026-23, 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 Inyo County Jail Security and Camera Project," and authorize the Chairperson to sign. Motion carried unanimously.

**CAO-Emergency
Services –
Authorized Applicant
Agent Authorization/
Reso #2026-24**

Moved by Supervisor Roeser and seconded by Supervisor Griffiths to approve Governing Board Resolution No. 2026-24, rescinding Resolution No. 2026-11 and designating the Inyo County Administrative Officer, Assistant County Administrator Officer, or Deputy County Administrative Officer as the authorized applicant agent for the County of Inyo with the California Governor's Office of Emergency Services (CalOES) for the purpose of obtaining federal financial assistance for any existing or future grant program; and authorize the Assistant Clerk of the Board to certify the resolution by signature. Motion carried unanimously.

**Clerk of the Board –
2026 Board Meeting
Calendar Revision**

The item was moved from the Consent Agenda to the Regular Agenda at the request of Supervisor Wadelton for further discussion. He advised the CAO that he was unaware of the nature of the special meeting when contacted by a constituent. CAO Fraser explained the purpose of the meeting.

Moved by Supervisor Griffiths and seconded by Supervisor Marcellin to approve the addition of a special meeting, set for Monday, June 29 in Bishop, to the 2026 Board of Supervisors meeting calendar. Motion carried unanimously.

**CAO –
Southern Inyo
Healthcare District
Update**

Southern Inyo Healthcare District CEO Dr. Kevin Flanigan updated the Board on the recent announcement by Assemblyman David Tangipa and Senator Marie Alvarado-Gil that the SIHD has been awarded \$400,000 through California's Distressed Hospital Small Grant Program. Additionally, Dr. Flanigan provided information on an upcoming health fair at Southern Inyo Hospital on June 27.

**Probation –
Serrano Advisors, LLC
Invoice**

Moved by Supervisor Griffiths and seconded by Supervisor Roeser to ratify and approve payment of invoice number 0184 to Serrano Advisors, LLC of El Dorado, CA for the provision of consulting services for prior-year services in the amount of \$49,875.00. Motion carried unanimously.

**Public Works –
Electric Vehicle
Charging Infrastructure
Network Plan**

The Board received a comprehensive presentation by David Tokarski and Owen Wang of DKS Associates on the county's Electric Vehicle Charging Infrastructure and Network Plan.

Moved by Supervisor Marcellin and seconded by Supervisor Wadelton to:

- A) Accept the completed Inyo County Electric Vehicle Charging Infrastructure and Network Plan and direct staff to incorporate any minor revisions requested by the Board; and
- B) Authorize staff to submit the final Plan to Caltrans to satisfy the requirements of the Sustainable Transportation Planning Grant.

Motion carried unanimously.

Recess/Reconvene

Chairperson Orrill recessed the meeting at 11:56 a.m. for a lunch break and reconvened the meeting at 12:30 p.m. with all members present.

*Planning Department –
Appeal 2026-01/Falzon
of Variance No. 2025-
05/Bradford*

Assistant County Counsel Christy Milovich, who was present to represent the Planning Department, introduced the parties involved including applicant property owner Mr. Bradford, Planning Associate Cynthia Draper, Planning Director Cathreen Richards, appellant Mr. Ed Falzone, and his counsel, Jennifer Oden.

Milovich said that the variance approved by the Planning Commission on January 28 granted Mr. Bradford permission to build a 6-foot fence in an area where the standard allowance is 3.5 feet – along his property located in the 40 Acres neighborhood – and that his request was granted due to special specific unique characteristics of the property. Milovich explained that in order to proceed, the Board would need to make 7 required findings which were noted on page 6 of the staff report and that they must be supported by substantial evidence in the record, also taking into consideration, public health and safety, any hardships applicant would endure if held strictly to code and any special privileges that the variance would grant to the applicant that other neighbors would not also be able to enjoy. Milovich noted for the record that additional correspondence has been received from the appellant, that staff have spent a significant amount of time addressing them, and requested the opportunity to respond to any comments from the appellant today.

County Counsel Vallejo noted that the Board at the conclusion of the hearing will have options to sustain, modify or overrule the action of the Planning Commission or refer the matter back to them.

The Chairperson opened a public hearing at 12:38 p.m. on Appeal No. 2026-01/Falzon of Variance No. 2025-05/Bradford. Board members received testimony and documentary evidence.

Planning Cynthia provided a presentation on the aforementioned 7 findings and recommended that the Board deny Appeal 2026-01/Falzon and uphold the Planning Commission's approval of Variance Number 2025-05/Brandford, subject to the conditions of approval.

Attorney Odin argued that the variance should have been categorized relative to both height and yard setbacks required under Inyo County code and additionally would not meet the requirements of granting a variance given the strict conditions required. She argued that the property does not meet the conditions as it does not present as unique or exceptional in comparison to the neighboring properties.

Appellant Mr. Eddie Falzon provided a statement and applicant Mr. David Bradford provided a statement.

Assistant Counsel Milovich responded that the property does meet the conditions of a variance based on multiple challenges presented to Mr. Bradford by wildlife access on multiple sides of the property as well as a creek and pond and mature vegetation.

The Chairperson asked if there was anyone wishing to provide public comment and there was no one wishing to speak.

Board discussion ensued and concerns were raised with regard to the pond on the property, the right of the property owner to protect his property from wildfire, and protecting the feature for the collective safety of the neighboring area. Questions were answered collectively by County Counsel and Planning staff.

The public hearing was closed at 2:06 p.m.

Supervisor Marcellin requested that an additional condition be placed on the variance that would ensure reasonable access to the pond by emergency personnel for the purpose of fire suppression.

Assistant County Counsel Milovich noted there necessary changes to the required findings as presented by staff. County Counsel Vallejo said this would need to occur prior to the Board vote as the findings are supporting backup.

Recess/Reconvene

Chairperson Orrill recessed the meeting at 2:08 p.m. for a break and reconvened the meeting at 2:21 p.m. with all members present.

***Planning Department –
Appeal 2026-01/Falzon
of Variance No. 2025-
05/Bradford***

Assistant Counsel Milovich read aloud changes that were made to the language in the findings.

Moved by Supervisor Griffiths and seconded by Supervisor Wadelton to deny Appeal No. 2026-01/Falzon; find that the required findings for approval of Variance No. 2025-05/Bradford are supported by substantial evidence; adopt findings 1-7 as set forth in the staff report; find the proposed project is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Section 15303, Class 3; and uphold the Planning Commission's approval of Variance No. 2025-05/Bradford, with the added condition as follows:

The property owner shall allow reasonable access to emergency personnel to the existing pond on the property for fire suppression purposes during a fire emergency. This condition shall run with the land and shall apply to all future property owners unless modified by a subsequent discretionary approval.

Motion carried unanimously.

Recess/Reconvene

Chairperson Orrill recessed the meeting at 2:31 p.m. for a break and reconvened the meeting at 2:39 p.m. with all members present.

***Planning Department –
LAFCo. Presentation
and Municipal Service
Reviews***

The Board received an overview of the California Local Agency Formation Commission (LAFCo) and Municipal Service Reviews (MSR) from Planning Director Cathreen Richards.

Public Comment III

The Chairperson asked if there was anyone wishing to comment on items not included on the agenda and comment was received from Karen Kong.

Recess/Reconvene

Chairperson Orrill recessed the meeting at 3:20 p.m. to return to Closed Session and reconvened the meeting at 4:20 p.m. with all members present.

***Report on Closed
Session***

County Counsel Vallejo said that no action was taken during Closed Session that is required to be reported.

Adjournment

The Chairperson adjourned the meeting at 4:20 p.m. to 9:30 a.m. Monday, June 29, 2026, in the Cardinal Village Resort Meeting Hall in Bishop.

Chairperson, Inyo County Board of Supervisors

Attest: **DAVID FRASER**
Clerk of the Board

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

July 14, 2026

Reference ID:
2026-540

Reappointing Members of the Assessment Appeals Board

Clerk of the Board

ACTION REQUIRED

ITEM SUBMITTED BY

Clerk of the Board

ITEM PRESENTED BY

Assistant Clerk of the Board

RECOMMENDED ACTION:

Reappoint Ms. Terry Walker and Mr. Randy Van Tassell each to three-year terms on the Assessment Appeals Board ending September 1, 2029; and reappoint Mr. Stan Smith to an unexpired three-year term on the AAB ending September 1, 2028.

BACKGROUND / SUMMARY / JUSTIFICATION:

Your Board created the five-member Assessment Appeals Board in October 2024. Five individuals with experience in real estate and/or law were appointed to staggered terms that December.

One of the terms has expired and two more will be expiring soon. Staff requests the Board reappoint Ms. Terry Walker and Mr. Randy Van Tassell each to three-year terms on the Assessment Appeals Board ending September 1, 2029; and reappoint Mr. Stan Smith to an unexpired three-year term on the AAB ending September 1, 2028.

FISCAL IMPACT:

There is no fiscal impact associated strictly with making the requested reappointments.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Decline to reappoint any or all of the three individuals. This is not recommended, however, as their experience and service have proven valuable to Inyo County.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

County Counsel.

STRATEGIC PLAN ALIGNMENT:

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

APPROVALS:

Darcy Israel
Darcy Israel
John Vallejo
David Fraser

Created/Initiated - 07/07/2026
Approved - 07/07/2026
Approved - 07/07/2026
Final Approval - 07/07/2026

ATTACHMENTS:

1. AAB Rules Adoption & Appointments

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 10th day of December 2024 an order was duly made and entered as follows:

*County Counsel –
Assessment
Appeals Board
Adoption &
Appointments/
Reso. No. 2024-44*

Chairperson Kingsley opened the public hearing at 11:45 a.m., public comment was received from Lauralyn Hundley, and the hearing was closed at 11:47a.m.

Moved by Supervisor Roeser and seconded by Supervisor Griffiths to:

A) Make the following appointments to the AAB:

1. Jennifer Castaneda to a 3-year term beginning September 2, 2024;
2. Paul Bruce to a 3-year term beginning September 2, 2024;
3. Randall W Van Tassell to a 2-year term beginning September 2, 2024;
4. Stan Smith to a 1-year term beginning September 2, 2024;
5. Terry Walker to a 2-year term beginning September 2, 2024.

B) Direct Clerk to notify newly selected members of the training requirements set forth in Revenue and Taxation Code section 1624.01; and

C) Approve Resolution No. 2024-44 titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Rescinding and Replacing Resolution No. 2022-23, Approving Assessment Appeals Board Local Rules, and Establishing Stipends for the Local AAB Members," and authorize the Chairperson to sign.

Motion carried unanimously.

WITNESS my hand and the seal of said Board this 10th

Day of December, 2024

Routing

CC X
Purchasing
Personnel
Auditor
CAO
Other:
DATE: December 12, 2024



NATHAN GREENBERG
Clerk of the Board of Supervisors

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

By: _____



INYO COUNTY BOARD OF SUPERVISORS

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

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

December 10, 2024

Reference ID:
2024-893

Public Hearing and Appointments to Assessment Appeals Board and Adoption of Resolution Establishing Local AAB Rules County Counsel ACTION REQUIRED

ITEM SUBMITTED BY

John Vallejo, County Counsel

ITEM PRESENTED BY

Grace Weitz, Assistant County Counsel

RECOMMENDED ACTION:

A) Make the following appointments to the AAB:

1. Jennifer Castaneda to a 3-year term beginning September 2, 2024;
2. Paul Bruce to a 2-year term beginning September 2, 2024;
3. Randall W Van Tassell to a 1-year term beginning September 2, 2024;
4. Stan Smith to a 3-year term beginning September 2, 2024;
5. Terry Walker to a 2-year term beginning September 2, 2024.

B) Direct Clerk to notify newly selected members of the training requirements set forth in Revenue and Taxation Code section 1624.01; and

C) Conduct a public hearing, and Approve Resolution No. 2024-44 titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Rescinding and Replacing Resolution No. 2022-23, Approving Assessment Appeals Board Local Rules, and Establishing Stipends for the Local AAB Members," and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

Following up with your Board's recent creation of the Inyo County Assessment Appeals Board (AAB), this agenda item is intended to finalize that process by making appointments to that AAB, adopting its local rules with an increased filing fee, and establishing stipends for their participation on the AAB.

Appointments to the AAB:

Your Board makes the appointments to the AAB pursuant to Revenue and Taxation Code section 1622.1, and Inyo County Code Section 3.25.040. Attached to this agenda item are the five letters of interest received. All five individuals are recommended for appointment to the AAB. The proposed terms are recommended pursuant to the requirements of Revenue and Taxation Code sections 1622.1 and 1623, which provide for a 5-member AAB acting as a 3-person panel selected by the Clerk, and establishes the terms of AAB members.

Resolution Establishing Local Rules and Stipends

As your Board may recall, in 2022 the County adopted local rules for the BOE. The proposed local rules for the AAB track those rules with an update to the filing fees required for individuals to file an appeal. The \$32 filing fee is non-refundable and based on staff time to review and process each appeal application. The Resolution also establishes stipends for AAB Board Member participation in meetings and for the training required by the revenue and taxation code. The stipend for meetings is consistent with that provided to our Planning Commissioners.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	010100 - BOS budget
Budgeted?	Yes	Object Code	5265 - Professional Services
Recurrence	Ongoing Expenditure	Sole Source?	N/A

If Sole Source, provide justification below

Current Fiscal Year Impact

For each appeals hearing, only three members will be needed. There is an anticipation of at least 3 hearings in the current fiscal year, resulting in a \$900 impact. However, there is sufficient funding in the budget for additional hearings if needed.

Future Fiscal Year Impacts

It is estimated that there will be approximately 6 appeals meetings each year - with only 3 members per meeting - for a total of \$1,800 per year.

Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could decline to make some or all of the appointments recommended, could establish different local rules, and/or could establish different stipend amounts.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

High Quality Services | Improved Access to Government

APPROVALS:

John Vallejo	Created/Initiated - 11/19/2024
Darcy Ellis	Approved - 11/19/2024
Christian Milovich	Approved - 11/21/2024
Grace Chuchla	Approved - 11/21/2024
John Vallejo	Approved - 11/21/2024
Darcy Ellis	Approved - 11/25/2024
Denelle Carrington	Approved - 12/2/2024
Amy Shepherd	Approved - 12/2/2024
Nate Greenberg	Final Approval - 12/4/2024

ATTACHMENTS:

1. Resolution - AAB Rules
2. Local AAB Rules
3. Letter of Interest - Paul Bruce - AAB
4. Letter of Interest - Terry Walker - AAB
5. Letter of Interest - Stan Smith - AAB
6. Letter of Interest - Randy VanTassell - AAB
7. Letter of Interest - Jennifer Castaneda - AAB

RESOLUTION NO. 2024- 44

A RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF INYO, STATE OF CALIFORNIA, RESCINDING AND REPLACING RESOLUTION NO. 2022-23, APPROVING ASSESSMENT APPEALS BOARD LOCAL RULES, AND ESTABLISHING STIPENDS FOR THE LOCAL AAB MEMBERS

WHEREAS, the Inyo County Board of Supervisors established the local Assessment Appeals Board (AAB) pursuant to Revenue and Taxation Code section 1620; and

WHEREAS, the Inyo County Board of Supervisors determined that it is necessary and desirable to adopt local rules for the uniform processing of such applications for reduction in assessment under Revenue and Taxation Code section 1603; and

WHEREAS, the County of Inyo Currently charges applicants a filing fee in the amount of \$32, which is consistent with applicable legal mandates as a reasonable amount that is applied in a uniform manner and by this Resolution will not change the fee or the purpose of the fee.

NOW, THEREFORE, BE IT RESOLVED that the Inyo County Board of Supervisors hereby resolves as follows:

1. The Assessment Appeals Board Local Rules, attached hereto as Exhibit 1, are hereby approved and adopted by the County.
2. A stipend in the amount of \$100 per meeting shall be provided to each AAB member attending a given meeting.
3. A stipend in the amount of \$100 shall be provide for newly appointed AAB members to complete the training required by Revenue and Taxation Code section 1624.01, payable upon proof of completion.

PASSED AND ADOPTED on this 10th day of December 2024, by the Inyo County Board of Supervisors, County of Inyo, by the following vote:

AYES: -5- Supervisors Marcellin, Orrill, Roeser, Griffiths, and Kingsley

NOES: -0-

ABSTAIN: -0-

ABSENT: -0-


Matt Kingsley, Chairperson
Inyo County Board of Supervisors

ATTEST:

NATE GREENBERG
Clerk of the Board

By: 
Darcy Ellis, Assistant

**ASSESSMENT APPEALS BOARD
OF THE
COUNTY OF INYO**



LOCAL RULES

Adopted by the Board of Supervisors

12/10/2024

TABLE OF CONTENTS

I. ASSESSMENT APPEALS OVERVIEW	1
A. Property Valuation Process.....	1
B. Purpose of Local Rules	1
C. Legal Authority	1
D. Access to Local Rules	2
E. Definitions	2
II. FILING APPLICATIONS AND OTHER DOCUMENTS.....	4
A. Electronic Filing of Documents	4
B. Filing an Application	5
C. Fee Waiver	5
D. Agent Authorization.....	6
E. Revocation or Substitution of Agent	6
F. Optional Information.....	6
G. Invalid Applications.....	7
H. Appeal of Invalidity	8
I. Consolidation of Applications	8
J. Amendments and Corrections	8
K. Claim for Refund	9
L. Withdrawal.....	9
M. Copy of Application to Assessor	9
III. PREPARING FOR HEARING.....	9
A. Notice of Hearing	9
B. Hearing Confirmation Form	10
C. Request for Postponement	10
D. Disqualification of a AAB Member.....	11
E. Completion of Discovery and Exchange of Information	12
F. Subpoenas and Sanctions.....	13

G. Pre-hearing Conferences	14
H. Motions.....	15
I. Exhibits	17
J. Recordings and Transcripts	18
K. Request for Findings of Fact.....	18
IV. ASSESSMENT APPEAL HEARING	19
A. Legal Counsel	19
B. Stipulations	19
C. Continuances.....	19
D. Presumptions and Burden of Proof	20
E. Open Hearings.....	21
F. Bifurcated Hearings	22
G. Order of Proceedings.....	22
H. Decision Process	25
V. AFTER THE APPEAL HEARING.....	27
A. Notice of Decision	27
B. Reconsideration & Rehearing	28
C. Judicial Review	28
D. Retention of Records	29
APPENDIX	30

I. ASSESSMENT APPEALS OVERVIEW

- A. **Property Valuation Process** The Inyo County Board of Supervisors created the Inyo County Assessment Appeals Board (AAB) pursuant to Revenue and Taxation Code Section 1620 and Article XIII Section 16 of the California Constitution. The AAB has the authority to equalize the valuation of taxable property within the county by adjusting individual assessments.

The value of property is determined by the Assessor and, on that basis, the Treasurer-Tax Collector bills and collects property taxes from property owners. When the property owner disagrees with assessed value for a property, he/she should initially:

- 1) Contact the Assessor's office to obtain additional information about the valuation process and/or provide additional, pertinent information about the property's value;
- 2) View the Assessment Appeals Video produced by the State Board of Equalization, available here: [Your Assessment Appeal \(ca.gov\)](http://YourAssessmentAppeal.ca.gov)

If the property owner and Assessor cannot reach an agreement, the property owner can appeal the valuation to the AAB. The AAB hears and resolves property valuation disputes between the Assessor and property owners to ensure the equitable application of property taxes within the County.

- B. **Purpose of Local Rules** Many aspects of the property valuation and appeal process are prescribed by state law (Section C of this rule, below). Local assessment appeals boards are authorized to adopt Local Rules to facilitate their work and ensure uniformity in the processing and deciding of appeals. These Rules do not claim or attempt to reiterate the state laws and regulations governing the property valuation process. Rather, they provide information specific to the scheduling and hearing of cases within Inyo County. To the extent they conflict with higher legal authority, they are invalid.
- C. **Legal Authority** The AAB, the Assessor and the Applicant follow state rules governing the local equalization process.
- 1) The California Constitution authorizes the creation of one or more county boards for the purpose of equalizing assessments of individual properties and briefly describes their function of equalizing values on the local roll.
 - 2) The Revenue and Taxation Code implements the constitutional provisions applicable to assessment appeals and other property tax matters and provides the basic framework of the assessment appeals process.
 - a) The California Code of Regulations includes provisions, commonly referred to as the

Property Tax Rules, pertaining to the role and function of AABs.

3) The AAB cannot:

- a) Grant or deny exemptions or consider whether exemptions were improperly denied;
- b) Raise or lower the entire assessment roll;
- c) Extend the time for filing Applications for equalization;
- d) Remove or waive penalties for delinquent payment of taxes;
- e) Reduce an assessment due to damage, destruction or depreciation after the lien date of the year in question;
- f) Change tax rates.

The AAB acts in a quasi-judicial capacity and renders its decision only on the basis of proper evidence presented at the hearing. The AAB has no legislative power.

D. **Access to Local Rules** These Local Rules are maintained by the Inyo County Board of Supervisors Clerk's Office, located at, 224 N. Edwards St., Independence, and can be accessed via the Board Clerk's website, which is located on the Internet at: <https://www.inyocounty.us/government/board-supervisors/services-information/assessment-appeals>. Copies of these Local Rules are also available for review at the Clerk's Office during regular business hours and may be purchased in person or by mail for an amount established by applicable law.

E. **Definitions** For purposes of these Local Rules, the following capitalized words shall have the meanings as set forth below:

- 1) **AAB**: The Inyo County Assessment Appeals Board, also known as the AAB.
- 2) **Applicant**: A person or entity affected, the parent, child, or spouse of a person affected, or his or her duly authorized agent, who files an Application for Changed Assessment.
- 3) **Application**: Form entitled "Assessment Appeal Application", BOE-305-AH used for the filing of an Assessment Appeal.
- 4) **Assessor**: The elected Assessor of Inyo County.
- 5) **Assessment Appeal**: A formal request for a change in a property tax assessment made to the AAB pursuant to Revenue and Taxation Code § 1601 et. seq.
- 6) **Assessed Value**: The property value, established by the Assessor using one or more appraisal techniques and/or methods, against which the tax rate is applied.
- 7) **Assessor's Parcel Number or A.P.N.**: The Assessor's parcel number assigned to identify every parcel of real property in the County. The A.P.N. will appear on all correspondence received from the Assessor relating to that particular property parcel as the "Assessor Parcel Number" or "Assessment Number" or "PIN."

- 8) Authorized Agent: A California licensed attorney retained by the Applicant for the Assessment Appeal, or a parent, child, or spouse of the Applicant, or any other person with the Applicant's express written authority to represent the Applicant for the appeal.
- 9) Base Year Value: Fair market value as of either the 1975 lien date or the date the property was most recently purchased, newly constructed, or last underwent a change in ownership or change in control.
- 10) Chair: The Chair of the Inyo County AAB.
- 11) Clerk: The Clerk of the Inyo County AAB, who is also the Clerk of the County Board of Supervisors.
- 12) Cross-examination: The interrogation of a witness called by the opposing party to testify during a hearing. It is preceded by direct examination and may be followed by a redirect examination.
- 13) Continuance: The stopping of a hearing, after the taking of some evidence by the AAB, such that the hearing is resumed where it left off on another day. The same AAB members must hear said continued matters.
- 14) County: The County of Inyo.
- 15) Day: A calendar day, unless otherwise specified as a "business day."
- 16) Direct-examination: The questioning of a witness by the party who called him or her to testify in a hearing. Direct examination is usually performed to elicit evidence in support of facts that will help prove a party's claim or defense.
- 17) Findings of Fact: A document prepared at the direction or request of the AAB after the hearing which summarizes the facts and evidence presented at hearing, and which sets forth the conclusions reached by the AAB.
- 18) Hearing: A scheduled session before the AAB during which testimony, other evidence, and argument may be presented, by both the Applicant and the Assessor, as bases for the AAB's determination of a specific issue or issues.
- 19) Hearing Confirmation Form: A form sent from the Clerk to an Applicant to be filled out by the Applicant and returned to the Clerk for purposes of scheduling the Hearing.
- 20) High Value Appeal: An Application pertaining to property that has an enrolled taxable value of \$20 million or more.
- 21) Lien Date: The time when taxes for any fiscal year become a lien on property. That time for all taxable property is 12:01 a.m. on January 1 of each year, beginning in 1997. Prior

to January 1, 1997, the lien date was March 1 of each year.

- 22) Local Roll: The list of all property within the County that is assessed by the Assessor and available for inspection at the Assessor's public counter.
- 23) Local Rules: These Inyo County AAB Local Rules.
- 24) Motion: A written request or petition for an order filed with the Clerk before a hearing on an Application.
- 25) Notice of Hearing: A letter sent to a party notifying him or her of the date, time, location, and purpose of a scheduled hearing.
- 26) Notice of Invalid Application: A letter sent from the Clerk notifying the applicant that his/her Application is invalid as untimely and/or incomplete and the potential remedies available to the Applicant.
- 27) Party: The Assessor and the person or entity affected that files an assessment appeal.
- 28) Person or Entity Affected: Any person or entity having a direct economic interest in the payment of property taxes on the property for the valuation date that is the subject of an Application before the AAB, including the property owner, a lessee required by the property lease to pay the property taxes, and a property owner who acquires an ownership interest after the lien date if the new owner is also responsible for payment of property taxes for the lien date that is the subject of the Application.
- 29) Postponement: The change of a scheduled hearing to a later date or time, prior to the submission of any evidence to the AAB.
- 30) Recess: A brief break in a hearing, given at the AAB's discretion, that does not constitute a Continuance.
- 31) Redirect Examination: The questioning of a witness by the party who called him or her to testify in a hearing in order to explain or otherwise qualify any damaging or accusing testimony brought out by the opponent during cross-examination. Redirect examination is limited to the scope of the cross-examination.

II. FILING APPLICATIONS & OTHER DOCUMENTS

- A. **Electronic Filing of Documents** Under no circumstances will an "Assessment Appeal Application" form be accepted by facsimile transmission or electronic mail. (In the event that the Clerk has established online filing of assessment appeal applications, the signature requirements for application will be accepted pursuant to established standards set forth by

the California Secretary of State.)

The Clerk shall accept other written documents (e.g. agent authorizations, stipulations, moving papers, requests for reconsideration, etc.) transmitted by electronic mail (email) or facsimile machines provided that all material information within the document is legible, the document is signed and received by the Clerk within the applicable time constraints, and the following requirements are met:

- 1) Email: Documents submitted by email must be scanned and attached in a PDF format to the email message. The subject line of the email message must include the A.P.N. or assessment number listed on the application as well as a description of the document enclosed. PDF attachments that fail to open or trigger a virus warning on the Clerk's computer will be deemed rejected.
- 2) Facsimile: Facsimile documents shall contain the phrase "By Fax" immediately following the signature of the signing party.

By choosing to deliver a document by fax transmission or email, the Applicant or Agent represents that the original signed document is in his or her possession or control, and that no alteration has been made to the document form or its data. In the event a dispute arises regarding the timeliness of filing any document electronically, it is the Applicant's responsibility to provide the AAB with all relevant evidence supporting the Applicant's assertion of timeliness.

B. Filing an Application Filing an application does not relieve the taxpayer of his or her responsibility to pay the property tax in a timely fashion. The "Assessment Appeal Application" form must:

- 1) Only include one APN per Application;
- 2) Be complete and submitted on the current approved form, available from the Clerk;
- 3) Be filed by a person or entity affected, the parent, child, or spouse of a person affected, or an authorized agent of a person or entity affected;
- 4) Be filed with the Clerk by mail or personal delivery within the prescribed timelines;
- 5) Include original signature(s) (copies or facsimile filings cannot be accepted) and the required non-refundable processing fee of \$32 per parcel.

C. Fee Waiver Applicants may qualify for a waiver of the processing fee based on receipt of public assistance or income level. Applicants requesting a waiver of the processing fee must submit the "Confidential Request for Waiver of Assessment Appeal Administrative Processing Fee" form, available on the Clerk's website, in lieu of the processing fee. A processing fee or request for fee waiver form must accompany each application for

Changed Assessment filed or the application cannot be processed.

- D. **Agent Authorization** A person or entity affected who wishes to authorize an agent who is not an attorney licensed to practice in the State of California or the parent, child, or spouse of the person affected must:
- 1) Complete and sign the section titled "Agent or Attorney For Applicant" of the Assessment Appeal Application form, or
 - 2) Attach a written authorization to the application, prior to filing the application with the Clerk, containing all the following required information:
 - a) The date the authorization statement is executed;
 - b) A statement to the effect that the agent is authorized to sign, file, and withdraw the application in the specific calendar year in which the application is filed;
 - c) The specific parcel(s) or assessments(s) covered by the authorization, or a statement that the agent is authorized to represent the Applicant on all parcels and assessments located in Inyo County;
 - d) The name, address, email, and telephone number of the specific agent who is authorized to represent the Applicant;
 - e) The Applicant's signature and title;
 - f) A statement that the agent will provide the Applicant with a copy of the application.
 - 3) If a photocopy of the original authorization is attached to the application, the agent shall be prepared to submit an original signed authorization if requested by the AAB. The application form shall show that the agent's authorization was attached to the application. An agent must have authorization to file an application at the time the application is filed; retroactive authorizations are not permitted.
 - 4) If the Applicant is a corporation, limited partnership, or a limited liability company, the agent authorization must be signed by an officer or authorized employee of the business entity.
- E. **Revocation or Substitution of An Agent** An Applicant who wishes to cancel or revoke the previous authorization of an agent, or who wishes to substitute a new agent for a former agent previously authorized, must complete a new Agent Authorization form and file it with the Clerk. Unless a new Agent Authorization form has been properly completed and filed with the Clerk, all correspondence regarding the appeal will continue to be sent to the agent who was first authorized to act on the Applicant's behalf. Such person will remain the authorized agent for the application, and may settle by stipulation, withdraw or otherwise control the appeal.
- F. **Optional Information** In addition to the other information required by the Revenue and

Taxation Code, Applicants are encouraged to provide their email contact information on each application they file. Inclusion of email contact information on an application shall constitute the Applicant's consent to receive correspondence related to the application from the Clerk by email. Unless otherwise required, the Clerk may utilize the email address provided by the Applicant as the sole means by which to communicate with the Applicant regarding an application.

- G. **Invalid Applications** Following review by the Clerk, applications that are either untimely or incomplete and not corrected according to subsection 2 of this rule shall be denied by the Clerk as invalid and no hearing will be scheduled. The AAB lacks jurisdiction to hear an assessment appeal when the application for the assessment appeal is invalid.

- 1) Untimely Applications: The Clerk shall determine if an application is timely filed as follows:
 - a) Any application or re-submittal of a corrected application, that is filed by mail or personal delivery and received at the Clerk's office no later than 5:00 p.m. of the last day of that application's applicable filing or correction deadline is timely filed.
 - b) Any application or re-submittal of a corrected application, that is filed by mail that has the postage prepaid, is properly addressed, and bears a U.S. postmark date no later than the last day of that application's applicable filing or correction deadline shall be deemed timely filed.
 - c) An application or re-submittal of a corrected application filed by mail that bears both a private business postage meter postmark date and a U.S. Postal Service postmark date will be deemed to have been filed on the date that is the same as the U.S. Postal Service postmark date, even if the private business postage meter date is the earlier of the two postmark dates.
 - d) If the last day of the filing period falls on Saturday, Sunday, or a legal holiday, an application that is properly addressed, mailed, and postmarked on the next business day or received by the Clerk on the next business day shall be deemed timely filed. If the county's offices are closed for business prior to 5 p.m. or for the entire day on which the deadline for filing falls, that day shall be considered a legal holiday.
- 2) Incomplete Applications: An application lacking any of the information required by Property Tax Rule section 305(c)(1) is incomplete.
- 3) Notice of Invalidity: When any application or re-submittal of a corrected application is untimely filed, the Clerk shall promptly notify the Applicant that no assessment appeal hearing will be set because the filing of his or her application is invalid as untimely and informing the Applicant of his or her right to appeal the denial of a hearing, according to the procedure in section H of this rule.

When an application is timely filed yet incomplete, the Clerk shall promptly notify the Applicant that the application is incomplete, outlining the information required to

complete the application, warning that if the missing information is not received by the Clerk within thirty (30) days of service of the notice (either the postmark date of a letter or the date a notification is sent by email) no assessment appeal hearing will be set, and informing the Applicant of his or her right to appeal denial of a hearing, according to the procedure in section H of this rule.

- H. **Appeal of Invalidity** The Applicant may appeal the denial of a hearing based on the invalidity of his or her application as untimely or incomplete ***only by*** filing a written request to the Clerk within thirty (30) days of the notifying letter's postmark date or email origination date. If a timely written request to appeal the application's invalidity is received by the Clerk, the Clerk shall schedule the application for a jurisdictional Hearing to determine whether the application will be denied by the AAB as untimely and/or incomplete.

Additionally, the Assessor may appeal the Clerk's determination that an application is valid or otherwise challenge the AAB's jurisdiction to hear an appeal by filing a written request for a jurisdictional hearing at any time prior to the scheduled hearing on the appeal's merits.

As a condition to declaring a previously incorrect or incomplete application complete under this rule, the AAB may require the Applicant to execute a written agreement to extend the period for hearing and decision on the application beyond the two-year period required by Revenue and Taxation Code Section 1604.

- I. **Consolidation of Applications** Multiple applications presenting the same or substantially related issues may be consolidated for hearing.
- J. **Amendments & Corrections** An Applicant or Authorized Agent may amend an application without limitation until 5:00 p.m. on the last day upon which the application can be timely filed. After the filing period has expired:
- 1) An invalid application may be corrected in accordance with subsection (G)(3) of this rule.
 - 2) The Applicant or the Authorized Agent may amend an application provided that the effect of the amendment is not to request relief additional to or different in nature from that originally requested.
 - 3) Upon request of the Applicant or the Authorized Agent, the AAB, in its discretion, may allow the Applicant or the Authorized Agent to make amendments to the application in addition to those specified above in subdivisions (1) and (2) to state additional facts claimed to require a reduction of the assessment that is the subject of the application.
 - 4) The Applicant or the Authorized Agent shall state the reasons for the request, which shall be made in writing and filed with the Clerk prior to any scheduled hearing, or may be made orally at the hearing. If made in writing, the Clerk shall provide a copy to the

Assessor upon receipt of the request.

- 5) As a condition to granting a request to amend an application, the AAB may require the Applicant to sign a written agreement extending the two-year period provided in section 1604 of the Revenue and Taxation Code.
 - 6) If a request to amend is granted, and upon the request of the Assessor, the hearing on the matter shall be continued by the AAB for no less than 45 days, unless the parties mutually agree to a different period of time.
 - 7) An Applicant or the Authorized Agent shall be permitted to present testimony and other evidence at the hearing to support a full value that may be different from the opinion of value stated on the application. The presentation of such testimony or other evidence shall not be considered an amendment.
- K. **Claim for Refund** If a valid Application is designated as a claim for refund pursuant to section 5097 of the Revenue and Taxation Code, the Applicant shall be deemed to have challenged each finding of the AAB and to have satisfied the requirements of section 5097.02 of the Revenue and Taxation Code.
- L. **Withdrawal** Unless the Assessor has given the Applicant a written notice of the intent to recommend an increase in the assessed value of the property, an application may be unconditionally withdrawn at any time prior to or at the time of the hearing upon written request to the Clerk, signed by the Applicant, or by returning the Hearing Confirmation Letter to the Clerk with the withdrawal box marked. When a notice of intent to increase the assessed value of the subject property has been issued pursuant to Revenue and Taxation Code section 1609.4, withdrawal of the application may only be made with the consent of the Assessor. No conditional withdrawal will be accepted. Once made, all withdrawals are final and may not be revoked.
- M. **Copy of Application to Assessor** The Clerk shall transmit to the Assessor a copy of each application and each written request for amendment or correction that is received. A reasonable time shall be allowed before the hearing for the Assessor to obtain information relative to the property and the assessment thereof.
- N. **Locating AAB Forms** As a courtesy, the following forms are available on the Inyo County website at <https://www.inyocounty.us/government/board-supervisors/services-information/assessment-appeals>:
- Assessment Appeal Withdrawal
 - Authorization of Agent Form
 - Fee Waiver Form
 - Request for Exchange of Information

- Request for Information Form
- Revocation or Substitution of Agent
- Waiver to Extend Two-Year Period

Additionally, the Clerk will provide copies of any forms requested by name. The Clerk cannot provide direction or advice as to which form(s) a taxpayer might need, as this constitutes offering legal advice, which the County does not do.

III. PREPARING FOR HEARING

- A. **Notice of Hearing** At least forty-five (45) days prior to the hearing, unless otherwise required by Property Tax Rule 307, the Clerk will notify the Parties in writing of the date, time and place scheduled for hearing of each appeal.

***Note:** Applicants are strongly encouraged to contact the Assessor at least one week prior to the scheduled Hearing to discuss any issues involving the appeal. Such discussions may result in resolution of the dispute without the need for Hearing.*

- B. **Hearing Confirmation Form** When the Clerk mails a Notice of Hearing, a Hearing Confirmation Form will be included. At least twenty-one (21) days before the date scheduled for hearing of the Applicant's appeal, the Applicant shall mail or otherwise deliver the completed Hearing Confirmation Form to the Clerk who shall provide a copy to the Assessor. The form will provide the Applicant with the following options to indicate that the Applicant intends to:

- 1) appear on the scheduled hearing date; or
- 2) request the postponement of the scheduled hearing to another regularly-scheduled AAB hearing date; or
- 3) withdraw the appeal.

If the Applicant fails to return the completed confirmation notice form, as required, and appears on the scheduled date of hearing, the AAB shall, at the Assessor's request, postpone the hearing to a date at the discretion of the AAB. The failure to timely return the completed Hearing Confirmation Form shall be deemed to be a postponement request by the Applicant for purposes of Rule 26. If the hearing date is within ninety (90) days of the expiration of the two-year limitations period for hearings set by Revenue and Taxation Code Section 1604 (c), the AAB may require the Applicant to enter into a written agreement extending and tolling the two-year limitations period as a condition of the postponement.

- C. **Request for Postponement** Each party to the appeal is entitled to one postponement of a scheduled hearing, if the request for postponement is received within 120 days of the

expiration of the two-year limitation. The postponement can be initiated by submitting a written request to the Clerk or submitting the Hearing Confirmation Letter with the appropriate box marked to request a postponement. The request must be delivered to the Clerk's office no later than 21 days prior to the scheduled hearing date.

- 1) Time of Request: If the request for postponement is made by the applicant and received by the Clerk within 120 days of the expiration of the two-year limitation, the postponement shall be contingent upon the Applicant's written agreement to extend the two-year period. If the postponement is requested by the Assessor and received by the Clerk within 120 days of the expiration of the two-year limitation, it may be granted upon the AAB's discretion.
 - 2) Untimely/Subsequent Request: Untimely postponement requests and requests subsequent to the first postponement, shall be granted only upon showing of good cause. Such requests must be submitted to the Clerk in writing and describe unforeseen and compelling circumstances which made a timely request for postponement impossible or impracticable. The request will be presented to the AAB on the scheduled hearing date. The AAB will consider the request and take action to approve or deny the request.
 - 3) Stipulations: A stipulation for a postponement of a scheduled hearing by an Applicant and the Assessor shall be deemed to constitute good cause for the requested postponement, but the AAB may require extending and tolling indefinitely the two-year limitation period prior to granting such a continuance if the postponement is requested within 120 days of the expiration of the two-year limitation. Any information exchange dates remain in effect based on the originally scheduled hearing date notwithstanding the hearing postponement, except as provided in State Board of Equalization Rule 305.1(d).
 - 4) Clerk's Authority: The Clerk shall have the authority to grant all postponements which are a matter of right and all postponements based on a stipulation by Applicant and the Assessor. Requests for postponement shall be considered as far in advance of the hearing date as practicable.
- D. **Disqualification of a AAB Member** A AAB member shall disqualify himself or herself from hearing or deciding any matter in which he or she has a financial interest as defined in Government Code Section 87103. A AAB member may also disqualify himself or herself from any matter pending before the AAB for good cause, which shall be stated on the record.

Additionally, a party may file with the Clerk a written statement objecting to the hearing of a matter before a member of the AAB, which may result in the AAB member's disqualification. The process for objecting to a AAB member with regard to a hearing is as follows:

- 1) The statement shall set forth the facts constituting the ground of the disqualification of such member and shall be signed by the party and shall be filed with the Clerk at the earliest practicable opportunity after the discovery of the facts constituting the ground of the member's disqualification, and, in any event, before the commencement of the hearing on any issue of fact in the proceeding before such member. Copies of the written statement shall be served by the presenting party on each party in the proceeding and on the AAB member alleged in the statement to be disqualified.
 - 2) Within ten (10) days after the filing of any such statement, or ten (10) days after the service of such statement as above provided, whichever is later in time, the AAB member alleged therein to be disqualified may file with the Clerk a written answer either:
 - a) consenting in writing that the action or proceeding be tried before another member, in which event the Clerk shall appoint a replacement member or
 - b) denying his or her disqualification, which answer may admit or deny any or all of the allegations contained in such statement and setting forth any additional fact or facts material or relevant to the question of his or her disqualification.
 - 3) The Clerk shall transmit a copy of such consent or answer to each party. Every such statement and every such answer shall be verified by oath in the manner prescribed by section 446 of the Code of Civil Procedure for the verification of pleadings.
 - 4) The question of the member's disqualification shall be heard and determined by a AAB member, other than the member subject to the disqualification challenge, agreed upon by the parties who have appeared in the proceeding. In the event that the parties fail to agree in writing, within five (5) days after the expiration of the time allowed herein for the member to answer, the Clerk shall assign a member to hear and determine the matter of the disqualification.
- E. **Completion of Discovery and Exchange of Information** Both parties may file a written request for exchange of information, except that the Assessor may only do so if the assessed value of the property before deduction of any exemption exceeds \$100,000. The request may be filed with the Clerk at the time of filing the application, or may be submitted to the other party and the Clerk at any time prior to thirty (30) days before the commencement of the hearing. The exchange was deemed initiated on the date of postmark, as affixed by the United States Postal Service or the date certified by a bona fide private courier service on the envelope containing the information. Where both marks exist, the United States Postal Service postmark date shall control. The Clerk shall at the earliest opportunity forward any request filed with the application or a copy thereof to the other party. The request shall contain the basis of the requesting party's opinion of value for each valuation date at issue and the following data, if it is to be used as evidence to support the opinion of value:

- 1) COMPARABLE SALES DATA - The properties sold shall be described by the Assessor's parcel number, street address or legal description sufficient to identify them. With regard to each property sold, there shall be presented: the approximate date of the sale, the price paid, the terms of the sale (if known), and the zoning of the property.
- 2) INCOME DATA - The gross income, the allowable expenses, the capitalization method (direct capitalization or discounted cash flow analysis) and rate or rates employed.
- 3) COST DATA - With regard to improvements to real property: the date of construction, type of construction and replacement cost of construction. With regard to machinery and equipment: the date of installation, installed cost and any history of extraordinary use. With regard to both improvements and machinery and equipment: facts relating to depreciation, including any functional or economic obsolescence and remaining economic life.

The information exchanged shall provide reasonable notice to the other party concerning the subject matter of the evidence or testimony to be presented at the hearing. There is no requirement that the details of the evidence or testimony to be introduced must be exchanged.

If a party requesting an exchange of data has submitted the data required within the time specified, the other party shall submit a response to the initiating party and the Clerk at least 15 days prior to the hearing. The response shall be supported with the same type of data required of the requesting party. When the Assessor is the respondent, he or she shall submit the response to the address shown on the application or on the request for exchange for information, whichever is filed later.

Whenever information has been exchanged pursuant to this section, the parties may introduce evidence only on matters pertaining to the information so exchanged unless the other party consents to introduction of other evidence. However, at the hearing, each party may introduce new material relating to the information received from the other party. If a party introduces such new material at the hearing, the other party, upon request, shall be granted a continuance for a reasonable period of time.

If one party initiates a request for information and the other party does not comply within the time specified in this section, the AAB may grant a postponement for reasonable period of time. The postponement shall extend the time for responding to the request. If the AAB finds willful noncompliance on the part of the noncomplying party, the hearing will be convened as originally scheduled and the noncomplying party may comment on evidence presented by the other party but shall not be permitted to introduce other evidence unless the other party consents to such introduction.

The Applicant and the Assessor shall complete any and all discovery and exchange of information authorized by law prior to the equalization hearing. Any objections to requests for disclosure made to the other party under Revenue and Taxation Sections 408, 441-470

or 1606 or to complain of unreasonable or unlawful difficulties encountered by either party in obtaining information believed to be necessary to proceed to hearing may be brought to the attention of the AAB by means of a written request for pre-hearing conference.

Upon good cause shown, the AAB shall make findings concerning the failure of a party to respond to requests for information and the impacts of such failures on the requirements to timely hear the appeals under the provisions of Revenue and Taxation Code Section 1604 (c). Continuances for the conduct of discovery or for the pursuit of court action to enforce discovery demands or subpoenas shall be granted by the AAB only upon a showing of good cause. To expedite the hearing and to carry out its equalization duties, the AAB may in its discretion order compliance with discovery demands and subpoenas as provided by the next section of this rule.

F. Subpoenas and Sanctions

- 1) Subpoenas: The AAB may issue subpoenas for the attendance of witnesses and/or the production of books, records, maps and documents at the hearing either upon its own motion or at the request of a party in advance of the hearing or at the time of the hearing. With regard to the issuance of subpoenas, please note the following:
 - a) A subpoena may be served on any resident of the State of California or any person or business entity found within the state.
 - b) A request for a subpoena for the production of books, records, maps and documents shall be supported by an affidavit, such as is prescribed by section 1985 of the Code of Civil Procedure.
 - c) Subpoenas shall be restricted to compelling the appearance of a person or the production of things at the hearing and shall not be utilized for purposes of prehearing discovery. No subpoena to take a deposition shall be issued nor shall depositions be considered for any purpose by the AAB.
 - d) If a subpoena is issued at the request of a party, he or she is responsible for serving it and for the payment of witness fees and mileage.
 - e) In the event a State Board of Equalization employee is subpoenaed pursuant to section 1609.5 of the Revenue and Taxation Code at the request of the Applicant and the AAB grants a reduction in the assessment, the AAB may reimburse the Applicant in whole or in part for the actual witness fees paid pursuant to section 1609.5.

If a party desires the AAB to issue a subpoena, the party shall make the written request pursuant to Rule III.H, below and sufficiently in advance of the scheduled hearing date so that the subpoenaed party has an adequate opportunity to fully comply with the subpoena prior to the commencement of the hearing. Upon such request, the AAB may, whenever possible, issue subpoenas pursuant to sections 1609.4 and 1609.5 of the Revenue and Taxation Code. A subpoena issued near in time to or after

commencement of the hearing should be as limited as possible, and a postponement or continuance of the hearing may be granted, if requested, for a reasonable period of time.

- 2) **Sanctions**: Failure on the part of the party to comply with a subpoena or order to produce evidence may result in the imposition by the AAB of one or more of the sanctions authorized by Code of Civil Procedure section 2023, subsections (b)(2),(b)(3) and (b)(4)(A)-(D), if the AAB deems such an order necessary to carry out its equalization duties and to expedite the hearing.

G. **Pre-hearing Conferences**: Pre-hearing conferences are mandatory for high value appeals, but may also be set by the Clerk at the request of a party or at the direction of the AAB. These hearings may be scheduled to resolve issues such as, but not limited to:

- a) the present status of the appeal;
- b) whether the parties have engaged in or completed necessary case preparation, discovery or settlement of uncontroverted issues;
- c) the factual and legal issues in dispute;
- d) the names of the witnesses to be called, the order of testimony and the anticipated duration of the hearings;
- e) the readiness of the parties to proceed with the hearings;
- f) the status of information requests;
- g) combining applications into a single hearing;
- h) bifurcating the hearing issues;
- i) scheduling a date for the hearing on the merits of the application; and
- j) disclosure of such other matters as the AAB deems appropriate to facilitate and expedite the hearing and resolution of the case.

- 2) **High Value Appeals**: All appeals that are designated by the AAB as “high value appeals” shall be scheduled for a pre-hearing conference not later than July 15 of the year following the calendar year in which the appeals are filed or, for appeals filed outside the normal appeal period, within one (1) year of the date of filing of the appeal. Thereafter, further pre-hearings shall be conducted at least once every one-hundred eighty (180) days until the case is heard and decided or otherwise resolved.

- 3) **Pre-hearing Reports and Motions**: The AAB may require the parties to submit written motions or written pre-hearing status reports to discuss, at the direction of the AAB, any or all of the information items set forth above. However, any party may submit a written status report or motion without formal AAB direction. The parties shall file and serve any pre-hearing status reports or motions in accordance with Rule III.H. The

failure of a party to serve and file a pre-hearing report (if so ordered), to appear or to fully participate in any pre-hearing conference, if unexcused by the AAB, shall constitute abandonment of the appeal and provide grounds for denial of the appeal on the merits.

- 4) Notice of Preconference Hearing: The Clerk shall set the matter for a pre-hearing conference and send a Notice of Hearing not less than 45 days prior to the conference, unless the parties stipulate orally or in writing to a shorter notice period. The Notice of Hearing may include direction from the AAB to submit a pre-hearing status report regarding specific issues.

H. **Motions:** The parties to an appeal may file written motions for relief with the Clerk, including motions to postpone, to set, or bifurcate hearings, and for protective orders and subpoenas. In response to a written motion, the party against which relief is sought may file an "opposition" to which the moving party may then file a "reply". The documents required for filing a motion, opposition, or reply are collectively referred to as "papers".

- 1) Format: The first page of each paper shall specify immediately below the number of the case: the date, time, and location of the scheduled hearing (See Appendix A).

- a) The papers filed in support of a motion, also referred to as the "moving papers", shall consist of at least the following:
 - (i) notice of hearing on the motion, which shall notify the other parties that a hearing will be held to determine whether the AAB will grant or deny the attached motion;
 - (ii) the motion, which shall concisely state in the opening paragraph the specific order being sought, by whom the order is being sought, and the grounds for issuance of the order;
 - (iii) a memorandum of points and authorities in support of the motion, not to exceed six pages, which shall contain a statement of facts, a concise statement of the law, evidence and arguments relied on, and a discussion of the statutes, regulations, cases, and textbooks cited in support of the position advanced;
 - (iv) A proof of service, in accordance with Civil Code of Procedure section 417.10, which shall state under penalty of perjury how, when, and by whom the moving papers were delivered to the other party or parties to the appeal and shall be signed by the person making the delivery.
- b) These moving papers must be filed as one combined document. Other papers that may be filed in support of a motion, such as declarations, exhibits, or other documents, should be attached to the combined document. The proof of service of this combined document on other parties, shall be filed and received by the Clerk no later than ten days before the time appointed for the hearing.
- c) Opposition and reply papers shall consist of the following:
 - (i) Either a memorandum of points and authorities opposing the motion, as

described in (1)(a)(iii) of this subsection, or a document not to exceed 6 pages, which concisely outlines arguments against the motion based on cited law and/or supported facts;

(ii) Other papers the party wishes to file in opposition to the motion, such as declarations, exhibits, or other documents, should be attached to the combined document.

(iii) A proof of service.

- 2) Filing: An original and five copies of the motion, opposition or reply shall be filed in the Clerk's office.
- 3) Bifurcation: Where the AAB has bifurcated the hearing on issues arising out of an appeal, each bifurcated hearing shall be considered a hearing for purposes of these guidelines, and appropriate motions may be made prior to each bifurcated hearing.
- 4) Time For Filing Motions:
 - a) For motions that request the AAB to enter an order that will result in a final decision on the case, all moving and supporting papers shall be served and filed and received by the Clerk at least 45 days before the hearing date.
 - b) Unless otherwise ordered, all other motions and their supporting papers shall be served and filed and received by the Clerk at least 20 days before the hearing date.
 - c) All papers opposing a motion shall be filed and received by the Clerk and the other party at least eight days before the hearing date.
 - d) All reply papers shall be filed and received by the Clerk and the other party at least two days before the hearing.
- 5) Untimely Filing: No untimely paper shall be accepted without good cause. If the Appeals AAB, in its discretion, agrees to consider a late filed paper, the minutes or order shall so indicate the good cause shown.
- 6) Hearings: The Clerk shall maintain the AAB's hearing schedule. For a hearing on a motion a party may select a date and time, based on the AAB's hearing schedule, and request the Clerk to set the hearing on a motion for the date selected by the party. The party shall thereafter file and serve the motion for the date selected by the party.
- 7) Evidence at Hearing on Motion: Oral testimony, documentary evidence, declarations or affidavits may be received at the hearing at the discretion of the AAB.
- 8) Deliberation: The AAB may take the matter under submission and deliberate in closed session on the motion and thereafter direct the Clerk to notify the parties of its ruling on the motion.

- 9) **Clerk's Notice of Ruling:** Where the AAB rules on a motion, the Clerk shall promptly notify the parties of the ruling. The notification shall name the moving party and the party against whom relief was requested and specifically identify the matters ruled upon. Mailing a copy of the ruling or order to the parties shall constitute service of notice.
 - 10) **Record of Proceedings:** The Clerk shall record the hearing on the motion in the same manner that the Clerk is required to record the AAB's proceedings on Applications under the Revenue and Taxation Code.
- I. **Exhibits:** Unless submitted according to Rule 3(H), no exhibits, maps, letters, papers, documents, charts, etc. to be submitted as evidence will be accepted prior to the hearing of the appeal on its merits. If such documents are filed with an application by the Applicant and inadvertently accepted by the Clerk, the Clerk is not responsible for maintaining them in the appeal file, for forwarding them to the Assessor or AAB, or for returning them to the Applicant.

However, parties shall prepare any documentary evidence to be presented at the hearing in advance thereof as follows:

- 1) The Applicant shall serially pre-mark all exhibits with numerals (e.g., Applicant's Exhibit 1, Applicant's Exhibit 2, etc.) and the Assessor shall serially pre-mark all exhibits with letters (e.g., Assessor's Exhibit A, Assessor's Exhibit B, etc.) to reflect the order in which that party intends to introduce them into evidence.
 - 2) At the hearing each party shall provide the Clerk with seven (7), pre-marked copies of each document being presented as evidence prior to the AAB's admission of said document into evidence.
 - 3) To be most effective in presenting evidence, the AAB strongly urges parties to number each page of each exhibit and to bind exhibits with more than three (3) pages appropriately. Each exhibit may be either single or double-sided, but mixing single and double sided formats within an exhibit is disfavored.
- J. **Recordings and Transcripts:** All hearings of the AAB shall be recorded or reported or videotaped subject to the conditions set forth in Code of Civil Procedure section 2025, subsection (I)(2). Certified transcripts or recordings of AAB hearings are available as follows:
- 1) Any person may purchase a tape recording of that portion of the hearing that is open to the public upon payment of a reasonable fee, provided the request to purchase has been made within sixty (60) days after the final determination of the AAB.
 - 2) The Clerk is unable to prepare typed transcripts. However, the Applicant, at the Applicant's own effort and expense, may arrange to have the hearing reported by a

stenographer. If the Applicant desires to arrange for a stenographic reporter, the Applicant must notify the Clerk in writing at least ten (10) days before the hearing.

- 3) Only the Clerk may certify that the transcript or record of the hearing is accurate and complete. If a stenographic reporter is present, the AAB may designate the reporter's transcript as the official record upon being filed with the AAB. Upon the deposit of reasonable costs of comparison, the Clerk will certify typed transcripts made from the tape recorded record, provided the request has been made within sixty (60) days after the final determination of the AAB.

- K. **Request for Findings of Fact** Findings of fact are necessary for judicial (court) review of the decision. An Applicant or Authorized Agent may request findings by checking the appropriate box on the appeal application, or by submitting a separate request for findings to the Clerk of the AAB. The Applicant or Authorized Agent must confirm the request for findings with the Clerk on the scheduled hearing date, prior to commencement of the hearing, and must pay the deposit as indicated on the Assessment Appeal Application form. Note that besides the initial deposit, the final cost of findings of fact will include actual costs for transcription services plus attorney preparation fees. Completed findings will not be released to the requesting party until all fees have been paid. The requesting party may abandon the request and waive the findings upon receiving oral notification of the decision.

***Note:** Parties to a hearing are always notified of the decision in their case in accordance with Rule VI, Section J, below and need not make any special request to receive such notification.*

IV. ASSESSMENT APPEAL HEARING

- A. **Legal Counsel** The Applicant and the Assessor may be represented by legal counsel. Individual deputies in the office of County Counsel may represent the Assessor and the AAB, as long as the same attorney does not represent both parties.
- B. **Stipulations** No reduction of an assessment can be made unless the Applicant or Authorized Agent attends a hearing scheduled before the AAB, and offers evidence under oath regarding the value of the property and answers all pertinent questions. An exception to this requirement is if a written stipulation is filed with the AAB, signed by the Assessor and the Assessor's Counsel on behalf of the County and the Applicant or Authorized Agent making the application, which includes the full value and assessed value of the property and the facts upon which the reduction in value is premised. The AAB may, at a public hearing:
- 1) Accept the stipulation, and thereby waive the appearance of the Applicant or Authorized Agent and change the assessed value in accordance with Section 1607 and 1610.8 or
 - 2) Reject the stipulation and schedule or reschedule the application for hearing.

- 3) An Applicant who chooses to transmit a signed stipulation by email transmission must return the originally signed stipulation to the Clerk. If the Clerk does not receive the originally signed stipulation at least three (3) days prior to the scheduled hearing, the personal appearance of the Assessor and the Applicant or Authorized Agent may be required.
- C. **Continuances** At the hearing, during the presentation of evidence, the AAB may continue the hearing to a later date upon its own motion or at the request of either party, provided that:
- 1) If the request is made by a party, that party provides good cause, as determined by the AAB based on the record, why a continuance should be granted;
 - 2) If the request is made by the Applicant, a 1604(c) Waiver Agreement is on file or filed by the Applicant;
 - 3) If the request is made by the Assessor and within 120 days from the expiration of the two-year deadline, the Applicant has a 1604(c) Waiver Agreement on file or waives the two-year statute on the record before the AAB;
 - 4) If the continuance is based upon the AAB's own motion and no 1604(c) Waiver Agreement is on file or filed by the Applicant, the hearing can be continued to specific designated date that is at least 60 days prior to the two-year statutory deadline for hearing appeals under Section 1604(c); and
 - 5) The evidentiary portion of the hearing to be continued has not been concluded.

The Clerk shall inform the Applicant or the Applicant's agent and the Assessor in writing of the time and place of the continued hearing, not less than 10 days prior to the new hearing date, unless the parties agree in writing or on the record to waive written notice.

- D. **Presumptions and Burden of Proof** Property tax assessments, and some of the factual circumstances on which property tax assessments are based, carry certain legal presumptions determining the manner in which evidence is presented as well as the amount of evidence a party is required to present. The following presumptions are applicable to assessment appeals:
- 1) Presumption of Correctness: Subject to exceptions set by law, it is presumed that the Assessor and all governmental employees have properly performed their duties. The effect of this presumption is to impose upon the Applicant the burden of proving that the value on the assessment roll is not correct, or where applicable, that the property in question has not been otherwise correctly assessed. The law requires that the Applicant present independent evidence relevant to the full value of the property or other issue presented by the application.
 - a) Exceptions: There is a rebuttable presumption in favor of the taxpayer or Applicant, such that the Assessor bears the burden of proof when the hearing involves:

- (i) A penalty portion of an assessment.
 - (ii) The assessment of an owner-occupied single-family dwelling, defined by Revenue and Tax 167(c), or the appeal of an escape assessment, and the Applicant has filed an application that provides all of the information required in State Board Rule 305(c) and has supplied all information as required by law to the Assessor. With respect to escape assessments, the presumption in favor of the Applicant, does not apply to appeals resulting from situations where an Applicant failed to file a change in ownership statement, a business property statement, or to obtain a permit for new construction.
 - (iii) The Assessor proposes to introduce evidence to support a higher assessed value than the value on the roll, unless the Applicant has failed to supply all the information required by law to the Assessor.
- b) Presumption Is Not Evidence: If the Applicant has presented evidence, and the Assessor has also presented evidence, then the AAB must weigh all of the evidence to determine whether it has been established by a preponderance of the evidence that the Assessor's determination is incorrect. The presumption that the Assessor has properly performed his or her duties is not evidence and shall not be considered by the AAB in its deliberations.
- 2) Purchase Price Presumption: In hearings involving change in ownership, except as provided in section 110 of the Revenue and Taxation Code, the purchase price is rebuttably presumed to be the full cash value. The party seeking to rebut the presumption bears the burden of proof by a preponderance of the evidence.
 - 3) Base Year Value Presumptions: There are a number of presumptions regarding the base year value of an assessed property. For a detailed explanation of these presumptions, please refer to Property Tax Rule 305.5.
 - 4) Enforceable Restrictions Presumption: Pursuant to Section 402.1 of the Revenue and Taxation Code, the AAB shall presume that zoning or other legal restrictions on the use of either the property sold or the property being valued will not be removed or substantially modified in the predictable future unless sufficient grounds as set forth in that section are presented to the AAB to overcome that presumption.
 - 5) Presumptions Affecting Property Title: Fee simple title is presumed to be intended to pass by a grant of real property, unless it appears from the grant that a lesser estate was intended. The owner of the legal title to property is presumed to be the owner of the full beneficial title and this presumption may be rebutted only by clear and convincing proof.
 - 6) Burden of Proof Standards: Generally, the required standard of proof in hearings is proof by a preponderance of the evidence, meaning that on balance the evidence presented has more convincing force and a greater probability of truth than the evidence offered in opposition to it. However, there are certain property tax situations

in which the higher standard of clear and convincing evidence is required, meaning that the evidence so clear as to leave no substantial doubt.

E. **Open Hearings** Hearings shall be open, accessible, and audible to the public except that:

- 1) Upon conclusion of the hearing, the AAB may take the matter under submission and deliberate in private in reaching a decision, and
- 2) The AAB may grant a request by either party to close to the public a portion of the hearing relating to trade secrets. For purposes of this regulation, a “trade secret” is that information defined by section 3426.1 of the Civil Code. Such a request may be made by filing with the Clerk a declaration under penalty of perjury that evidence is to be presented by the party that relates to trade secrets whose disclosure to the public will be detrimental to the business interests of the owner of the trade secrets. The declaration shall state the estimated time it will take to present the evidence. Only evidence relating to the trade secrets may be presented during the time the hearing is closed, and such evidence shall be confidential unless otherwise agreed by the party to whom it relates.

F. **Bifurcated Hearings** An application may involve a legal issue(s) and a valuation issue(s). In those instances, the AAB will hear any controlling legal issue(s) first. If a decision can be rendered at the end of the hearing on the legal issue(s) and if time permits, the AAB may then hear the valuation issue(s) immediately after rendering its decision on the legal issue(s).

The parties can request that the hearing on the valuation issue be scheduled for hearing on another day if that request is received at least 20 days before the scheduled hearing on the legal issue. If neither party has requested that the valuation issue be scheduled for another date, the decision to proceed with the hearing will be at the sole discretion of the AAB.

G. **Order of Proceedings** A full and fair hearing shall be accorded the application. There shall be reasonable opportunity for the presentation of evidence, for cross-examination of all witnesses and materials proffered as evidence, for argument, and for rebuttal. However, the AAB has the authority and discretion to determine points of law, admissibility of evidence and other issues relative to the hearing. Hearings on applications shall proceed as follows:

- 1) Calling of Cases: The Chair shall announce the number of the Application and the name of the Applicant and invite the Applicant forward to begin the hearing.
- 2) Failure to Appear: If the Applicant or Authorized Agent is not present, the Chair shall ascertain whether the Clerk has notified the Applicant of the time and place of hearing. If the notice has been given, the application shall be denied for lack of appearance. If the notice has not been given, the hearing shall be postponed to a later date and the Clerk directed to give proper notice of the new hearing date to the Applicant. A denial

for lack of appearance by the Applicant is not a decision on the merits of the application and reconsideration of the denial may occur as provided in Local Rule V.B, below.

- 3) Introduction to the Proceeding: If the Applicant is present, the Chair shall announce the nature of the application, the assessed value as it appears on the local roll, and the Applicant's opinion of the value of the property. The Chair shall then state the issues the AAB has been requested to determine, inquire as to whether any agreements or stipulations have been agreed to by the parties, and briefly explain the hearing procedure to the parties. The parties will then be given the opportunity to ask any procedural questions.
- 4) Swearing of Witnesses: The Clerk shall administer the oath to the parties and any other persons assembled to be called as witnesses. Where a witness objects to taking the oath, that witness may affirm that he or she will tell the truth, the whole truth, and nothing but the truth under the penalty of perjury.
- 5) Burden of Proof: If there is any disagreement as to: 1) the issues before the AAB, 2) which party has the burden of proof, or 3) any other legal issue that would affect the order or nature of the hearing, the AAB shall give both parties the opportunity to present legal argument and factual evidence *solely* in regard to that legal or procedural issue, which it shall decide based on the record before moving forward with the hearing to opening statements.
- 6) Opening Statements: Both parties shall have the opportunity to make an optional opening statement, the duration of which may be reasonably limited by the AAB. Either party may waive this opportunity, but the Chair shall first offer the opportunity to the party with the burden of proof. The opening statement should briefly describe the property or properties that are the subject of the appeal and outline the facts that the party will demonstrate during its presentation of evidence. The opening statement is *not evidence* and should not include argument, but should merely be a brief preview of the party's presentation.
- 7) Presentation of Evidence:
 - a) Order of Presentation- For appeals where the Applicant has the burden of proof, the AAB shall require the Applicant to present his or her evidence first. The Assessor and the AAB may conduct a cross-examination after each piece of evidence or witness presented by the Applicant. When the Applicant is finished presenting evidence and all cross-examination has been conducted, the AAB shall then determine whether the Applicant has presented sufficient evidence supporting his or her position. If the Applicant fails to present evidence sufficient to rebut the correctness of the assessed value, the AAB will, at the request of the Assessor, dismiss the appeal without requiring the Assessor to provide evidence substantiating the assessed value. In the event the Applicant has presented sufficient evidence, the AAB shall then require the Assessor to present his or her evidence and the Applicant and the

AAB may conduct a cross-examination after each piece of evidence or witness presented by Assessor. For appeals where the Assessor has the burden of proof, the order of presentation is reversed and if the Assessor fails to present evidence sufficient to rebut the presumption, the AAB should rule in favor of the Applicant if there is substantial evidence in the record to support the Applicant's value.

- b) Admissibility of Evidence- Assessment appeal hearings are not conducted according to technical rules relating to evidence and witnesses. Any relevant evidence may be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs. However it is in the best interests of the parties to be as concise as possible when presenting their evidence. Failure to enter a timely objection to evidence constitutes a waiver of that objection.
- c) Presentation of Documentary Evidence- The parties should introduce documents as evidence at the outset of their respective presentations by verbally identifying them for the record and then providing the Clerk with seven sets of all documents to be introduced.
 - (i) The Clerk shall distribute one copy of each document or set of documents to each of the AAB members, one copy to the AAB's counsel, and two copies to the opposing party and shall keep one copy for the record.
 - (ii) If a party fails to bring the required number of copies, the Chair may, on his or her own motion, postpone or continue the hearing or direct the Clerk to make additional copies at that party's expense. If the Chair chooses to postpone the hearing, said postponement shall constitute, for purposes of Rule III.C above, a request for postponement by the party failing to supply the required number of copies. If the Clerk is instead directed to make copies, she or he will collect the appropriate photocopying charges as set forth by applicable law prior to the admission of said documents as evidence.
 - (iii) Each party will be given a reasonable opportunity to review and object to any document introduced as evidence prior to the AAB's admission of the document into evidence.
 - (iv) Once documentary evidence has been admitted, the opposing party and the AAB shall have the opportunity to conduct a cross-examination in regard to that evidence.
- d) Testimonial Evidence- All testimony shall be taken under oath or affirmation. Once the party presenting evidence has directly examined a witness, the opposing party and the AAB shall have the opportunity to cross-examine that witness before the presenting party calls another witness to testify. At the discretion of the AAB, the presenting party may then conduct a redirect examination of the witness.

- e) Evidence of Comparable Sales- If the evidence includes data on sales of comparable properties, the data will be rejected unless the sales closed no more than 90 days after the valuation date. Applicants and Authorized Agents should be prepared to answer questions about the comparable properties.
 - f) Written Opinions of Value- If any party intends to offer in evidence at the hearing a written opinion of value, including, but not limited to an appraisal report, that party shall cause the author of the written opinion of value or appraisal report, to be present at the hearing and to be available for cross examination by the other party and by members of the AAB. Notwithstanding the foregoing, the parties may stipulate to the admissibility of the written opinion of value or appraisal report or portion thereof without the presence of the author.
 - g) Greater Than Roll Value- When the Assessor requests the AAB find a higher assessed value than he or she placed on the roll and offers evidence to support the higher value, the Chair shall determine whether or not the Assessor gave notice in writing to the Applicant by personal delivery or by deposit in the United States mail directed to the address given on the application. If notice and a copy of the evidence offered have been supplied at least 10 days prior to the hearing the Assessor may introduce such evidence at the hearing. The foregoing notice requirement shall not prohibit the AAB from a finding of a higher assessed value when it has not been requested by the Assessor.
 - h) Qualifications of Assessor's Appraisers Presumed- The AAB hereby finds and declares that the Assessor's presentation of evidence to qualify the Assessor's appraisers as experts constitutes a waste of administrative resources. There shall be a rebuttable presumption that the Assessor's appraisers are qualified to render expert testimony concerning valuation issues.
 - i) Receipt of Evidence Outside of Hearing- No member of the AAB shall, after an Application for equalization has been filed with the county, solicit or receive evidence outside of the public hearing relating to said application or knowingly view the property that is the subject of the appeal. If a AAB member has personal knowledge of a matter before the AAB, other than the type which could lead to potential recusal or disqualification, then at the appropriate time during the hearing, the AAB member shall publicly report such fact (e.g., knowledge of neighboring properties).
- 8) Closing and Rebuttal Arguments: After both parties have had an opportunity to present their cases and cross-examine each other's evidence, the evidentiary portion of the hearing is closed. The AAB shall then allow both parties to present optional closing arguments, the duration of which may be reasonably limited by the AAB. Either party may waive this opportunity, but the party with the burden of proof shall have the right to make a closing argument first. The opposing party shall then have the right to make a closing argument, to which the party with the burden of proof may make a rebuttal

argument, not to exceed one minute unless otherwise allowed by the AAB.

H. **Decision Process** The AAB must render a decision on each application over which it has jurisdiction after a properly conducted hearing on the matters in issue. Unless the hearing is bifurcated, the decision must dispose of all issues raised in the application that are within the jurisdiction of the AAB. The AAB shall provide to the Clerk such details as are necessary for the implementation of the AAB's decision.

- 1) **Quorum and Vote Required:** No hearing before the AAB shall be held unless two members of the AAB are present. A hearing must be held before the full AAB if either the Applicant or the Assessor so demands. In any case wherein the hearing takes place before less than the full AAB, the parties may stipulate that the absent member may read or otherwise familiarize himself or herself with the record and participate in the vote on the decision. No decision, determination, or order shall be made by the AAB by an affirmative vote of less than two members of the AAB. Except as otherwise provided herein, only those members who have been in attendance throughout the hearing may rule on the decision.
- 2) **Appropriate Use of Valuation Methods:** The goal of the AAB is to make a determination of the full value of the property under appeal, or any other issue that is properly before the AAB, or that is necessary to determine the full value of the property. Any valuation of property involves the following three fundamental considerations and must be supported by a preponderance of the evidence presented at the hearing:
 - a) **Identification of the Appraisal Unit-** The AAB shall determine the classification, amount, and description of the property that is the subject of the hearing. An appraisal unit of property is a collection of assets that function together, and that persons in the marketplace commonly buy and sell as a single unit or that is normally valued in the marketplace separately from other property, or that is specifically designated as such by law. When an application for review includes only a portion of an appraisal unit, whether real property, personal property, or both, the AAB may nevertheless determine the full value, classification, or other facts relating to other portions that have undergone a change in ownership, new construction or a change in value. Additionally, the AAB shall determine the full value of the entire appraisal unit whenever that is necessary to the determination of the full value of any portion thereof.
 - b) **Defining Full Value-** Generally, the full value is equivalent to the fair market value, however there are some circumstances in which the AAB is required to find a full value that is different from the fair market value.
 - c) **Determination of the Proper Appraisal Method-** The AAB shall consider evidence of value derived by the use of any of the valuation methods described in the State Board Rules, but must determine the full value by using the appraisal method or methods most appropriate for the type of property in dispute. In addition, the AAB must determine whether the method(s) used was (were) properly applied,

considering the type of property assessed, governmentally imposed land use restrictions, and any recorded conservation easements as described in Civil Code section 815.1 et seq., by examining the factual data, the presumptions, and the estimates relied upon. The AAB, the Applicant and appraisal witnesses shall be bound by the same principles of valuation that are legally applicable to the Assessor.

- (i) Comparative Sales Approach- When valuing a property by comparison with sales of other properties, the AAB shall consider only those sales that, in its judgment, involve properties similar in size, quality, age, condition, utility, amenities, site location, legally permitted use or other physical attributes to the property being valued. When valuing property for purposes of either the regular roll or the supplemental roll, the AAB shall not consider a sale if it occurred more than ninety (90) days after the date for which the value is being estimated. The provisions for exclusion of any sale occurring more than 90 days after the valuation date do not apply to the sale of the subject property.
- 3) Independent Valuation: The AAB is not required to choose between the opinions of value promoted by the parties to the appeal, but shall make its own determination of value based upon the evidence properly admitted at the hearing. The AAB's authority to determine the full value of property or other issues is not predicated on the filing of an application nor limited by the Applicant's request for relief.
- 4) Decision Based on Evidence: The AAB may act only upon the basis of proper evidence admitted into the record. AAB members may not act or decide an application based upon consideration of prior knowledge of the subject property, information presented outside of the hearing, or personal research. In weighing evidence, the AAB shall apply the same evidentiary standard to the testimony and documentary evidence presented by the Applicant and the Assessor. No greater relief may be granted than is justified by the evidence produced during the hearing.
- 5) Impact of Application Denial: A motion and order to deny an application for reduction in an assessment or any portion thereof, because of the nonappearance of the Applicant or Authorized Agent at the pre-hearing or at the hearing or because of the Applicant's failure to carry his burden of proof, shall be deemed to be a determination or finding that the full value of the property which is the subject of the application or part thereof is as determined by the Assessor and further that the assessed value of said property shall remain as set forth on the assessment roll of the County.

V. AFTER THE APPEAL HEARING

- A. **Notice of Decision** The AAB may announce its decision to the parties at the conclusion of the hearing, or it may take the matter under submission. The decision becomes final when:

- 1) The vote is entered into the record at the conclusion of the hearing provided no findings of fact are requested by either party, and all parties are present at the hearing or the hearing is subject to stipulation by both parties. The AAB may provide a written notice of the decision.
 - 2) A written notice of the decision is issued provided no findings of fact are requested by either party, and the decision is taken under submission by the AAB at the conclusion of the hearing. The AAB shall issue a written notice of the decision no later than 120 days after the conclusion of the hearing. The Clerk shall notify the Applicant in writing of the decision of the AAB by United States mail addressed to the Applicant or Authorized Agent at the address given in the application.
 - 3) A written notice of the decision is issued or the findings of fact are issued, whichever is earlier, provided findings of fact are requested. The AAB shall issue a written notice of the decision no later than 120 days after the conclusion of the hearing. If so requested by an Applicant or an Applicant's agent, the determination shall become final upon issuance of the findings of fact which the AAB shall issue no later than 180 days after the conclusion of the hearing. Such a request must be made by the Applicant or the Applicant's agent prior to or at the conclusion of the hearing. If the conclusion of the hearing is within 180 days of the expiration of the two-year period specified in section 1604 of the Revenue and Taxation Code, the Applicant shall agree in writing to extend the two-year period. The extension shall be for a period equal to 180 days from the date of the conclusion of the hearing.
- B. Reconsideration & Rehearing** The decision of the AAB upon an application is final. The AAB shall not rehear or reconsider an application or modify a decision, except as hereinafter provided:
- 1) Clerical Error- The AAB may modify a decision which contains a ministerial clerical error. In these instances, the Clerk shall provide a summary of the error and a recommendation for correction to the AAB who originally decided the application in question.
 - 2) Lack of Appearance Reconsideration- In addition, the AAB may reconsider an application denied solely because of the nonappearance of the Applicant at the scheduled hearing, if the Applicant:
 - a) files a completed "Request for Reconsideration of Assessment Appeal" form, available on the Clerk's website, with the Clerk within thirty (30) days from the date of mailing of notification of denial due to nonappearance; and
 - b) furnishes evidence establishing, to the satisfaction of the AAB, excusable good cause for the failure to appear or to make a timely request for postponement.
- Upon the filing of a complete and timely "Request for Reconsideration of Assessment

Appeal” form, the Clerk shall set the matter for Hearing solely on the question of excuse for lack of appearance. If the lack of appearance is found to be the result of unforeseen and compelling circumstances arising in such a manner as to make a timely request for postponement impossible or impracticable, the request for reinstatement will be granted and the application will be rescheduled for a hearing on the merits.

Applicants who fail to request reconsideration within the period set, or whose requests for reconsideration are denied, may refile an assessment appeal of the base year value during the next regular filing period in accordance with Revenue and Taxation Code section 80.

C. **Judicial Review** Judicial review of the decisions of the AAB may be sought by means of a suit for refund of property taxes erroneously or illegally collected brought under Revenue and Taxation Code Sections 5141-5142.

- 1) In order to seek review of a AAB decision, it is necessary to obtain findings of fact from the AAB (as provided in Rule 3K) and to make a request in writing for a copy of the tape recorded transcript of proceedings within sixty (60) days of the date of decision (Revenue and Taxation Section 1610). Upon the deposit of reasonable costs, the Clerk will arrange for a transcript to be created and certify typed transcripts made from the tape recorded record.
- 2) If the Applicant has not filed a claim for refund of taxes as part of the assessment appeal, the Applicant is required to file a claim for property tax refund with the AAB of Supervisors of the County of Inyo under the provisions of Revenue and Taxation Code section 5097. This section requires that a person seeking a tax refund submit a claim, verified under oath, the facts of the dispute with the County and the amount of taxes sought to be refunded.
- 3) Upon rejection of the claim by action of the Board of Supervisors or upon denial of the assessment appeal (if the refund claim is filed as part of the assessment appeal), the Applicant has a period of six (6) months to file a suit for refund of taxes in the Inyo County Superior Court.
- 4) Because of the legal requirements that must be satisfied in order to successfully pursue a property tax refund suit, Applicants contemplating suit should promptly seek competent professional legal advice.

D. **Retention of Records** Assessment appeals records, including applications and related documents, will be retained for no less than five years after final decision by the AAB.

APPENDIX A

See Clerk for Samples of Moving Papers

**PAUL N. BRUCE
2510 SUNSET DRIVE
BISHOP, CA 93514
OCTOBER 29, 2024**

Board of Supervisor, County of Inyo, CA
Post Office Drawer N
Independence, Ca 93526

Subject: Appointment to Inyo County Assessment Appeals Board

Honorable Members of the Inyo County Board of Supervisors:

In June of this year, Dave Stottlemire, the Inyo County Assessor, contacted me and advised that the Inyo County Board of Supervisors was considering appointing an Inyo County Assessment Appeals Board (AAB) separate from the Inyo County Board of Supervisors. This AAB would hear and determine assessment appeals issues on property located in Inyo County. He provided me with materials regarding the make up, function, jurisdiction, and training requirements for such an AAB. I reviewed those materials and advised Mr. Stottlemire that I would be interested in serving on an Assessment Appeals Board for Inyo County.

I was recently advised that the Board of Supervisors was interested in moving forward to create such an AAB for Inyo County. I believe that I meet the statutory requirements to be a member of such AAB by virtue of being an Attorney who has experience handling and advising on Assessment Appeals matters while serving as a Deputy County Counsel for San Diego County from 1979 to 1989, and as the Assistant County Counsel and County Counsel for Inyo County from 1989 to 2009. I believe that this legal experience would provide me a good basis to properly carry out the duties and functions of the Inyo County Assessment Appeals Board.

I am willing to complete all required training to serve as a member of the Inyo County AAB. I am willing and able to devote the time and effort to serve on the AAB. My goal would be to make the Inyo County AAB a successful County government board which:

- Functions efficiently within the perimeters of its governing laws, rules and regulations;
- Is impartial and without conflicts of interest;
- Insures that each hearing is conducted as scheduled , and in a civil manner, without rude, harassing, or threatening language or conduct;
- Treats each Applicant, as well as the Assessor or his representative, with respect, ensuring that each has had a full, fair and equal opportunity to be heard and to present relevant evidence;
- Has the laws, rules and regulations governing property assessment, including those pertaining to the functioning of the AAB, explained in the hearing in a manner that can be easily understood;
- Has the Assessor or his representative at the AAB hearing, state on the record, their qualification, education, and experience which qualifies them to offer their opinion as to the proper assessed value of the property in question, including but not limited to, applicable governing laws, rules or regulations, the proper valuation method, proper supporting evidence, and supporting calculations;
- Insures that both the Assessor or his representative, and the Applicant, has full, fair and equal opportunity to present evidence, including to introduce documents, call witnesses, cross examine witnesses, request explanations, to make a closing argument and response to the opposing party's closing argument; and

-
- Provides the decision of the AAB in a timely manner.

I am a 35 year resident of Inyo County, and have been an Appointed Officer of Inyo County for 20 years before my retirement as County Counsel. I am familiar with the County, and all of its communities. It would be my honor to serve our county, its communities and residents as an appointed member of the Inyo County Assessment Appeals Board.

I will be happy to attend any Board of Supervisor's meeting where my appointment to the Inyo County AAB is under consideration, to answer any question Board Members, the Assessor, or members of the public may have regarding my qualifications. Please have the Board Clerk advise me of the scheduled meeting date. I will give the Board Clerk my contact information.

Thank you for considering me for appointment to Inyo County's Assessment Appeals Board.

Sincerely,

Paul N. Bruce

TERRY K. WALKER

1488 Bear Creek Drive

Bishop, CA 93514

760.920.4999

TKWlaw@aol.com

October 28, 2024

Inyo County Board of Supervisors

P.O. Box N

Independence, CA 93526

DARCY ELLIS

dellis@inyocounty.us

Re: Letter of Interest - Assessment Appeals Board

Attention: Board of Supervisors

Dear Board:

I am advised that the Board of Supervisors is looking for qualified individuals to sit on the Inyo County Assessment Appeals Board.

I am currently licensed and in good standing with the California State Bar Association, License No. 300261. Pursuant to the California Revenue and Taxation Code, as an attorney, I meet the qualifications to serve on the Assessment Appeals Board and am interested in filling one of the vacant positions.

Please let me know if you would like to discuss this further.

Sincerely,



TERRY K. WALKER, ESQ.

TKW:

From: stan smith <usestan@earthlink.net>

Sent: Friday, October 25, 2024 12:51 PM

To: Darcy Ellis <dellis@inyocounty.us>

Cc: stan smith <usestan@earthlink.net>

Subject: Letter of interest in serving on Assessment Appeals Board for Inyo County

Inyo County Board of Supervisors

I would like to express my interest in serving on the Inyo County Assessment Appeals Board and getting appointed as a member of the AAB.

My professional background includes 35 years in Inyo County and being owner/broker of Pleasant Valley Associates Real Estate. I have professional credits including education and instruction in appraisal for residential and commercial real estate. With the property transactions and related client consulting service in Inyo County since we moved here in 1985 I believe I have a comprehensive background involving Inyo County's operations, its planning and zoning and related uses, the development process and taxation.

And I've been involved with city and county economic development and its impacts in Napa, Sonoma, Marin, Alameda counties, as well as the City of Santa Monica and Santa Rosa in particular.

I look forward to your review of my credentials and interest in becoming an appointee to the Inyo County Assessment Appeals Board. Any questions you might have or further information regarding background and specifics, please don't hesitate to contact me and ask.

Sincerely,

Stan Smith
Pleasant Valley Associates Real Estate
187 West Line St., Suite A
Bishop, CA 93514
<usestan@earthlink.net>
760-USE-STAN



119 MacIver Street, Suite G
Bishop, CA 93514

(760) 872-1122 Phone
(877) 886-7272 Fax
info@sierracpa.com

October 24, 2024

Inyo County Board of Supervisors
PO Box N
Independence, CA 93526

RE: Assessment Appeals Board

I have been a Certified Public Accountant for 52 years and believe I meet the requirements "Per California Revenue and Taxation Code" outlined in the Notice of Vacancy.

Please accept this letter as expression of being "interested in serving on the Assessment Appeals Board."

Sincerely,

A handwritten signature in blue ink, appearing to read "Randall W Van Tassell".

Randall W Van Tassell

Assessment Appeals Board



Jenifer Castaneda <jen@blueskylonepine.com>
To: Darcy Ellis

[Reply](#) [Reply All](#) [Forward](#) [More](#)

Mon 11/18/2024 1:11 PM

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

Hello Darcy, this is Jenifer Castaneda, Broker/Owner of Blue Sky Real Estate. I am interested in serving on the Assessment Appeals Board.

I have been licensed in real estate for 37+ years and believe that I would be an asset to the board. Thank you for your consideration.

Jenifer Castaneda
Blue Sky Real Estate
760 920-3535 Cell
139 N. Jackson St
PO Box 751
Lone Pine, CA 93545
760 876-1000
760 875-6038 fax
jen@BlueSkyLonePine.com



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

July 14, 2026

Reference ID:
2026-509

Resolution from the Lone Pine Fire Protection District Requesting Election Consolidation

Clerk-Recorder

ACTION REQUIRED

ITEM SUBMITTED BY

Danielle Sexton, Clerk/Recorder

ITEM PRESENTED BY

Danielle Sexton, Clerk/Recorder

RECOMMENDED ACTION:

- A) Order consolidation of the election for the Measure provided within Resolution #06-26 from the Lone Pine Fire Protection District of Inyo County with the November 3, 2026 General Election, including the canvass of the election results, in accordance with Elections Code Division 10, Part 3 (EC 10400-10418); and
- B) If the Board chooses, direct the County Auditor to review the measure and determine if the substance of the ballot measure, if adopted, would affect the revenues or expenditures of the county (EC 9160[c]).

BACKGROUND / SUMMARY / JUSTIFICATION:

RESOLUTION NO. 06-26: A resolution of the governing board of the Lone Pine Fire Protection District calling an election, ordering the submission of a measure to the voters, and requesting consolidation with the November 3, 2026 General Election pursuant to Elections Code §10403.

Inyo Elections is presenting the attached Resolution #06-26 from the Lone Pine Fire Protection District of Inyo County. The Inyo County Registrar of Voters is in favor of conducting their election process as outlined in their resolution, and to have it consolidated with our November 3, 2026, General Election. The consolidated election will be held and conducted in the manner prescribed by Section 10418 of the California Elections Code. The measure will be declared as Passed upon a two-thirds (66.67%) vote in favor of the votes cast by the voters of the district. The full text of the Measure is available in our Elections Office, will be printed in the Inyo County Voter Information Guide, and will be available on our Elections website.

As Inyo County Registrar of Voters is not in favor of opting out of AB 1416 (2021-2022) for local measures, the ballot label for this measure will include a listing of Supporters and Opponents per EC § 9107, if any are submitted.

All local measures will be assigned Ballot Measure letters after the closing period of August 14, 2026.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	011000
-----------------------	--------------	--------------------	--------

Budgeted?	Yes	Object Code	5316
Recurrence	One-Time Expenditure	Sole Source?	N/A

If Sole Source, provide justification below

Current Fiscal Year Impact
N/A - actual expenses incurred by the County will be reimbursed by the districts
Future Fiscal Year Impacts
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Alternatively, the Board may choose not to approve to consolidate elections, thereby requiring individual elections. This is not recommended, as doing so will be very costly and a heavy burden on staff and resources of both the County Elections Office and the District requesting consolidation.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

County Counsel

STRATEGIC PLAN ALIGNMENT:

Not Applicable

APPROVALS:

Danielle Sexton	Created/Initiated - 06/18/2026
Darcy Israel	Approved - 06/18/2026
Danielle Sexton	Approved - 06/18/2026
Amy Shepherd	Approved - 06/18/2026
Keri Oney	Approved - 06/18/2026
Stacey Simon	Approved - 06/26/2026
John Vallejo	Approved - 06/29/2026
David Fraser	Final Approval - 06/30/2026

ATTACHMENTS:

1. Lone Pine Fire Protection District Resolution 6-26
2. Full Text of Measure

RESOLUTION NO. 06-26

A RESOLUTION OF THE GOVERNING BOARD OF THE LONE PINE FIRE PROTECTION DISTRICT CALLING AN ELECTION, ORDERING THE SUBMISSION OF A MEASURE TO THE VOTERS, AND REQUESTING CONSOLIDATION WITH THE NOVEMBER 3, 2026, GENERAL ELECTION PURSUANT TO ELECTIONS CODE §10403

WHEREAS, the Lone Pine Fire Protection District of Inyo County seeks voter approval to reinstate a previously approved parcel tax that expired on December 31, 2025, in order to continue funding for Lone Pine Fire Protection District Special Emergency Response Services; and

WHEREAS, the Governing Board desires to submit the measure to the voters at the November 3, 2026, general statewide election; and

WHEREAS, Elections Code §10403 requires the District to request consolidation and to set forth the exact form of the ballot question; and

WHEREAS, the District acknowledges that it will reimburse the County for the actual costs of conducting the election as required by law; and

WHEREAS, pursuant to Elections Code §10418, the consolidated election shall be held and conducted in accordance with the provisions of law regulating the statewide election;

NOW, THEREFORE, THE GOVERNING BOARD OF THE LONE PINE FIRE PROTECTION DISTRICT DOES HEREBY RESOLVE AND ORDER AS FOLLOWS:

1. **Call of Election.** The Governing Board hereby orders an election to be held on November 3, 2026, for the purpose of submitting the following measure to the voters:

a) **Ballot Question:**

“Lone Pine Special Emergency Response Services Tax Reinstatement.

Shall the measure reinstating the Lone Pine Fire Protection District’s previously approved \$100 parcel tax, originally adopted in 2014 and expired June 30, 2025, be adopted to continue funding Lone Pine Fire Protection District Special Emergency Response Services, generating approximately \$80,000 annually for a period of ten years, with all funds remaining under local control?”

Yes _____

No _____

2. **Request for Consolidation.** The Governing Board requests that this election be consolidated with the November 3, 2026, general election and that the County conduct said election pursuant to Elections Code §10403.
3. **Conduct of Election.** The consolidated election shall be held and conducted in accordance with Elections Code §10418.
4. **Filing.** The Secretary/Clerk is directed to file a certified copy of this Resolution with the County Elections Official no later than 88 days prior to the election.
5. **Full Text.** The full text of the measure, attached as Exhibit A, is hereby approved and ordered submitted to the voters.

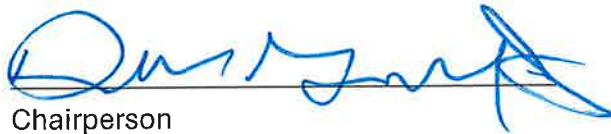
PASSED AND ADOPTED this 8 day of June, 2026 by the following vote:

AYES: 5

NOES: 0

ABSENT: 0

ABSTAIN: 0



Chairperson

Lone Pine Fire Protection District Board

ATTEST: 

Secretary NORMA WOODS

Lone Pine Fire Protection District

EXHIBIT A

FULL TEXT OF THE 2026 LONE PINE FIRE PROTECTION DISTRICT PARCEL TAX MEASURE

SPECIAL EMERGENCY RESPONSE SERVICES TAX REINSTATEMENT MEASURE

Shall the measure reinstating the Lone Pine Fire Protection District’s previously approved \$100 parcel tax, originally adopted in 2014 and expired June 30, 2025, be adopted to continue funding Lone Pine Fire Protection District Special Emergency Response Services, generating approximately \$80,000 annually for a period of ten years, with all funds remaining under local control?

FULL TEXT OF THE MEASURE

1. Purpose of Tax

The Special Emergency Response Services Tax (“the Tax”) will enable the Lone Pine Fire Protection District (“the District”) to continue funding essential emergency response services. Revenues from the Tax shall be used exclusively for obtaining, furnishing, operating, and maintaining emergency medical and ambulance services; purchasing and maintaining emergency response equipment; paying salaries, benefits, and training costs for emergency response personnel; and supporting other emergency response and prevention activities of the District.

No revenues from this Tax shall be used for any purpose other than those stated in this section.

2. Taxable Property

The Tax is imposed upon each parcel of real property located within the boundaries of the District for which there exists a fee simple interest, except that the Tax shall not be imposed upon property owned by federal or state government agencies.

3. Term of Tax

The Tax shall be imposed and levied annually beginning July 1, 2027, and shall remain in effect for a period of ten years.

4. Annual Tax Rate

The Tax shall be imposed and levied annually at a rate of **\$100 per parcel** of taxable property within the District.

5. Estimated Annual Revenue

The Tax is expected to generate **approximately \$80,000 annually**, depending on the number of taxable parcels within the District.

6. Collection of Tax

The Tax shall be collected by the County of Inyo on behalf of the District in the same manner, and subject to the same penalties, fees, and procedures, as other charges and taxes collected on the County property tax roll. The County may deduct its reasonable costs of collection before remitting the balance of the proceeds to the District.

7. Special Fund and Accountability Requirements

All revenues from the Tax shall be deposited into a special account entitled “**Lone Pine Fire-Ambulance.**”

Funds in this account shall be used only for the purposes stated in Section 1 of this Measure.

The District shall comply with the accountability requirements of Government Code §§50075.1 and 50075.3, including but not limited to:

- Annual reporting of revenues and expenditures
- Annual verification that funds were used solely for authorized purposes

8. Use of Funds

All funds generated by this Tax shall remain under **local control** and shall not be used by or transferred to any other governmental agency.

9. Voter Approval Requirement

This Tax shall take effect only if approved by at least **two-thirds (2/3)** of the voters voting on the Measure.

10. Severability

If any provision of this Measure is held invalid, the remaining provisions shall remain in full force and effect to the fullest extent permitted by law.

A YES VOTE SUPPORTS THE TAX:

A NO VOTE DOES NOT SUPPORT THE TAX:



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

July 14, 2026

Reference ID:
2026-523

Fiscal Year 2026-2027 California Children's Services Plan Health & Human Services - Health/Prevention ACTION REQUIRED

ITEM SUBMITTED BY

Laura Kennedy, Nurse Supervisor

ITEM PRESENTED BY

Anna Scott, Health & Human Services Director

RECOMMENDED ACTION:

Approve the California Children's Services (CCS) Plan for Fiscal Year 2026-2027 to ensure the continuation of medical services to eligible children in Inyo County and authorize the HHS Director to sign certification statements.

BACKGROUND / SUMMARY / JUSTIFICATION:

The California Children's Services (CCS) program provides diagnostic and treatment services, medical case management, and physical and occupational therapy services to children under age 21 whose parents are unable to pay for services and who have CCS-eligible medical conditions. Examples of CCS-eligible conditions include, but are not limited to, chronic medical conditions such as cystic fibrosis, hemophilia, cerebral palsy, heart disease, cancer, traumatic injuries, and certain infectious diseases. Mandates require Inyo County to assist in seeking and enrolling eligible children through cooperative efforts with local public and private agencies. The CCS program is funded through the Department of Health Care Services (DHCS).

FISCAL IMPACT:

Funding Source	Grant Funded (Department of Health Care Services)	Budget Unit	045500 and 045501
Budgeted?	Yes	Object Code	4498
Recurrence	Ongoing Expenditure	Sole Source?	N/A

If Sole Source, provide justification below

Current Fiscal Year Impact
Up to \$132,832 for the period between July 1, 2026 and June 30, 2027
Future Fiscal Year Impacts
N/A
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board can choose not to approve the CCS plan. However, declining this funding would prevent Health & Human Services from providing children with complex health care needs, and their families, with case management services.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Enhanced Health, Social, & Senior Services

APPROVALS:

Laura Kennedy	Created/Initiated - 06/25/2026
Darcy Israel	Approved - 06/25/2026
Stephanie Tanksley	Approved - 06/25/2026
Lyndsey Garrett	Approved - 06/26/2026
Anna Scott	Approved - 07/01/2026
John Vallejo	Approved - 07/02/2026
Amy Shepherd	Approved - 07/02/2026
David Fraser	Final Approval - 07/06/2026

ATTACHMENTS:

1. California Children's Services Plan Admin Budget - Smaller Counties Forms
2. Certification of County Appopriation
3. California Children's Services Plan MTP Budget



DHCS
CALIFORNIA DEPARTMENT OF
of **HEALTH CARE SERVICES**

CCS CASELOAD	Actual Caseload	Percent of Total CCS Caseload
STRAIGHT CCS - Total Cases of Open (Active) Straight CCS Children	2	3.77%
OTLIPC - Total Cases of Open (Active) OTLIPC Children	9	16.98%
MEDI-CAL - Total Cases of Open (Active) Medi-Cal (non-OTLIPC) Children	42	79.25%
TOTAL CCS CASELOAD	53	100%

CCS Administrative Budget Worksheet

Fiscal Year: 2026-27
County: Inyo

☐ Check this box if your county intends to use some or all of your CCS M&O allocation to cover allowable CCS case management expenditures.



Section		1	2	3	4A	4	5A	5	6A	6	7A	7	8A	8
CCS Administrative Budget (Case Management)														
Category/Line Item	% FTE	Annual Salary	Total Budget %FTE x Annual Salary	Caseload %	Straight CCS County/State (50/50)	Caseload %	Optional Targeted Low Income Children's Program (OTLIPC) Co/State/Fed (17.5/17.5/65)	Caseload %	Medi-Cal State/Federal	Enhanced % FTE	Enhanced Medi-Cal State/Federal (25/75)	Non-Enhanced % FTE	Non-Enhanced Medi-Cal State/Federal (50/50)	
1. Indirect Cost Rate	2.15%		2,505	3.77%	95	16.98%	425	79.25%	1,985				100.00%	1,985
			0	3.77%	0	16.98%	0	79.25%	0				100.00%	0
IV. Total Indirect Expense			2,505		95		425		1,985					1,985
V. Other Expense														
1. Maintenance & Transportation			7,500	3.77%	283	16.98%	1,274	79.25%	5,943				100.00%	5,943
2.				3.77%	0	16.98%	0	79.25%	0				100.00%	0
3.				3.77%	0	16.98%	0	79.25%	0				100.00%	0
4.				3.77%	0	16.98%	0	79.25%	0				100.00%	0
5.				3.77%	0	16.98%	0	79.25%	0				100.00%	0
V. Total Other Expense			7,500		283		1,274		5,943					5,943
Case Management Budget Total			132,832	0	5,013		22,557		105,263			0	0	105,263
CCS Monitoring and Oversight														
1. Employee Name, Position	0.00%	0	0					100.00%	0				100.00%	0
2. Employee Name, Position	0.00%		0					100.00%	0				100.00%	0
3. Employee Name, Position	0.00%	0	0					100.00%	0				100.00%	0
4. Employee Name, Position	0.00%	0	0					100.00%	0				100.00%	0
Subtotal		0.00%	0						0					0
Total Salaries and Wages			0						0					0
Staff Benefits (Specify %)	0.00%		0						0					0
I. Total Personnel Expense			0						0					0
II. Operating Expense														
1. Travel			0					100.00%	0				100.00%	0
2. Training			0					100.00%	0				100.00%	0
II. Total Operating Expense			0					100.00%	0				100.00%	0
III. Capital Expense														
1.			0					100.00%	0				100.00%	0
2.			0					100.00%	0				100.00%	0
III. Total Capital Expense			0					100.00%	0				100.00%	0
IV. Indirect Expense														
1. Indirect Cost Rate	0.00%		0					100.00%	0				100.00%	0
IV. Total Indirect Expense			0						0					0
V. Other Expense														
1. Maintenance & Transportation			0					100.00%	0				100.00%	0
2.			0					100.00%	0				100.00%	0
V. Total Other Expense			0						0					0
CCS M&O Subtotal			0						0					0
Case Management and M&O Budget Grant Total			132,832		5,013		22,557		105,263			\$ -		105,263
Prepared By (Signature)		Prepared By (Printed Name)		Date Prepared		Phone Number								
		Joey Peterson		6/24/2026		(760) 878-0246								
CCS Administrator (Signature)		CCS Administrator (Printed Name)		Date Signed		Phone Number								
		Laura Kennedy		06/24/2026		(760) 873-7359								

CCS CASELOAD	Actual Caseload	Percent of Total CCS Caseload
STRAIGHT CCS - Total Cases of Open (Active) Straight CCS Children	2	3.77%
OTLICP - Total Cases of Open (Active) OTLICP Children	9	16.98%
MEDI-CAL - Total Cases of Open (Active) Medi-Cal (non-OTLICP) Children	42	79.25%
TOTAL CCS CASELOAD	53	100%

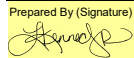
CCS Administrative Budget Summary

Fiscal Year: 2026-27

County: Inyo

	Col 1 = Col 2+3+4	Straight CCS (State/County)	OTLICP (Title 21)	Medi-Cal (Title 19) (Column 4 = Columns 5 + 6)		
Section	1	2	3	4	5	6
Category/Line Item	Total Budget	Straight CCS County/State (50/50)	Optional Targeted Low Income Children's Program (OTLICP) County/State/Fed (17.5/17.5/65)	Medi-Cal State/Federal	Enhanced Medi-Cal State/Federal (25/75)	Non-Enhanced Medi- Cal State/Federal (50/50)
CCS Administrative/Case Management						
I. Total Personnel Expense	116,293	4,388	19,748	92,157	0	92,157
II. Total Operating Expense	6,534	247	1,110	5,178	0	5,178
III. Total Capital Expense	0	0	0	0		0
IV. Total Indirect Expense	2,505	95	425	1,985		1,985
V. Total Other Expense	7,500	283	1,274	5,943		5,943
CCS Monitoring and Oversight						
I. Total Personnel Expense	0			0		0
II. Total Operating Expense	0			0		0
III. Total Capital Expense	0			0		0
IV. Total Indirect Expense	0			0		0
V. Total Other Expense	0			0		0
Budget Grand Total	132,832	5,013	22,557	105,263	0	105,263

	Col 1 = Col 2+3+4	Straight CCS (State/County)	OTLICP (Title 21)	Medi-Cal (Title 19) (Column 4 = Columns 5 + 6)		
Section	1	2	3	4	5	6
Source of Funds	Total Budget	Straight CCS County/State (50/50)	Optional Targeted Low Income Children's Program (OTLICP) County/State/Fed (17.5/17.5/65)	Medi-Cal State/Federal	Enhanced Medi-Cal State/Federal (25/75)	Non-Enhanced Medi- Cal State/Federal (50/50)
Straight CCS						
State	2,506	2,506				
County	2,507	2,507				
OTLICP						
State	3,947		3,947			
County	3,947		3,947			
Federal (Title XXI)	14,663		14,663			
Medi-Cal						
State	52,632			52,632	0	52,632
Federal (Title XIX)	52,631			52,631	0	52,631

			Joey Peterson	joey.peterson@inyocounty.us
Prepared By (Signature)			Prepared By (Printed Name)	Email Address
			Laura Kennedy	stanksley@inyocounty.us
CCS Administrator (Signature)			CCS Administrator (Printed Name)	Email Address

**CCS Administrative and Monitoring and Oversight
Budget Justification Narrative**

Fiscal Year: 2026-27

County: Inyo



CCS Administrative Budget (Case Management)		
I. PERSONNEL EXPENSES		
Employee Name/Position	Total Budget %FTE x Annual Salary	List all employees included in the Personnel Expenses line item. Include the employee's name, position/title, and a brief description of the employee's role with the CCS program.
Dena Dondero, Registered Nurse, CCS Coordinator	\$19,676	CCS Coordinator is a registered nurse who ensures that children with eligible medical conditions receive timely access to specialized
Emma Williams, RNS Specialist III, CCS Case Manager	\$82,356	CCS Case Manager reviews medical documentation, referrals, and applications to determine CCS medical and financial eligibility.
Lucina Mesquitez, Office Tech III	\$4,685	The Office Tech III, with direction from the Admin Analyst, prepares plans for travel reimbursement, assists with the completion of
Joey Peterson, Admin Analyst III	\$9,576	The Administrative Analyst III provides fiscal and administrative support to the California Children's Services (CCS) program by
Total Personnel Expenses:	\$116,293	

Operating Expense	Total Budget %FTE x Annual Salary	List all items included in the Operating Expense line item. Identify and provide a brief description on how it supports CCS case management.
Travel	\$0	
Training	\$0	
General Operating	\$1,860	Office supplies (pens, paper, etc.), duplication, postage, mobile device management, and light refreshments for contracted medical
Professional Services	\$259	Payroll software, Zoom, and Ring Central (desk phones) service subscription fees.
Rent	\$4,415	Total Cost / (FTE x 200 x 12) = Cost per Sq. Ft. \$4,415 / (1.65 x 200 x 12) = \$1,114.9 per Sq. Ft.
Total Operating Expenses:	\$6,534	

Capital Expense	Total Budget %FTE x Annual Salary	List all items included in the Capital Expense line item. Identify and explain any newly listed Capital Expense. Include County/City Capital Expenses Justification Form.
Total Capital Expenses:	\$0	

IV. INDIRECT EXPENSES		
Indirect Cost Rate Percentage	Total Budget %FTE x Annual Salary	Specify the indirect cost rate used and cite the approval source (e.g., CDPH-approved rate).
A. Indirect Cost Rate @ 2.1541%	\$2,505	Inyo's ICR is 25% per CDPH's website: https://www.cdph.ca.gov/Programs/CFH/DMCAH/Pages/Indirect-Cost-Rate.aspx .
Total Indirect Expenses:	\$2,505	

V. OTHER EXPENSES		
Operating Expense	Total Budget %FTE x Annual Salary	List all items included in the Other Expense line items. Identify and explain increased, decreased, or newly listed line items. Include County/City Other Expenses Justification Form.
Maintenance and Transportation	\$7,500	These funds are used to assist families with travel, meals, and lodging when accessing authorized medical care for a child's CCS.
Total Other Expenses:	\$7,500	
Total CCS Admin Expenses:	\$132,832	

CCS Monitoring and Oversight (CCS M&O)		
I. PERSONNEL EXPENSES		
Employee Name/Position	Total Budget %FTE x Annual Salary	List all employees included in the Personnel Expenses line item. Include the employee's name, position/title, and a brief description of the employee's role with the CCS program.

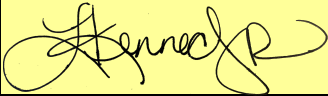
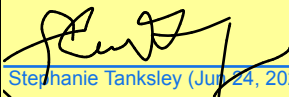


Certification Statement - California Children's Services (CCS)

Fiscal Year:	2026-27
County:	Inyo

CCS Admin and M&O

I certify that the CCS Program will comply with all applicable provisions of Health and Safety Code, Division 106, Part 2, Chapter 3, Article 5, (commencing with Section 123800) and Chapters 7 and 8 of the Welfare and Institutions Code (commencing with Sections 14000- 14200), and any applicable rules or regulations promulgated by DHCS pursuant to this article and these Chapters. I further certify that this CCS Program will comply with the Fiscal Guidance Manual. I further certify that this CCS Program will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.), Title XXI of the Social Security Act, (CFR, 457.40(b)), and recipients of funds allotted to states for the Maternal and Child Health Services Block Grant pursuant to Title V of the Social Security Act (42 U.S.C. Section 701 et seq.). I further agree that this CCS Program may be subject to all sanctions or other remedies applicable if this CCS Program violates any of the above laws, regulations and policies with which it has certified it will comply.

Signature of CCS Administrator		Date Signed 06/24/2026
Signature of Deputy Director of Public Health and Prevention	 Stephanie Tanksley (Jun 24, 2026 15:44:20 PDT)	Date Signed 06/24/2026
Signature of Director or Health Officer		Date Signed

Certification of County Appropriation**California Children Services (CCS) Program****CCS Diagnostic, Treatment, and Vended Therapy; CCS Medi-Cal Rx; Optional Targeted Low-Income Children's Program; CCS Dental; and/or Medical Therapy Program (MTP) Therapy****County Name:** INYO**Fiscal Year:** 2026 - 2027

	County Funds Only
➤ CCS Diagnostic, Treatment, and Vended Therapy	
➤ CCS Drug Intermediary (Medi-Cal Rx)	\$ 12,828.00
➤ CCS Dental	
➤ Optional Targeted Low-Income Children's Program (formerly HF) (Includes Diagnostic, Treatment, and Vended Therapy)	\$ 2,000.00
➤ MTP Therapy (DOES NOT include Vended Therapy)**	\$ 2,000.00
➤ Total Appropriation of County Only Funds Current FY	\$ 16,828.00

** The State will match on a dollar-for-dollar basis the amount of county funds allocated by a county for funding the county's MTP, exclusive of vended therapy, up to the level of the county's capped State MTP allocation for the fiscal year.

I hereby certify that the amount(s) of funds identified above have been appropriated as the County's share of the CCS Program Diagnostic, Treatment, and Vended Therapy; CCS Medi-Cal Rx; CCS Dental; Optional Targeted Low-Income Children's Program; and/or MTP Therapy costs for the CCS Program in the current Fiscal Year.

County of Inyo		(760) 878-0343	
Organization Name		Phone Number	
P.O. Drawer R	Independence	CA	93526
Address	City	State	Zip Code
Amy Shepherd	Auditor-Controller		
Printed Name of Signer	Title of Signer		
		06/25/2026	
Signature of County Auditor or Deputy Director		Date	

Please e-mail the completed form with an electronic signature to: ISCDFiscal@dhcs.ca.gov

Submit

Medical Therapy Program Staffing Determination Tool

TO BE COMPLETED BY COUNTY CCS PROGRAM

Fiscal Year: 2026-27

County: Inyo

Date: 6/18/2026

Total no. of MTUs in county:

Total no. of MTU satellites in county:

Total no. of children on MTP caseload per CMS Net:

10

Please explain if caseload data is from another source:

Total number of children on waiting list for services, receiving no services:

PT

OT

Total # of children on waiting list, receiving services temporarily through a vendor:

PT

OT

Total # of children on waiting list:

PT

0

OT

0

A. MTP Administrative Positions

MTP Administrative Positions*	# County Positions Approved & Filled	# County Positions Approved & Vacant	Total Administrative Positions
Chief Therapist	0.00		0.00
Asst Chief Therapist(s)			0.00
MTU Supervisors			0.00
MTU Clerks			0.00
Total Adm Pos:	0.00	0.00	0.00

*Must be State approved positions based on Ch. 4 and caseload reviews - see instructions

** Calculation reflects licensed OT/PT staff needed to meet treatment needs. See instructions. Therapy Assistant/Aide conversions cannot be used to increase the number of therapy staff submitted on the MTP Baseline Budgets. **

B. Calculating FTE's for Treatment Needs**

1	2	3	4	5	6	7	8	9	10
Total weekly prescribed PT hours	Total weekly prescribed OT hours	Total prescribed hours (Col 1+Col 2)	Total hours for consultation* (see below for explanation)	Total treatment hours = prescribed hrs + consult hours (Col 3+4)	Standard hours per week for full-time employee	Total paid break time per week (in hours)	Total weekly work hours available for 1.0 FTE	Expected Tx hrs/wk at 75% direct therapy service (Col 8 x 0.75)	Total treating FTE's needed to staff MTP (Col 5/Col 9)
		0.00	0.00	0.00		2.50	37.50	28.13	0.00

PT cases:

OT cases:

* Calculated hours for consultation = # PT cases x 0.12 =

-

* Calculated hours for consultation = # OT cases x 0.12 =

-

Total consultation hours (used for Column 4 above) =

-

C. Calculating Interagency Liaison and IEP Hours for Treatment FTEs

These numbers should be taken from the timestudies submitted to CMS

Timestudy	Total Interagency Liaison Hours	Total Interagency IEP Hours	Total Interagency hours for timestudy month	Total Interagency Hours for quarter***
Prior year 4 th quarter			-	-
Current year 1 st quarter			-	-
Current year 2 nd quarter			-	-
Current year 3 rd quarter			-	-
Total Annual Interagency Hours			-	-
Weekly average interagency hours for treatment positions				-
Weekly hours available for treatment by one FTE				37.50
Total treatment FTE's needed for SELPA interagency activities				0.00

Medical Therapy Program Staffing Determination Tool

TO BE COMPLETED BY COUNTY CCS PROGRAM

Fiscal Year: 2026-27

County: Inyo

Date: 6/18/2026

D. Total MTP Treatment Positions

FTEs needed for prescription treatment hours:	0.00
FTEs needed for IEP and Interagency liaison hours:	0.00
Total MTP Treatment Positions:	0.00

E. MTP Position Summary

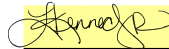
Based on the above calculations, the following MTP FTE positions are needed to meet the caseload of the County identified above.

Total MTP Administrative Positions:	0.00
Total MTP Treatment Positions:	0.00
TOTAL MTP FTE POSITIONS:	0.00

Laura Kennedy

Name/Signature of Chief Therapist / Unit Supervisor

Updated 5/1/26



Name/Signature of CCS Administrator

0

CCS Medical Therapy Program (MTP) Budget Worksheet

Fiscal Year: **2026-27**

County: **Inyo**



Column	1	2	3
Category/Line Item	% FTE	Annual Salary	Total Budget (1 x 2)
I. COUNTY EMPLOYED MTU STAFF			
MTP Administrative Positions			
1. Employee Name, Position	0.00%	-	-
2. Employee Name, Position	0.00%	-	-
3. Employee Name, Position	0.00%	-	-
4. Employee Name, Position	0.00%	-	-
5. Employee Name, Position	0.00%	-	-
Subtotal		-	-
Treatment Staff			
1. Employee Name, Position	0.00%	-	-
2. Employee Name, Position	0.00%	-	-
3. Employee Name, Position	0.00%	-	-
4. Employee Name, Position	0.00%	-	-
5. Employee Name, Position	0.00%	-	-
6. Employee Name, Position	0.00%	-	-
7. Employee Name, Position	0.00%	-	-
8. Employee Name, Position	0.00%	-	-
9. Employee Name, Position	0.00%	-	-
Subtotal		-	-
Total Salaries and Wages			-
Staff Benefits (Specify %) 0.00%			-
Total Personnel Expenses, County Employed MTU Staff			-
Travel Costs			-
Internal Indirect Costs (Specify %) 0.00%			-
I. TOTAL, COUNTY EMPLOYED MTU STAFF			\$ -
II. CONTRACT THERAPISTS			
Physical and Occupational Therapy Contracts			
1. Contractor Name, Position			-
2. Contractor Name, Position			-
3. Contractor Name, Position			-
4. Contractor Name, Position			-
5. Contractor Name, Position			-
II. TOTAL, CONTRACT THERAPISTS			\$ -
III. COUNTY STAFF FOR SELPA/LEA/IEP FUNCTIONS			
MTP Administrative Positions			

Column		1	2	3
Category/Line Item		% FTE	Annual Salary	Total Budget (1 x 2)
1. Dena Dondero, Registered Nurse		10.00%	109,220	10,922
2. Employee Name, Position		0.00%	-	-
3. Employee Name, Position		0.00%	-	-
4. Employee Name, Position		0.00%	-	-
5. Employee Name, Position		0.00%	-	-
Subtotal			109,220	10,922
Treatment Staff				
1. Employee Name, Position		0.00%	-	-
2. Employee Name, Position		0.00%	-	-
3. Employee Name, Position		0.00%	-	-
4. Employee Name, Position		0.00%	-	-
5. Employee Name, Position		0.00%	-	-
6. Employee Name, Position		0.00%	-	-
7. Employee Name, Position		0.00%	-	-
8. Employee Name, Position		0.00%	-	-
9. Employee Name, Position		0.00%	-	-
Subtotal			-	-
Total Salaries and Wages				10,922
Staff Benefits (Specify %)	59.01%			6,445
Total Personnel Expenses for SELPA/LEA/IEP Functions				17,367
Travel Costs				-
Indirect Costs (Specify %)	0.00%			-
III. TOTAL, STAFF FOR SELPA/LEA/IEP FUNCTIONS				\$ 17,367
IV. MTU EXPENDITURES				
1. MTU Supply and Equipment Costs				
a. Item 1				-
b. Item 2				-
c. Item 3				-
d. Item 4				-
Subtotal				-
2. MTU Conference Costs				
a. Provider Expenses at Clinic				2,500
b. Item 2				-
c. Item 3				-
d. Item 4				-
Subtotal				2,500
3. Training/Education				
a. Item 1				-
b. Item 2				-
c. Item 3				-
d. Item 4				-
Subtotal				-
4. Miscellaneous MTU Costs				

Column	1	2	3
Category/Line Item	% FTE	Annual Salary	Total Budget (1 x 2)
a. Indirect Costs			238
b. Item 2			-
c. Item 3			-
d. Item 4			-
Subtotal			238
IV. TOTAL, MTU EXPENDITURES			\$ 2,738
BUDGET GRAND TOTAL			\$ 20,105

SOURCE OF FUNDS			
MTP (State/County 50/50) (Sections I, II & IV)			
State General Funds (1)		\$ 1,369	
County Funds		\$ 1,369	
MTP (State 100%) (Section III)			
State General Funds (2)		\$ 17,367	
Total State General Funds (1 + 2)		\$ 18,736	

Joey Peterson	6/18/2026
---------------	-----------

Prepared By

Date Prepared

	06/25/2026
---	------------

Approved By

Date Approved

MTP Staffing and Budget Summary
FY 2026-27

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6 (C3+C4+C5)	Column 7 (=C8)	Column 8 (=C7)	
Inyo	Total Est. MTP Caseload	Total Budgeted MTP Administrative Positions (FTEs) (Section A)	Total Budgeted MTP Treatment Positions (FTEs) (Section B)	Total Budgeted SELPA Interagency Activities (FTEs) (Section C)	Total Budgeted MTP Positions (FTEs) (Section E)	Estimated MTP Funding (County)	Estimated MTP Funding (State - No AB3632)	
	10	0.00	0.00	0.10	0.10	\$1,369	\$1,369	

Autocalculates



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

July 14, 2026

Reference ID:
2026-516

Resolution Authorizing Planning Director to Enter into a Contract with the California Department of Transportation Planning Department ACTION REQUIRED

ITEM SUBMITTED BY

Cathreen Richards, Planning Director

ITEM PRESENTED BY

Cathreen Richards, Planning Director

RECOMMENDED ACTION:

Approve Resolution No. 2026-27, titled: "A Resolution of the Board of Supervisors of the County of Inyo, State of California, Authorizing Cathreen Richards, the Inyo County Planning Director, to Enter into a Contract with the California Department of Transportation of the County of Inyo for a Sustainable Transportation Planning Grant Titled, 'The Big Pine 395 Corridor and Community Enhancement Plan,'" and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

On May 29, 2026, Inyo County was awarded a Sustainable Transportation Planning Grant from the California Department of Transportation in the amount of \$220,400 for the preparation of a 395 corridor (area through Big Pine and the Big Pine Paiute of the Owens Valley reservation) and community enhancement plan for the community of Big Pine and surrounding area. The grant requires an 11.47% local match, which will be met through staff time, so no hard-cash match from Inyo County is expected. As a condition of Grant Acceptance, the Inyo County Board of Supervisors is required to adopt a resolution designating staff to execute agreements with Caltrans.

FISCAL IMPACT:

Funding Source	Grant Funded Sustainable Transportation Planning Grant	Budget Unit	23800
Budgeted?	Yes	Object Code	
Recurrence	Ongoing Expenditure	Sole Source?	N/A

If Sole Source, provide justification below

Current Fiscal Year Impact
N/A
Future Fiscal Year Impacts

Up to \$220,400 for the period between FY2026/2027 and FY2029/2030

Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could direct staff to make changes to the resolution. The Board could also choose not to adopt the resolution; this is not recommended, since the grant awarded by Caltrans requires such a resolution from the local governing body in order to receive grant funds.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities | Community Revitalization Through Effective Planning

Thriving Communities | Highest and Best Use of Property

Thriving Communities | Improve Housing Opportunities

Thriving Communities | Enhanced Transportation Services

Thriving Communities | Climate Resilience and Natural Resource Protection

APPROVALS:

Cathreen Richards	Created/Initiated - 06/17/2026
Darcy Israel	Approved - 06/17/2026
Amy Shepherd	Approved - 06/23/2026
Keri Oney	Approved - 06/25/2026
John Vallejo	Approved - 06/29/2026
Cathreen Richards	Approved - 06/29/2026
David Fraser	Final Approval - 06/30/2026

ATTACHMENTS:

1. Sustainable Communities Grant Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO,
STATE OF CALIFORNIA, AUTHORIZING CATHREEN RICHARDS THE INYO
COUNTY PLANNING DIRECTOR, TO ENTER INTO A CONTRACT WITH THE
CALIFORNIA DEPARTMENT OF TRANSPORTATION AND THE COUNTY OF
INYO FOR A SUSTAINABLE TRANSPORTATION PLANNING GRANT TITLED BIG
PINE 395 CORRIDOR AND COMMUNITY ENHANCEMENT PLAN**

WHEREAS, the Board of Supervisors for the County of Inyo is eligible to receive Federal and/or State funding for certain transportation planning related plans, through the California Department of Transportation; and

WHEREAS, a Grant Agreement is required to be executed with the California Department of Transportation before such funds can be claimed through the Sustainable Transportation Planning Grant Programs; and

WHEREAS, the County of Inyo wishes to delegate authorization to execute these agreements and any amendments thereto;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Inyo, that the Planning Director, or her designee, is authorized to execute all Grant Agreements and any amendments thereto with the California Department of Transportation.

PASSED AND ADOPTED THIS 14th DAY OF JULY, 2026:

AYES:

NOES:

ABSTAIN:

ABSENT:

Trina Orrill, Chairperson
Inyo County Board of Supervisors

ATTEST:

David Fraser
County Administrator

By _____
Darcy Ellis, Assistant



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

July 14, 2026

Reference ID:
2026-512

Big Pine Senior Center ADA Restrooms Project Change Orders No. 1 and 2

Public Works

ACTION REQUIRED

ITEM SUBMITTED BY

Marc Lucas, Associate Civil Engineer

ITEM PRESENTED BY

Marc Lucas, Associate Civil Engineer

RECOMMENDED ACTION:

Authorize the Inyo County Assistant CAO to approve and sign Change Order No.1 in the amount of \$4,720.00 and Change Order No. 2 in the amount of \$3,062.59 to Mark Gadea Construction, of Bishop, CA for additional work provided related to the Big Pine Senior Center ADA restrooms project.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Big Pine Senior Center, located at 180 Dewey St. in Big Pine, CA, is a several decades old Quonset style building, and as such requires numerous improvements. Inyo County Public Works issued a request for bids to renovate the existing women's and men's restrooms on February 2, 2026. The solicitation window closed on February 27, 2026 and the County entered a standard construction contract with Mark Gadea Construction, of Bishop, CA on April 13, 2026. As work began, several differing site conditions were discovered, and two change orders for additional scope of work to be performed were submitted by Mark Gadea Construction.

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

Approving both change orders No. 1 and No. 2 will result in a total agreement cost with Mark Gadea Construction of \$71,330.03, an increase of \$7,782.59 from the original contract amount of \$63,547.44

Future Fiscal Year Impacts

Project construction is expected to continue until Q1 FY 26/27 and costs will continue to be incurred.

Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board of Supervisors could choose not to amend the original construction agreement with Change Order No. 1 and Change Order No. 2, required to complete the scope of work. These change orders are due to unforeseen site conditions that were discovered after the work began, and which were not observed during the mandatory pre-bid job walk that occurred on February 19, 2026.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

High-Quality Services | Improved County Facilities

APPROVALS:

Marc Lucas	Created/Initiated - 06/15/2026
Breanne Nelums	Approved - 06/15/2026
Cap Aubrey	Approved - 06/24/2026
Darcy Israel	Approved - 06/24/2026
Amy Shepherd	Approved - 06/25/2026
Keri Oney	Approved - 06/25/2026
John Vallejo	Approved - 06/29/2026
Denelle Carrington	Final Approval - 06/30/2026

ATTACHMENTS:

1. Big Pine Senior Center Contract
2. Change Order No. 1
3. Change Order No. 2

CONTRACT BETWEEN COUNTY OF INYO
AND Mark Gadea Construction
FOR THE Big Pine Senior Center ADA Restrooms Project

INTRODUCTION

THIS CONTRACT is awarded by the COUNTY OF INYO to CONTRACTOR on and made and entered into effective, Monday, April 13, 2026, by and between the COUNTY OF INYO, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and Mark Gadea Construction (hereinafter referred to as "CONTRACTOR"), for the construction of Big Pine Senior Center ADA Restrooms 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 own expense, all labor, materials, methods, processes, implements, tools, machinery, equipment, transportation, permits, services, utilities, and all other items, and related functions and otherwise shall perform all work necessary or appurtenant to construct the Project in accordance with the any and all Contract Documents specified within section 4 of this Contract, within the Time for Completion set forth, as well as in all other in the Contract Documents, for 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: \$63,547.44, adjusted by such increases or decreases as authorized in accordance with the Contract Documents, and payable at such times and upon such conditions as otherwise set forth in the Contract Documents.

4. ALL PROVISIONS SET FORTH HEREIN.

CONTRACTOR and COUNTY agree that this Contract shall include and consist of (collectively “the Contract Documents”):

- The Bid Package, including but not limited to Bid Proposal Forms
- The Bid Bond
- The Faithful Performance Bond
- 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 executed in connection herewith, shall be construed to create an employer-employee, partnership or joint venture relationship between County and Contractor, nor to allow County to exercise discretion or control over the manner in which Contractor performs the work or services that are the subject matter of this Contract; provided,

however, the work or services to be provided by Contractor shall be provided in a manner consistent with reaching the County's objectives in entering this Contract.

Contractor is an independent contractor, not an employee of County or any of its subsidiaries or affiliates. Contractor will not represent him/herself to be nor hold her/himself out as an employee of County. Contractor acknowledges that s/he shall not have the right or entitlement in or to any of the pension, retirement or other benefit programs now or hereafter available to County's employees. The consideration set forth in Paragraph 3 shall be the sole consideration due Contractor for the services rendered hereunder. It is understood that County will not withhold any amounts for payment of taxes from the Contractor's compensation hereunder. Any and all sums due under any applicable state, federal or municipal law or union or professional and/or trade guild regulations shall be Contractor's sole responsibility. Contractor shall indemnify and hold County harmless from any and all damages, claims and expenses arising out of or resulting from any claims asserted by any third party, including but not limited to a taxing authority, as a result of or in connection with payments due it from Contractor's compensation.

7. ASSIGNMENT AND SUBCONTRACTING.

The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience and competence of Contractor. Assignments of any and/or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express consent of the County. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of the County. If County consents to such subcontract, Contractor shall be fully responsible to County for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between County and subcontractor, nor shall it create any obligation on the part of the County to pay any monies due to any such subcontractor, unless otherwise required by law.

8. 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.

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

Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

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

Umbrella or Excess Policy: The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, includes, but not limited to, primary and noncontributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

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

Self-Insured Retentions: Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by Inyo County. Any and all deductibles and SIRs shall be the sole responsibility of the Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Inyo County may deduct from any amounts otherwise due Contractor to fund the SIE/deductible. Policies shall not contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including ALAE, will satisfy the SIR or deductible. Inyo County reserves the right to obtain a copy of any policies and endorsements for verification.

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

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

- 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. 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.

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

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: **Marc Lucas**

168 N. Edwards

PO Drawer Q

Independence, CA 93526

If to Contractor:

Mark Gadea Construction

2264 Longview Drive, Bishop, CA 93514

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 remedy hereunder 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. ATTACHMENTS.

All attachments referred to are incorporated herein and made a part of this Contract.

22. EXECUTION.

This Contract may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties. In approving this Contract, it shall not be necessary to produce or account for more than one such counterpart.

23. ENTIRE AGREEMENT.

This Contract, including the Contract Documents and all other documents which are incorporated herein by reference, constitutes the complete and exclusive agreement between the County and

Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Contract.

For Inyo County

Signed by:

DB92A4FA96C1495...
SIGNATURE

John Vallejo
FULL NAME

3/17/2026
DATE SIGNED

County Counsel
TITLE

Signed by:

E921B073F8A2426...
SIGNATURE

Aaron Holmberg
FULL NAME

3/17/2026
DATE SIGNED

Risk Manager

TITLE
Signed by:

3094C2B4A2DB49F...
SIGNATURE

Armand Pigeon on behalf of Amy Shepherd
FULL NAME

3/17/2026
DATE SIGNED

Auditor-Controller

TITLE
Signed by:

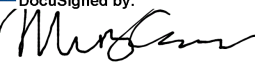
C09B474DFE8F4CB...
SIGNATURE

On behalf of
FULL NAME

4/1/2026
DATE SIGNED

Public Works Director
TITLE

For Contractor

DocuSigned by:

90B1931B8377434...
SIGNATURE

Mark Gadea
FULL NAME

3/31/2026
DATE SIGNED

Owner of Mark Gadea Construction
TITLE

Exhibits List

- A - PWBid-ZP24-019-2026-03-16-11-17-40
- B - [A] Attachment_A._ZP24-019_Improvement_Drawings
- C - [B] Attachment_B._Technical_Specifications_ZP24-019
- D - AddendumNo1
- E - AddendumNo2
- F - [Mark Gadea Construction] Response Document Report

Exhibit A

PWBid-ZP24-019-2026-03-16-11-17-40

INVITATION FOR BID
ZP 24-019
BIG PINE SENIOR CENTER ADA RESTROOMS PROJECT



168 N Edwards Street
Independence, CA 93526

RELEASE DATE: February 2, 2026
DEADLINE FOR QUESTIONS: February 20, 2026
RESPONSE DEADLINE: February 27, 2026, 4:30 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://procurement.opengov.com//portal/countyofinyoca>

TABLE OF CONTENTS

1. INTRODUCTORY DOCUMENTS
2. NOTICE INVITING BIDS.....
3. BID PROPOSAL FORMS.....
4. Pricing Proposal Form
5. Bid Submission Conditions and Instructions.....
6. Vendor Certifications and Questionnaire.....
7. SPECIAL PROVISIONS.....
8. Specifications Approval and Introduction
9. Special Provisions
10. Technical Specifications
11. COUNTY INSURANCE REQUIREMENTS
12. Minimum Insurance Requirements.....

Attachments:

A - Attachment A. ZP24-019 Improvement Drawings

B - Attachment B. Technical_Specifications_ZP24-019

1. INTRODUCTORY DOCUMENTS

1.1. NOTICE INVITING BIDS

The Inyo County Public Works Department is soliciting bids for the Big Pine Senior Center ADA Restrooms Project.

Bid Packages, which include the Notice Inviting Bids, Bid Proposal Forms, Contract and Bond Forms, Special Provisions, and Plans, are available at no charge at the County of Inyo's procurement website at <https://procurement.opengov.com/portal/countyofinyoca>. Bidders are responsible for ensuring that they have registered as interested bidders on Open Gov's bidder registration system; bidders who fail to register as interested bidders may not be notified should any Addenda be issued. If the Department issues any Addenda to the Bid Package that is not acknowledged, the Bid Proposal may be rejected.

Bids must be submitted electronically via the County of Inyo's procurement website at <https://procurement.opengov.com/portal/countyofinyoca>. For How-To videos and technical support with the OpenGov system, please visit [OpenGov How-To Videos and Technical Support](#).

To be considered, bids must be electronically submitted to Open Gov on or before Friday, February 27, 2026 at 4:30 pm, at which time they will be publicly opened and read aloud. No hard copy, mailed, emailed, oral, telegraphic, telephonic, or faxed bids will be accepted.

General Work Description:

The work consists of renovating the existing women's and men's restrooms located inside the Big Pine Senior Center county building. The work is to be performed in compliance with the Americans with Disabilities Act (ADA) and California Building codes. The resulting work will improve accessibility, safety, and usability for individuals with disabilities. As such, demolition, minor electrical, plumbing, framing, cabinetry, painting and flooring may be required per the prepared scope of work for this project. This project is one of many Inyo County is conducting to continue providing high a quality of life to its residents and continue improving access for individuals with disabilities. A mandatory pre-bid job walk is scheduled on February 19, 2026 at 09:00AM at 180 Dewey Street, Big Pine, CA.

Contract Time: 60 calendar days from issuance of notice to proceed.

Liquidated Damages: \$300/ day.

A mandatory job walk is scheduled for Thursday, February 19, 2026 at 9:00 am at the Big Pine Senior Center, 180 Dewey Street, Big Pine CA 93513.

All project work is more particularly described in the plans and special provisions. All of the work shall be in accordance with all applicable Federal, State, and local laws, codes, and regulations.

Technical questions related to project work, site conditions, or other related inquiries should be submitted through OpenGov. All questions must be submitted on or before Friday, February 20, 2026 at 4:30 pm. Do not submit questions via any method other than through OpenGov, and do not contact County staff directly to ask questions. All questions and responses (if the County chooses to provide a response) will be posted

at the County of Inyo's procurement website at <https://procurement.opengov.com/portal/countyofinyoca> on Monday, February 23, 2026.

Bids shall conform to and be responsive to the Contract Documents. Bids are required for the entire work described in the Contract Documents. The contract, if awarded, will be based on the lowest responsible bid total price.

Each Bid must be submitted on the Bid Proposal Forms furnished as a part of the Bid Package. Each Bid must be accompanied by a Proposal Guarantee in the amount and form described in the Bid Package, in an amount not less than 10% of the amount of the bid, made payable to the order of the County of Inyo. The check or bond shall be given as security that the bidder will enter into the Contract with the County and furnish the required Faithful Performance Bond, Labor and Materials Payment Bond, Certificates and/or original endorsements of insurance, or other required documents. The check or bond may be retained by the County for ninety (90) days or until the Contract is fully executed by the successful bidder and the County, whichever first occurs.

The successful bidder shall be required to furnish a Faithful Performance Bond and a Labor and Materials Payment Bond on the forms provided in the Bid Package and in the amount of 100% of the Contract amount. Insurance requirements for the project can be found in the Attachments section of this bid package.

The successful bidder must be licensed as required by law, and consistent with the Contract Documents, at the time the contract is awarded, which license shall be a current Class B, or a combination of C licences appropriate to the work being performed license or a combination of all specialty classifications that will be required for complete performance of all of the work in accordance with the Contract Documents, and if applicable, a joint venture license as defined in the Business and Professions Code, Section 7029. Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute failure to execute the contract and shall result in the forfeiture of the security of the bidder.

In addition to the requirements set forth in this Notice Inviting Bids, all bids shall be subject to the requirements set forth in the Special Provisions, Standard Specifications of the Inyo County Public Works Department, dated May 2020, Contract Documents and other applicable law.

The Contract is subject to the State Contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990, and other applicable law.

The Contract is also subject to and incorporates by reference the provisions of Public Contract Code, Section 22300, pursuant to which, the Contractor is permitted to substitute securities for earned retention or have them placed in escrow at the Contractor's expense, as also set forth in Section 1150.15 of the Standard Specifications.

Pursuant to Section 1725.5 of the Labor Code, the bidder is required to certify that they, and all subcontractors listed on the submitted Bid Form documents, are registered with the California Department of Industrial Relations.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in Inyo County have been determined by the Director of the State Department of Industrial Relations. These wage rates appear in the Department of Transportation 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 on file with the State Department of Industrial Relations and the Public Works Department of the County of Inyo and are available to any interested party upon request.

Inyo County reserves the right at any stage of these proceedings to reject any or all Bids or to waive any immaterial defect in any Bid if it is deemed to be in the best interest of the County.

The definition and meanings of the words used in this Notice Inviting Bids are the same as set forth in Section 1070, "Abbreviations, Symbols, and Definitions," of the Standard Specifications of the Inyo County Public Works Department, dated May 2020.

Each bidder must supply all the information required by the Contract Documents, Special Provisions and Standard Specifications.

2. BID PROPOSAL FORMS

2.1. Pricing Proposal Form

BID SCHEDULE ZP 24-019

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
LOBBY IMPROVEMENTS					
1	Furnish all labor and materials to install ELKAY EZH20 bottle filling station Model LZS8WSSK (or approved equal) on west wall of Lobby entrance to the left of utility cabinet per the contract documents, including necessary minor plumbing and electrical work. Water bottle filling station to be installed in accordance with the 2025 CBC. Max height of water spout shall be 36-inches in accordance with the American with Disabilities Act.	1	LS		
2	Furnish all labor and materials to install ADA-compliant restrooms signage (2010 ADA standards and 2025 CBC)	2	EA		
MEN'S RESTROOM IMPROVEMENTS					
3	Furnish all labor and materials for the demolition and Removal of Items per the Drawings and Project Specifications, including concrete removal for rough-in plumbing. Contractor is responsible for removing and hauling waste out of property and ensure proper disposal	1	LS		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
4	Furnish all labor and materials to install new 1/8" HDPE (60" X 60") panel behind men's urinal from edge of wall to new partition location. Include cost to remove old protective sheeting behind the men's urinals	1	LS		
5	Furnish all labor and materials for rough-in plumbing (one location) per the Drawings and Project Specifications	1	LS		
6	Furnish all labor and materials for restoring concrete floor after rough-in plumbing work.	1	LS		
7	Furnish all labor and materials for installing one new floor mounted closet per the Drawings and Project Specification, including connections to existing water supply line and waste line.	1	LS		
8	Furnish all labor and materials for installing one new toilet paper dispenser on partition per the Drawings and Project Specifications	1	LS		
9	Furnish all labor and materials for installing 36" and 42" grab bars in the Men's restroom per the Drawings and Project Specifications	1	LS		
10	Furnish all labor and materials for installing new partitions, pilasters and doors on hinge per the Drawings and Project Specifications	1	LS		
11	Furnish all labor and materials for installing new lavatory sink per the Drawings and Project Specifications, including connections to supply line and waste line	1	LS		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
12	Furnish all labor and materials to restore vinyl flooring removed during the demolition phase. Vinyl material to provided by COUNTY of INYO	96	SF		
WOMEN'S RESTROOM IMPROVEMENTS					
13	Furnish all labor and materials for the demolition and Removal of Items per the Drawings and Project Specifications. Contractor is responsible for removing and hauling waste out of property and ensure proper disposal	1	LS		
14	Furnish all labor and materials for concrete removal and rough-in plumbing (2 LOCATIONS) per the Drawings and Project Specifications	1	LS		
15	Furnish all labor and materials for restoring concrete floor after rough-in plumbing work. (2 LOCATIONS)	1	LS		
16	Furnish all labor and materials for installing two new floor mounted closet per the Drawings and Project Specifications, including connections to existing water supply lines and waste lines	2	EA		
17	Furnish all labor and materials for installing two new toilet paper dispensers on partition per the Drawings and Project Specifications	2	EA		
18	Furnish all labor and materials for installing 36" and 42" grab bars in the Women's restroom per the Drawings and Project Specifications	1	LS		
19	Furnish all labor and materials for installing new partitions, pilasters and doors on hinge per the Drawings and Project Specifications	1	LS		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
20	Furnish all labor and materials for installing new lavatory sink per the Drawings and Project Specifications, including connections to existing water supply line and waste line	1	LS		
21	Furnish all labor and materials to restore vinyl flooring removed during the demolition phase. Vinyl material to provided by COUNTY of INYO.	114	SF		
22	Furnish all labor and materials to create an ADA compliant opening through the existing wall. Opening shall be at least 36-inches wide in compliance Chapter 11 of the CBC and the opening shall be finished to match the surroundings.	1	LS		
23	Furnish all labor and materials to frame new wall per plans and install drywall	1	LS		
24	Furnish all labor and materials to finish drywall and ensure new wall matches the surrounding area	1	LS		
25	Furnish and install all labor and materials to bring the water heater in compliance with the 2025 California Plumbing Code (CPC) , including seismic strapping, drain pan installation	1	LS		
TOTAL					

2.2. Bid Submission Conditions and Instructions

In submitting this Bid, Bidder understands and agrees that:

- A. **BID DEADLINE.** Bids must be received no later than 4:30 pm on Friday, February 27, 2026 via Inyo County's electronic bid submission portal on OpenGov.com, at which time they will be publicly opened and read aloud. No mailed, hand-delivered, oral, telegraphic, telephonic or fax proposals or modifications will be accepted.
- B. No provision in this section is intended or shall be construed to alter the terms and conditions specified in the Contract Documents for payment of any amounts in the event the Project contract is awarded to Bidder pursuant to this Bid.

- C. **INCLUSION OF ALL COSTS.** This Bid includes all costs for all labor, materials, tools, taxes, insurance, transportation, and other related supplies and services to perform all services and provide all materials as required by, and in accordance with, the Contract Documents for the Project.
- D. **CONTRACT DOCUMENTS.** The Contract Documents shall constitute the Contract between the parties, which will come into full force and effect upon acceptance, approval, and execution by the Inyo County Board of Supervisors. The Contract Documents are complementary and are incorporated herein by reference and made a part hereof with like force and effect as if all of said documents were set forth in full herein. The Contract Documents include all documents defined as "Contract Documents" in the Standard Specifications of the Inyo County Public Works Department, dated May 2020.
- E. **ACCEPTANCE.** County reserves the right to reject any and all Bids, or part of any Bid, to postpone the scheduled Bid deadline date(s), to make an award in its own best interest, and to waive any irregularities or technicalities that do not significantly affect or alter the substance of an otherwise responsible Bid and that would not affect a Bidder's ability to perform the work adequately as specified. However, this Bid shall remain open and shall not be withdrawn for a **period of ninety (90) calendar days** after the date designated in the Notice Inviting Bids for publicly opening this Bid. If Bidder receives written notice of the award of the Project Contract to Bidder on or before the sixtieth day, Bidder shall execute the Contract and deliver to County the executed Contract and all of the bonds, certificates and/or endorsements of insurance coverage, and other required documents no later than fifteen (15) calendar days after the date on which Bidder receives such notice. This solicitation in no way obligates County to award a Bid Contract described herein, nor will County assume any liability for the costs incurred in the preparation and transmittal of Bids in response to this solicitation. County reserves the right to not accept any Bid, to reject any or all Bids, to reject any part of any Bid proposal, to negotiate and modify any Bid, and to waive any defects or irregularities in any Bid at County's sole discretion. Furthermore, County shall have the sole discretion to award a Bid Contract as it may deem appropriate to best serve the interests of County. In this regard, County may consider demonstrated quality of work, responsiveness, comparable experience, professional qualifications, references, and proposed fees. Awards will not be based on cost alone. County does not guarantee a minimum or maximum dollar value for any Contract(s) resulting from this solicitation. If the Contract Documents require or permit this Bid to include two or more Alternates, County reserves the right to award the Contract for that Alternate which County, in its sole discretion, determines at the time of award to be in County's best interest.
- F. **TIME OF COMPLETION.** The Bidder further specifically agrees to complete all the work no later than the Time for Completion specified in the Contract Special Provisions.
- G. **BID PROTEST.** In the event a dispute arises concerning the bid process prior to the award of the contract, the complaining party must follow the mandatory administrative procedure set forth in Inyo County Code Chapter 6.30 and pursuant to the following bid protest procedures:

1. Only a bidder who has actually submitted a Bid Proposal is eligible to submit an appeal request/bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest. Appeal must be in writing. The appeal must contain a complete statement of the basis for the protest and all supporting documentation. Materials submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address and telephone number of the person representing the protesting bidder if different from the protesting bidder. A copy of the protest and all supporting documents must also be transmitted by fax or by e-mail, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest. Must be submitted within ten (10) calendar days of the date of the recommended award or denial of award letters. An appeal of a denial of award can only be brought on the following grounds: Failure to follow the selection procedures and adhere to requirements specified in the Bid Package or any addenda or amendments. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq. A violation of State or Federal law. Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to: Nate Greenberg, Purchasing Director, 224 N. Edwards St., Independence, CA 93526. County's Purchasing Director shall make a decision concerning the appeal, and notify the Proposer making the appeal, within a reasonable timeframe prior to the tentatively scheduled date for awarding the contract. The decision of County's Purchasing Director shall be deemed final.

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

2.3. Vendor Certifications and Questionnaire

1. Bidder is:*

- ☐ Individual
- ☐ Partnership
- ☐ Joint Venture
- ☐ Corporation
- ☐ Limited Liability Company (LLC)

*Response required

2. Address and Phone Number

The address provided may be used to send official communications regarding this bid.

3. Federal Identification No.

4. CA State License Board (CSLB) Number, Expiration Date, and Type*

Please enter your CSLB Number which will be verified on the CSLB Website:
<https://www2.cslb.ca.gov/onlineservices/checklicenseII/checklicense.aspx>

*Response required

5. Bid Proposal Certification*

THE BIDDER HEREBY DECLARES, UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA, THAT THE STATEMENTS MADE IN THIS BID PROPOSAL FORM, INCLUDING ALL OF THE ATTACHED STATEMENTS, DESIGNATIONS, CERTIFICATES, AND AFFIDAVITS, ARE TRUE AND CORRECT, AND THAT THEY ARE THE INDIVIDUAL, MANAGING PARTNER, OR CORPORATE OFFICER, DULY AUTHORIZED BY LAW TO MAKE THIS BID ON BEHALF OF CONTRACTOR, AND BY CONFIRMING BELOW DO MAKE THIS BID ON BEHALF OF CONTRACTOR ACCORDING TO ALL OF THE TERMS AND CONDITIONS SET FORTH OR REFERENCED HEREIN.

☐ Please confirm

*Response required

6. Please type your total bid amount in both numbers and words. *

*Response required

7. Please list all addenda that you have received.*

*Response required

8. As security for the Bid, this Bid must include one of the following proposal guarantee instruments in the amount of ten percent (10%) of the total amount of the Bid. If the Contract Documents require or permit this Bid to include two or more alternates, the amount of the Proposal Guarantee must not be less than ten percent (10%) of the amount of the bid total submitted for the alternate having the highest total bid amount. Would you like to submit an e-bid bond with Surety2000? *

If you click 'No' you will be given the option to upload a copy of your hard copy bid bond. Cashier's checks will not be accepted as a bid bond.

☐ Yes

☐ No

*Response required

When equals "Yes"

8.1. Surety2000 Bid Bond Verification*

Please enter your Bid Bond information from Surety2000 below. If you do not have a Vendor ID, please use your company's EIN.

*Response required

When equals "No"

8.2. Please upload your bid bond*

No County form is included, bidder may use the form from their bonding company.

*Response required

9. Proposal Guarantee Forfeiture*

Bidder hereby agrees that County shall be entitled to payment by forfeiture of the Proposal Guarantee if County awards the Project Contract to Bidder, but Bidder fails or refuses to execute the Contract and/or furnish all of the bonds, certificates and/or endorsements of insurance coverage, and other required

documents no later than fifteen (15) calendar days after the date on which Bidder receives notice of the award from County.

☐ Please confirm

*Response required

10. Will you be using any subcontractors on this project?

☐ Yes

☐ No

When equals "Yes"

10.1. Bidder's List of Subcontractors*

Please download the below documents, complete, and upload.

- Bidder's List of Subcontract...

*Response required

11. Is your business or are any of your subcontractors a Small Business Enterprise or a Local Business?

Section 6.06 of the Inyo County Code explains the Local Business/Small Business contracting preferences.

☐ Yes

☐ No

When equals "Yes"

11.1. Commitment & Verification Forms

Please download the below documents, complete, and upload the forms that pertain to your bid.

- Local Business Contracting ...
- SBE Commitment Form.pdf

12. Certification Regarding Equal Employment Opportunity*

During the performance of this Contract, the Contractor and its subcontractors shall not unlawfully deny the Contract's benefits to any person, nor shall any person be unlawfully subjected to discrimination under the contract and its performance on the basis of religion, color, ethnic group identification, sex, age, or disability. In addition, the Contractor and its subcontractors shall not discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age, or sex. The Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free from such discrimination.

The Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.), and the Provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.7).

Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

☐ Please confirm

*Response required

13. Labor Code Section 3700 Certification*

I am aware of the provisions of Section 3700 and following of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self- insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

☐ Please confirm

*Response required

14. CA DIR Registration Number*

Please type in your DIR Registration number which will be verified by the County on the DIR website.

*Response required

15. CA DIR Registration Certification*

Bidder hereby certifies that they, and all subcontractors listed on the submitted Bid Form documents, are registered with the CA Department of Industrial Relations pursuant to requirements of California Labor Code Section 1725.5 and will comply with all requirements as noted in the aforementioned Labor Code section.

☐ Please confirm

*Response required

16. Non-Collusion Affidavit*

Pursuant to Cal. Public Contract Code section 7106 and Cal. Code of Civil Procedure section 2015.5, bidder hereby declares that I am the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose. Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

By checking the box below, I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

☐ Please confirm

*Response required

17. Disqualification Questionnaire*

In accordance with Public Contract Code Section 10162, the Bidder shall answer, under penalty of perjury, the following question:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

☐ Yes

☐ No

*Response required

When equals "Yes"

17.1. Disqualification Questionnaire Follow Up

Please explain the circumstances if you responded "yes" to the Disqualification Questionnaire.

18. NLRB Order Certification *

In accordance with Public Contract Code Section 10232, the Contractor hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

By checking the box below, Bidder certifies, under penalty of perjury under the laws of the State of California, that the foregoing statements in accordance with Public Contract Code Section 10232 are true and correct.

☐ Please confirm

*Response required

19. 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 is responsible for determining whether a recipient of a political contribution is a County officer prior to answering.

☐ Yes

☐ No

*Response required

When equals "Yes"

19.1. *Please list the Officer Name, Payee Name, Payment Date and Payment Amount for each contribution.**

*Response required

3. SPECIAL PROVISIONS

3.1. Specifications Approval and Introduction

The Big Pine Senior Center ADA Restrooms Project (Project), a public works project of Inyo County, is to be constructed and completed in accordance with these Special Provisions, the Project Plans, and, insofar as they are referenced herein, the Standard Specifications of the Inyo County Public Works Department dated May 2020 (Standard Specifications). The Special Provisions, the Project Plans, and the sections of the Standard Specifications referenced herein, constitute a portion of the “Contract Documents” (as that term is defined in section 1-1.07 of the Standard Specifications) governing the project and shall therefore be binding upon and observed by the person/entity with whom the County of Inyo enters into contract for construction of the Project.

Copies of the Project Plans and the Standard Specifications may be obtained from the Inyo County Public Works Department in Independence, California and are included in this bid package.

Unless indicated otherwise, all references in this document to sections are to those in the Inyo County Standard Specifications May 2020 or to other sections in these Special Provisions. In case of any irreconcilable conflict between the requirements of the Inyo County Standard Specifications May 2020 referenced herein or the Caltrans Standard Specifications and these Special Provisions, these Special Provisions shall prevail and be observed.

These Special Provisions have been prepared by the Inyo County Public Works Department under the direction of Michael Errante, Director of Public Works, and are approved for the work contemplated herein.

3.2. Special Provisions

3.2.1. Project Description

The work consists of renovating the existing women's and men's restrooms located within the Big Pine Senior Center. The work is to be performed in compliance with the Americans with Disabilities Act (ADA) and California Building codes. The renovation will improve accessibility, safety, and usability for individuals with disabilities.

As such, demolition, minor electrical, plumbing, framing, cabinetry, painting and flooring may be required per the prepared scope of work for this project. It is expected minor partition work, plumbing, fixtures upgrade will be required as part of this project.

3.2.2. Project Scope of Work

The Scope of Work for this project is described in details within the contract documents, including the construction plan set, the technical specifications and other documents as applicable.

3.2.3. Special Provisions.

Special Provisions for this project are described within the contract documents for the project (which include all documents referred to within this solicitation and all attachments). Special provisions for this project may include but are not limited to:

- Special Provisions referred within the contract documents.
- Water and Power available on-site.
- Contractor is required to apply for an encroachment permit if staging equipment within the right-of-way will occur.
- Contractor is responsible to secure a hauling permit if required.
- Contractor is responsible to remove the waste from property and haul away waste off-site.
- Contractor is responsible to clean-up the construction site after completion of the work.

3.2.4. Contract Award and Execution (Section 3)

3-1.04 Contract Award

Section 3-1.04 of the Standard Specifications shall be amended as follows:

Whenever possible, the award to the lowest bidder, if made, will be made no later than thirty (30) calendar days after the opening of bid proposals. However, failure of the County to make award within thirty (30) calendar days after the opening of the bid proposals shall not relieve the Contractor of its requirement to

deliver an executed contract and bonds, and any other required documents, within 15 days of Notification of Award, as further described in Section 3-1.18: Contract Execution.

3-1.05 Contract Bonds (Public Contract Code §§ 10221 and 10222)

The successful bidder must furnish 2 bonds:

- A. Payment bond to secure the claim payments of laborers, workers, mechanics, or materialmen providing goods, labor, or services under the Contract. This bond must be equal to at least 100 percent of the Contract amount.
- B. Performance bond to guarantee the faithful performance of the Contract. This bond must be equal to at least 100 percent of the Contract amount.

The bond forms are included in the Attachments.

3-1.06 Contractor License

For a federal-aid contract, the Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Pub Cont Code § 10164).

For a non-federal-aid contract:

- A. The Contractor must be properly licensed as a contractor from bid opening through Contract acceptance (Bus & Prof Code § 7028.15)
- B. Joint venture bidders must obtain a joint venture license before contract award (Bus & Prof Code § 7029.1)

3-1.07 Insurance Policies

The successful bidder must submit a certificate of insurance meeting the requirements in the Insurance Attachment included in this solicitation. If the successful bidder uses any form of self-insurance for workers compensation in lieu of an insurance policy, it shall submit a certificate of consent to self-insure under Labor Code § 3700.

3-1.08 Small Business Enterprise Participation

Section 3-1.08 is amended as follows:

This project is subject to Inyo County Ordinance No. 1258, which creates contracting preferences for local and/or small businesses, and is codified in Inyo County Code Chapter 6.06.

The bidder must:

- A. Take necessary and reasonable steps to ensure that small business enterprises (SBEs) have opportunity to participate in the contract.

- B. Make work available to SBEs and select work parts consistent with available SBE subcontractors and suppliers.

To qualify for the SBE contracting preference, the bidder must show that he/she is a SBE as described in Inyo County Code Section 6.06.020 or that the subcontractor(s) proposed for work on the project is/are a SBE(s) as described in Inyo County CodeSection 6.06.020.

It is the bidders' responsibility to verify that the SBE(s) is certified as a small business enterprise at the date of bid opening.

SBE CONTRACTING PREFERENCE COMMITMENT SUBMITTAL:

If the bidder is claiming the SBE contracting preference via subcontractors, the bidder must submit SBE information on the "Small Business Enterprise Commitment" form included in the Attachments.

The bidder must Submit written confirmation from each SBE subcontractor stating that it is participating in the contract. Include confirmation with the SBE Commitment form. A copy of a SBE subcontractor's quote will serve as written confirmation that the SBE is participating in the contract.

SUBCONTRACTOR AND SBE RECORDS:

The Contractor shall maintain records showing the name and business address of each firsttier subcontractor. The records shall also show the name and business address of every SBE subcontractor, SBE vendor of materials and SBE trucking company, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all of these firms. SBE prime contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

Upon completion of the contract, a summary of these records shall be prepared on "Final Report – Utilization of Small Business Enterprises - (SBE), First-Tier Subcontractors," certified correct by the Contractor or his authorized representative, and submitted to the Engineer. The form shall be furnished to the Engineer within 90 days from the date of contract acceptance.

3-1.18 Contract Execution

The successful bidder must sign the Contract form.

The successful bidder must deliver two (2) fully executed (except for the County's signature) to the Office Engineer:

- A. Signed Contract form
- B. Contract bonds
- C. Documents identified in section 3-1.07
- D. Payee Data Record
- E. Small Business (SB) Participation Report form
- F. For a federal-aid contract, Caltrans Bidder - DBE Information form

The Office Engineer must receive these documents before the 10th business day after the bidder receives the contract.

The bidder's security may be forfeited for failure to execute the contract within the time specified (Pub Cont Code §§ 10181, 10182, and 10183).

A copy of the Contract form is included in your bid book.

3.2.5. Legal Relations and Responsibility to the Public (Section 7)

Section 7 of the Standard Specifications are amended to read as follows:

7-1.02K(2) Wages

The general prevailing wage rates, determined by the Department of Industrial Relations, for Inyo County, are available at the County of Inyo address or the California DIR web site at <http://www.dir.ca.gov>. Changes are available at the same locations. These wage rates are not included in the Contract Documents. All labor will be paid at not less than these minimum wage rates.

7-1.02K(3) Certified Payroll Records (Labor Code §1776)

Contractor must keep accurate payroll records, and submit a copy of your certified payroll records weekly, including those of subcontractors to the following:

- A. Inyo County Department of Public Works
- B. Division of Labor Standards Enforcement of the Department of Industrial Relations
- C. Division of Apprenticeship Standards of the Department of Industrial Relations

Include in the certified payroll:

- 1. Each employee's:
 - 1.1. Full name
 - 1.2. Address
 - 1.3. Social security number
 - 1.4. Work classification
 - 1.5. Straight time and overtime hours worked each day and week
 - 1.6. Actual wages paid for each day to each:
 - 1.6.1. Journeyman
 - 1.6.2. Apprentice
 - 1.6.3. Worker
 - 1.6.4. Other employee you employ for the work
 - 1.7. Pay rate
 - 1.8. Itemized deductions made

- 1.9. Check number issued
2. Apprentices and the apprentice-to-journeyman ratio
3. A Statement of Compliance signed under penalty of perjury that declares:
 - A. The information contained in the payroll record is true, correct, and complete
 - B. The employer has complied with the requirements of sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project
 - C. The wage rates paid are at least those required by the Contract

7-1.05 Indemnification

Contractor shall hold harmless, defend, and indemnify the County of Inyo and its officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses including attorney fees and litigation costs, arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the County.

3.2.6. Prosecution and Progress (Section 8)

Amended to read as follows:

8-1.05 Time

The Contractor shall complete all designated portions of the work required to be provided pursuant to the contract no later than 60 from and including the Starting Date, plus such additional days, if any, which are expressly granted as extensions of time by Contract Change Orders signed and issued by the County. Such total number of days shall be referred to herein as the "Time for Completion."

Failure of the Contractor to perform any covenant or condition contained in the Contract Documents within the time period specified shall constitute material breach of this Contract entitling the County to terminate the Contract unless the Contractor applies for, and receives, an extension of time in accordance with the procedures set forth in Section 8-107B SS, "Time Adjustments."

8-1.10 Liquidated Damages

In accordance with Government Code Section 53069.85, the Contractor shall pay to the County of Inyo, liquidated damages in the amounts of:

300 for each and every calendar day delay in finishing work in excess of the Time for Completion specified.

The County shall be entitled to deduct the amounts of liquidated damages from any payment otherwise due to the Contractor.

3.3. Technical Specifications

The project technical specifications and construction plans are available for review and download in the 'Attachments' section of this solicitation.

4. COUNTY INSURANCE REQUIREMENTS

4.1. 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:

4.1.1. 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.

4.1.2. 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.)*

4.1.3. Workers' Compensation

Insurance as required by the State of California, with **Statutory Limits**, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. *(Provision may be waived if Contractor provides written declaration of the following: (a) Contractor has no employees and agrees to obtain workers' compensation insurance and notify Inyo County if any employee is hired, (b) Contractor agrees to verify proof of coverage for any subcontractor, and (c) Contractor agrees to hold Inyo County harmless and defend Inyo County in the case of claims arising for failure to provide benefits.)*

4.1.4. 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.)*

4.1.5. 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.

4.1.6. 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. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, includes, but not limited to, primary and noncontributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

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

Self-Insured Retentions: Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by Inyo County. Any and all deductibles and SIRs shall be the sole responsibility of the Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Inyo County may deduct from any amounts otherwise due Contractor to fund the SIE/deductible. Policies shall not contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including ALAE, will satisfy the SIR or

deductible. Inyo County reserves the right to obtain a copy of any policies and endorsements for verification.

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

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

- 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.

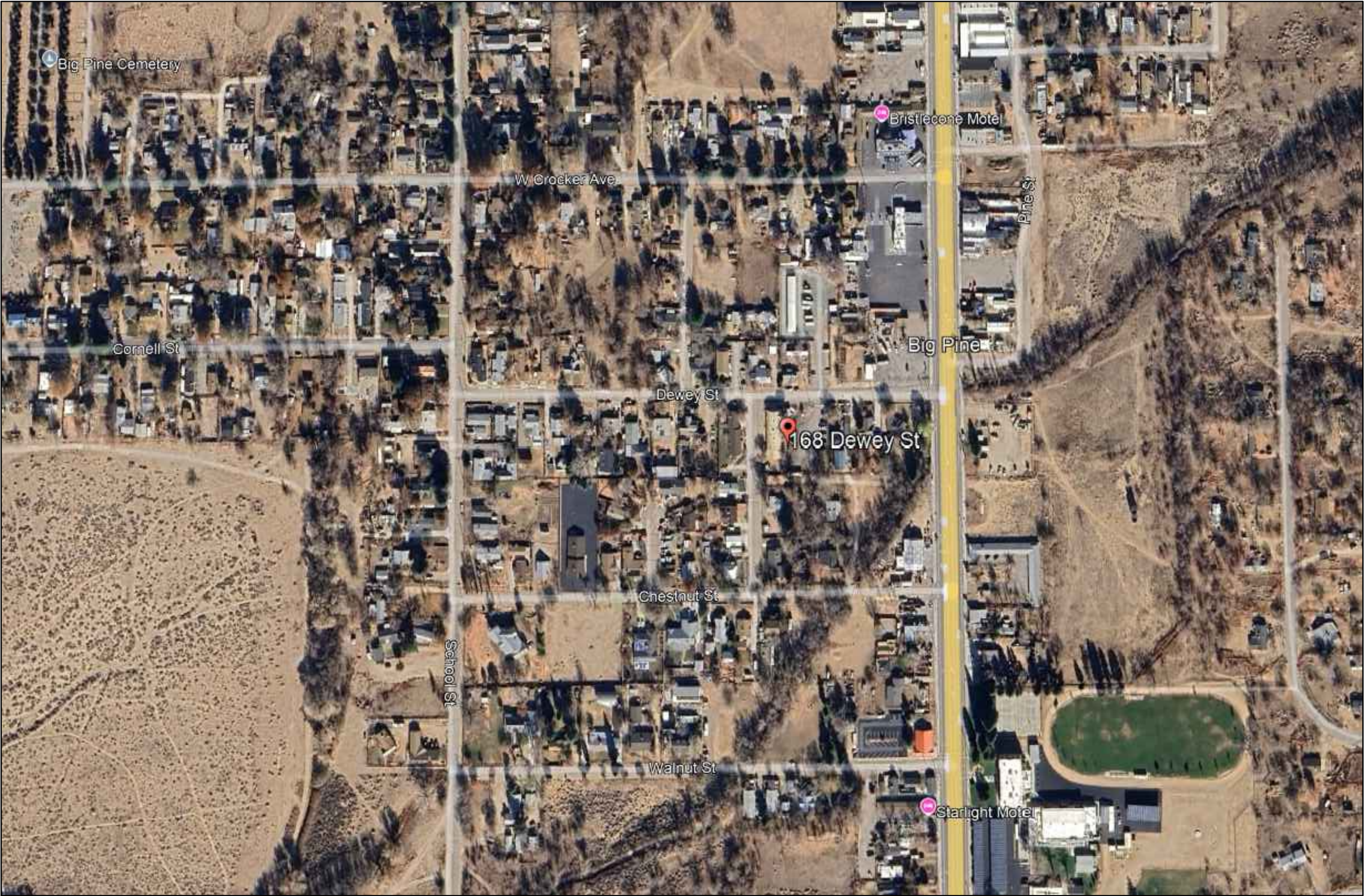
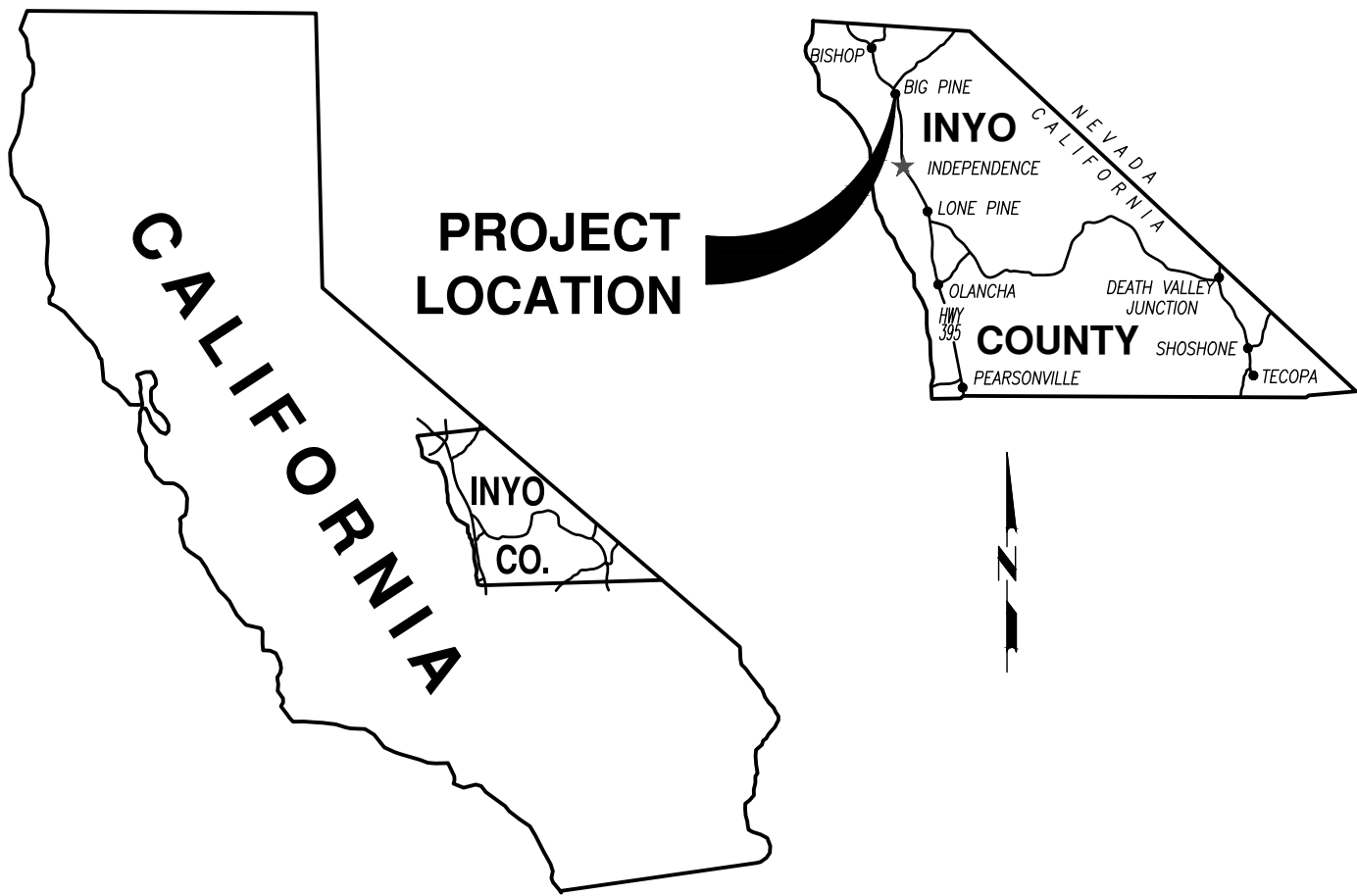
Special Risks or Circumstances: Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Exhibit B

[A] Attachment_A._ZP24-
019_Improvement_Drawings

BIG PINE SENIOR CENTER ADA RESTROOMS RENOVATION PROJECT

LOCATION MAP



VICINITY MAP

PROJECT SUMMARY: REVOVATION OF THE BIG PINE COMMUNITY CENTER RESTROOMS TO COMPLY WITH THE AMERICANS WITH DISABILITIES ACT

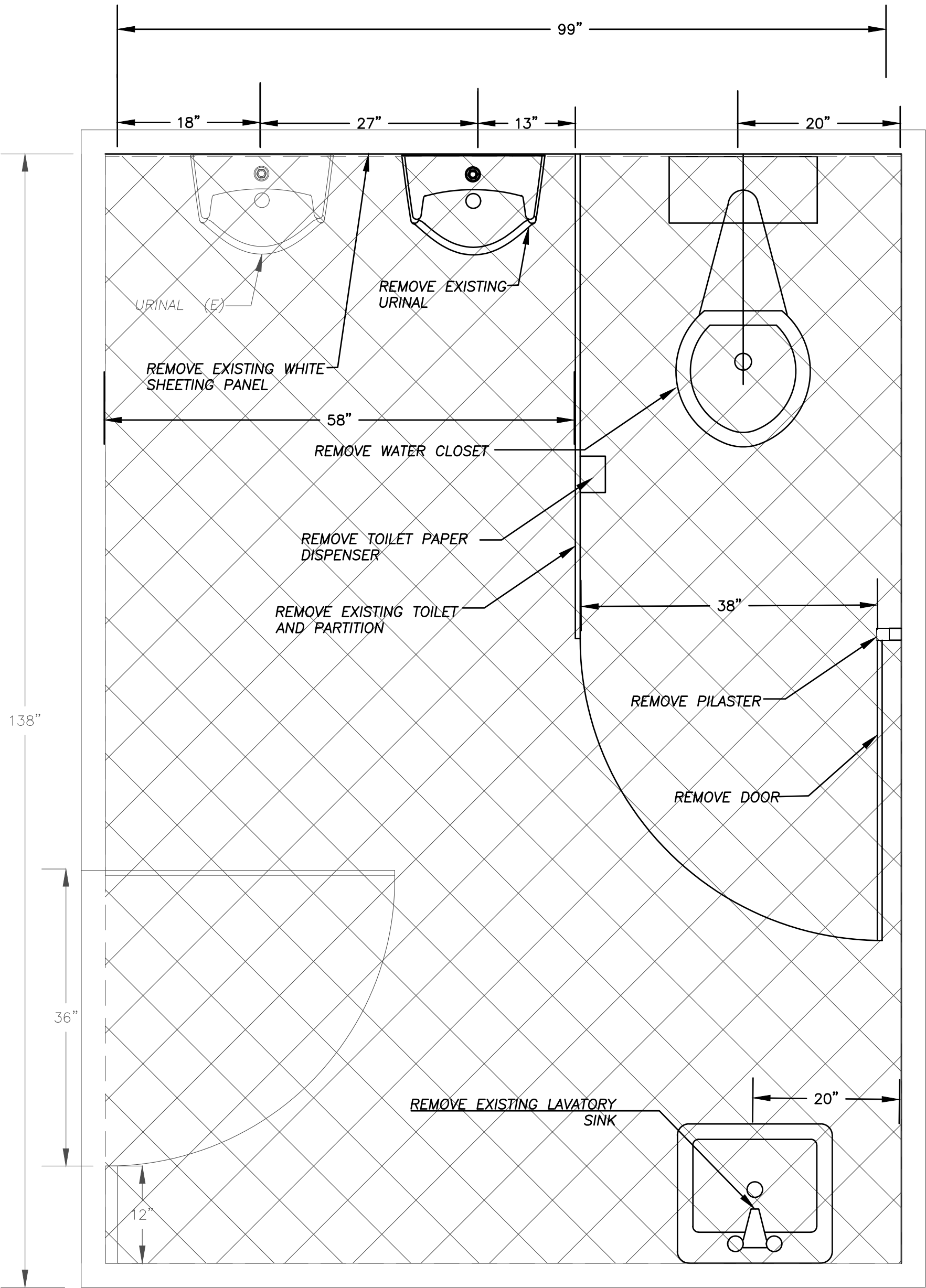
PARCEL NUMBER : 004-070-05
ASSESSOR ADDRESS: 180 DEWEY STREET, BIG PINE CA
ZONING DESIGNATION: PUBLIC FACILITIES
MAX OCCUPANCY: 285



SITE FRONTAGE

- SHEET INDEX
- SHEET 1: GENERAL SHEET
 - SHEET 2: EXISTING LAYOUT
 - SHEET 3: DEMOLITION PLAN
 - SHEET 4: PROPOSED LAYOUT
 - SHEET 5: DETAILS

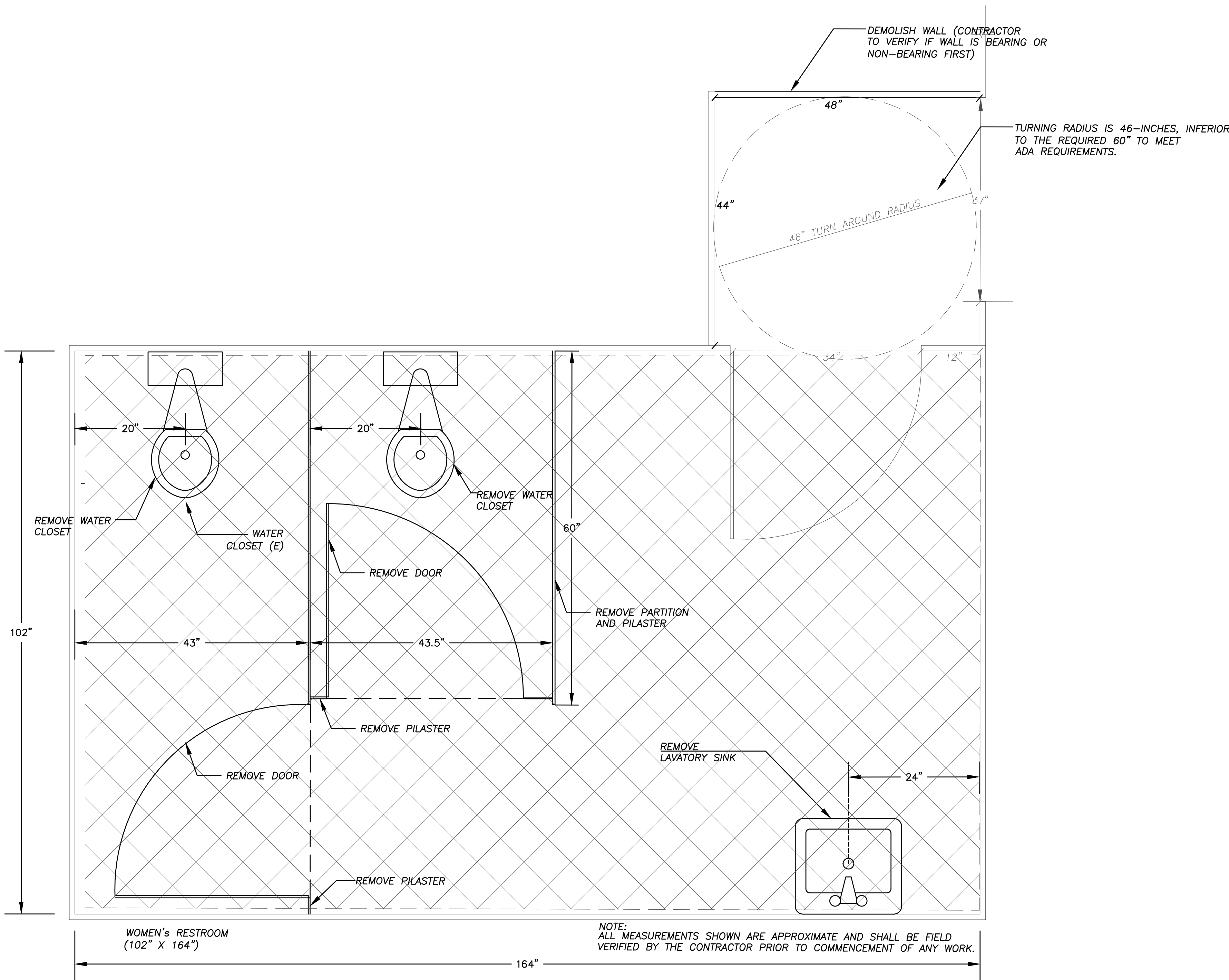
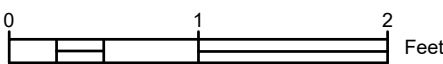
										Plans Prepared by: INYO COUNTY PUBLIC WORKS 168 N. Edwards, P.O. Drawer Q Independence, CA 93526 (760) 878-0201			BIG PINE ADA RESTROOM IMPROVEMENTS ZP 24-019												
													Date: 11/20/2025	GENERAL SHEET											
FOR REDUCED PLANS ORIGINAL SCALE IS IN INCHES				0 1 2 3 4				Revised By:								Project Engineer:	Checked By:	Date:	Designed by: MARC LUCAS	Drawn by: MARC LUCAS	Date: 01/20/2026	Drawing Name:	SHEET 1 OF 5		
								Date:																	



MEN's RESTROOM
(99" X 138")

NOTE:
ALL MEASUREMENTS SHOWN ARE APPROXIMATE AND SHALL BE FIELD
VERIFIED BY THE CONTRACTOR PRIOR TO COMMENCEMENT OF ANY WORK.

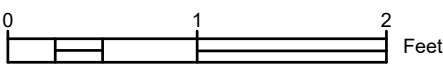
MEN's RESTROOM RESTROOM LAYOUT - DEMOLITION PLAN



WOMEN's RESTROOM
(102" X 164")

NOTE:
ALL MEASUREMENTS SHOWN ARE APPROXIMATE AND SHALL BE FIELD
VERIFIED BY THE CONTRACTOR PRIOR TO COMMENCEMENT OF ANY WORK.

WOMEN's EXISTING RESTROOM LAYOUT - DEMOLITION PLAN



LEGEND



EXISTING VINYL FLOOR TO BE REMOVED AND
REPLACED AFTER COMPLETION OF PLUMBING WORK

NOTES:

1. GENERAL CONTRACTOR SHALL VERIFY AND NOTIFY OWNER FOR BEARING AND NON-BEARING WALL LOCATIONS AT TIME OF DEMOLITION.
2. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO LOCATE AND PROTECT ANY UNDERGROUND OR CONCEALED CONDUIT, PLUMBING OR OTHER UTILITIES PRIOR TO DEMOLITION/ EXCAVATION.
3. THE CONTRACTOR SHALL CLEAN-UP, REMOVE AND DISPOSE IN A LEGAL MANNER ALL DEBRIS.
4. ALL TRADES SHALL DO THEIR OWN CUTTING, FITTING, PATCHING, ETC. TO MAKE THE SEVERAL PARTS COME TOGETHER PROPERLY AND FIT IT TO RECEIVE OR BE RECEIVED BY WORK OF OTHER TRADES.
5. DO NOT BURY WASTE MATERIALS OR LEAVE THEM IN THE STREET.
6. DISPOSE OF ALL CONSTRUCTION DEBRIS AT A LANDFILL.
7. CONTRACTOR IS RESPONSIBLE TO OFFHAUL ALL DEMOLISHED MATERIALS AND SECURING A HAULING PERMIT IF REQUIRED BY THE AGENCY.
8. CONTRACTOR TO SECURE AN ENCROACHMENT PERMIT IF EXPECTED TO STAGE EQUIPMENT WITHIN THE RIGHT OF WAY.

Plans Prepared by:

**INYO COUNTY
PUBLIC WORKS**

168 N. Edwards, P.O. Drawer Q
Independence, CA 93526
(760) 878-0201

**BIG PINE ADA RESTROOM
IMPROVEMENTS
ZP 24-019**

Date:

11/20/2025

DEMOLITION PLAN

FOR REDUCED PLANS
ORIGINAL SCALE IS IN INCHES

0 1 2 3 4

Revised By:

Date:

Project Engineer:

Checked By:

Date:

Designed by:

MARC LUCAS

Drawn by:

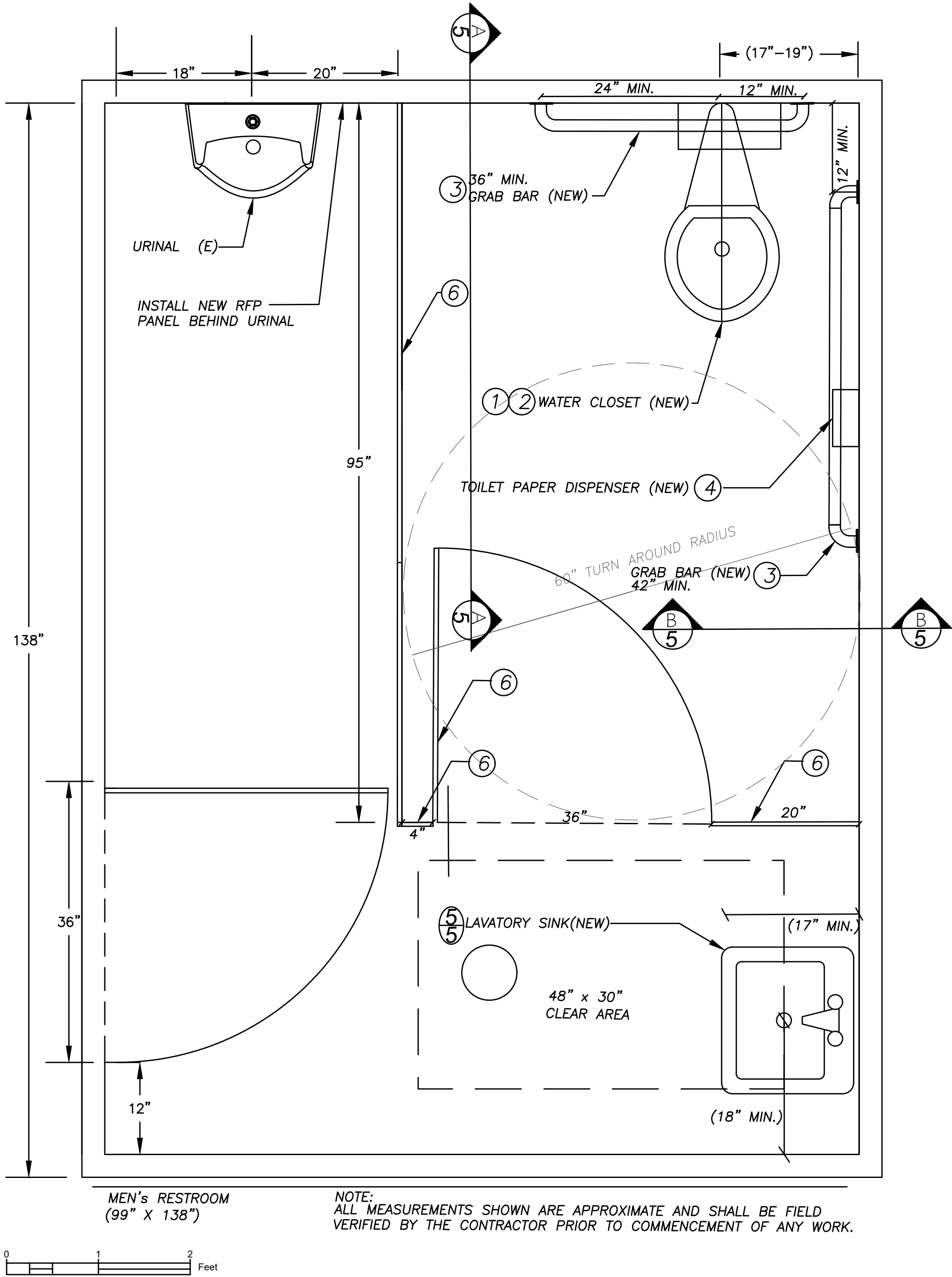
MARC LUCAS

Date:

01/20/2026

Drawing Name:

SHEET 3 OF 5



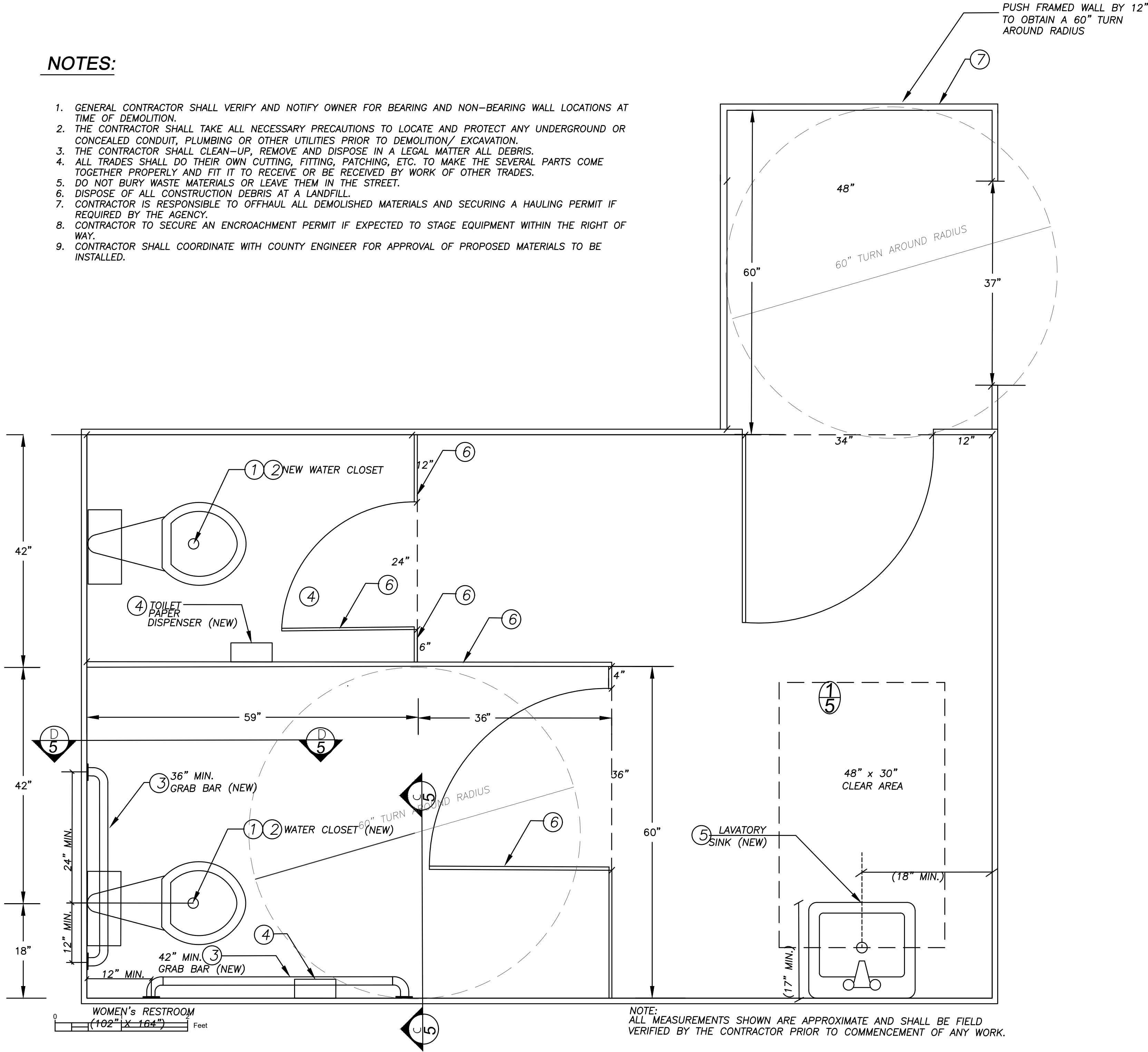
MEN's PROPOSED RESTROOM LAYOUT

CONSTRUCTION NOTES:

- ROUGH IN PLUMBING FOR INSTALLATION OF FLOOR MOUNTED WATER CLOSET.
- FURNISH AND INSTALL FLOOR MOUNTED WATER CLOSET. ENSURE COMPLIANCE WITH CHAPTER 11B OF THE CALIFORNIA BUILDING CODE.
- FURNISH AND INSTALL GRAB BAR. ENSURE COMPLIANCE WITH CHAPTER 11B OF THE CALIFORNIA BUILDING CODE.
- FURNISH AND INSTALL TOILET PAPER DISPENSER. ENSURE COMPLIANCE WITH CHAPTER 11B OF THE CALIFORNIA BUILDING CODE.
- FURNISH AND INSTALL NEW LAVATORY SINK. ENSURE COMPLIANCE WITH CHAPTER 11B OF THE CALIFORNIA BUILDING CODE.
- FURNISH AND INSTALL NEW BRAND PARTITIONS, PILASTERS AND DOORS PER THE PLAN. ENSURE COMPLIANCE WITH CHAPTER 11B OF THE CALIFORNIA BUILDING CODE.
- RELOCATE EXISTING DRYWALL. FINISH DRYWALL.

NOTES:

- GENERAL CONTRACTOR SHALL VERIFY AND NOTIFY OWNER FOR BEARING AND NON-BEARING WALL LOCATIONS AT TIME OF DEMOLITION.
- THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO LOCATE AND PROTECT ANY UNDERGROUND OR CONCEALED CONDUIT, PLUMBING OR OTHER UTILITIES PRIOR TO DEMOLITION/ EXCAVATION.
- THE CONTRACTOR SHALL CLEAN-UP, REMOVE AND DISPOSE IN A LEGAL MATTER ALL DEBRIS.
- ALL TRADES SHALL DO THEIR OWN CUTTING, FITTING, PATCHING, ETC. TO MAKE THE SEVERAL PARTS COME TOGETHER PROPERLY AND FIT IT TO RECEIVE OR BE RECEIVED BY WORK OF OTHER TRADES.
- DO NOT BURY WASTE MATERIALS OR LEAVE THEM IN THE STREET.
- DISPOSE OF ALL CONSTRUCTION DEBRIS AT A LANDFILL.
- CONTRACTOR IS RESPONSIBLE TO OFFHAUL ALL DEMOLISHED MATERIALS AND SECURING A HAULING PERMIT IF REQUIRED BY THE AGENCY.
- CONTRACTOR TO SECURE AN ENCROACHMENT PERMIT IF EXPECTED TO STAGE EQUIPMENT WITHIN THE RIGHT OF WAY.
- CONTRACTOR SHALL COORDINATE WITH COUNTY ENGINEER FOR APPROVAL OF PROPOSED MATERIALS TO BE INSTALLED.



WOMEN's PROPOSED RESTROOM LAYOUT

Plans Prepared by:

INYO COUNTY
PUBLIC WORKS

168 N. Edwards, P.O. Drawer Q
Independence, CA 93526
(760) 878-0201

BIG PINE ADA RESTROOM
IMPROVEMENTS
ZP 24-019

Date:

11/20/2025

PROPOSED LAYOUT

Drawing Name:

SHEET 4 OF 5

FOR REDUCED PLANS
ORIGINAL SCALE IS IN INCHES

0 1 2 3 4

Revised By:

Date:

Project Engineer:

Checked By:

Date:

Designed by:

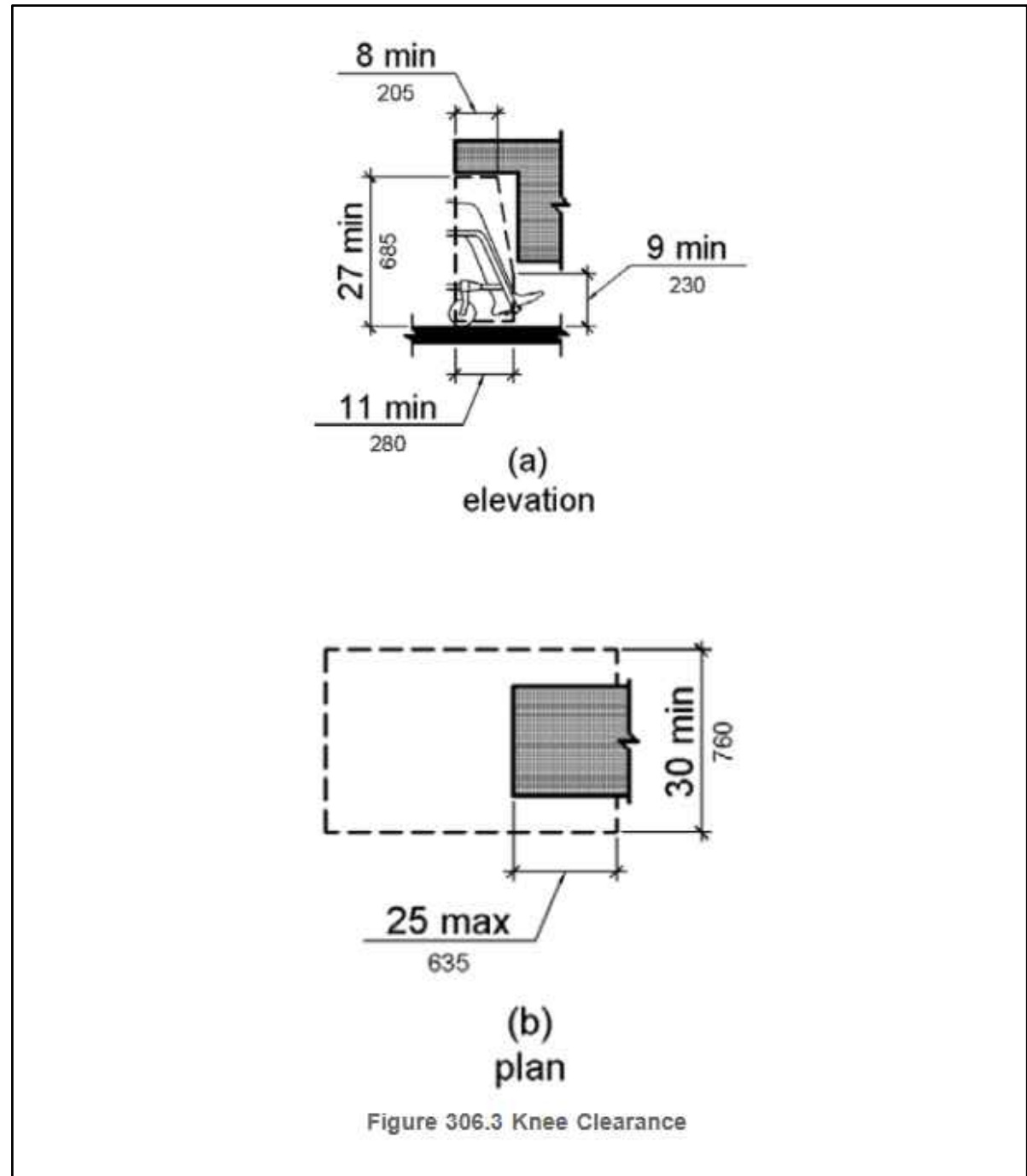
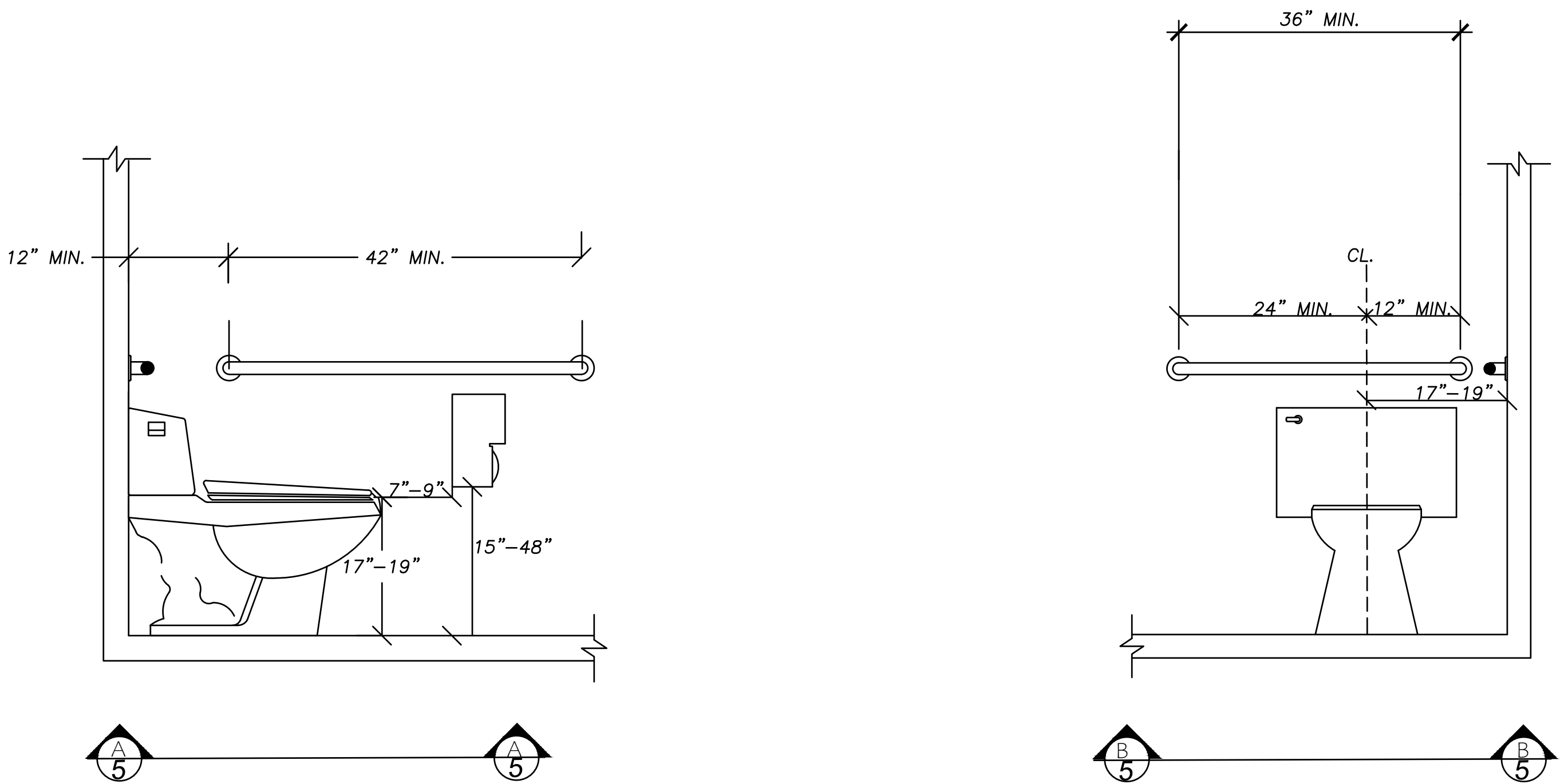
MARC LUCAS

Drawn by:

MARC LUCAS

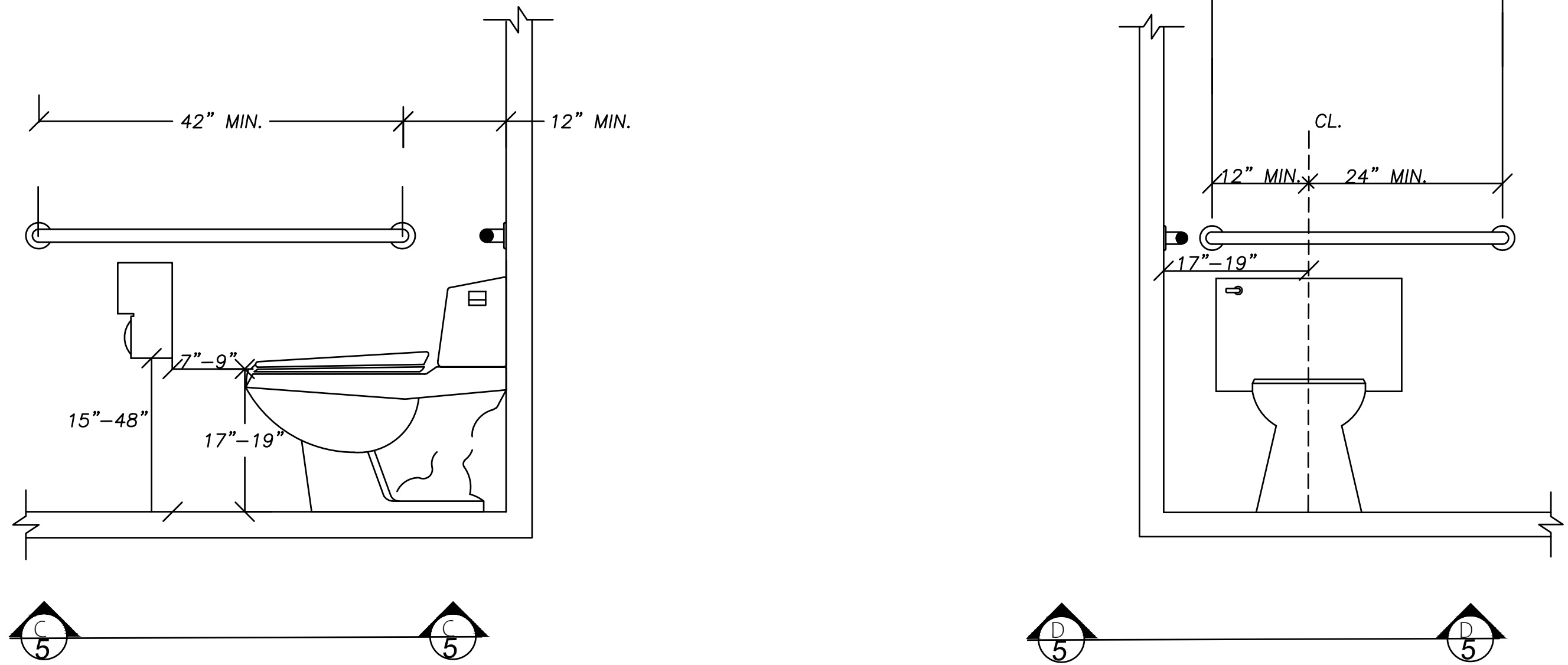
Date:

01/20/2026



SOURCE:
CALIFORNIA BUILDING CODE CHAPTER 11B (FIGURE
306.3)

1
5



Plans Prepared by: INYO COUNTY PUBLIC WORKS 168 N. Edwards, P.O. Drawer Q Independence, CA 93526 (760) 878-0201		BIG PINE ADA RESTROOM IMPROVEMENTS ZP 24-019	
		Date: 11/20/2025	DETAILS
Designed by: MARC LUCAS	Drawn by: MARC LUCAS	Date: 01/20/2026	Drawing Name: SHEET 5 OF 5

Exhibit C

[B] Attachment_B._Technical_Specifications_ZP24-
019

TECHNICAL SPECIFICATIONS

COUNTY OF INYO BIG PINE SENIOR CENTER ADA RESTROOMS RENOVATION

PROJECT ZP 24-019

Table of Contents

SECTION 02 – Demolition 2

SECTION 09 29 00 – Framing 4

SECTION 09 30 16 – Water Proofing 6

SECTION 10 21 13 – Toilet Compartments 9

Section 22 40 00 – Plumbing Fixtures and Rough-In Work (Restroom)12

Minor Electrical Work in Restroom Plumbing Specs14

Section 09 65 00 – Resilient Flooring (Vinyl)16

Water Bottle Filling Station18

SECTION 02 – Demolition

PART 1 – GENERAL

1.1 SUMMARY

- Selective removal of existing bathroom components including finishes, fixtures, cabinetry, and non-load-bearing partitions.
- Protection of adjacent spaces and building systems during demolition.
- Disposal and legal handling of debris generated by the work.

1.2 QUALITY ASSURANCE

- Compliance with local building codes and safety regulations.
- Pre-demolition site inspection to verify existing conditions.

1.4 PROJECT CONDITIONS

- Maintain access and egress routes for occupants.
- Protect existing structural elements from damage.
- Coordinate utility shutdowns with owner prior to demolition.

PART 2 – PRODUCTS

2.1 MATERIALS

- Temporary protection materials: Floor coverings, dust barriers, plastic sheeting.
- Fasteners and patching materials for temporary stabilization.
- Safety equipment: PPE, signage, and barricades.

2.2 EQUIPMENT

- Hand and power tools appropriate for selective demolition.
- Dust-control equipment such as HEPA vacuums and negative-air machines.
- Debris handling equipment including bins, carts, and bags.

PART 3 – EXECUTION

3.1 EXAMINATION

- Verify existing conditions including plumbing, electrical, and framing.
- Identify concealed utilities before cutting or removal.
- Document pre-existing damages and existing conditions with photographs prior to commencement of the work.

3.2 PREPARATION

- Install dust containment including zipper walls and vent sealing.
- Protect finishes and adjacent rooms with coverings and barriers.
- Shut down and cap utilities as required.

3.3 DEMOLITION

- Remove fixtures and accessories including vanity, toilet, shower/tub, and cabinetry.
- Remove finishes such as tile, flooring, drywall, and waterproofing layers.
- Perform selective structural removal only where indicated on plans.
- Minimize vibration and noise to avoid damage to adjacent areas.

3.4 DISPOSAL

- Sort debris for recycling where possible.
- Transport waste off-site in compliance with local regulations.
- Leave work area clean and broom-swept at end of each day.
- Contractor to secure haul-off permit if needed.
- Contractor to dispose of waste off-site.

3.5 CLOSEOUT

- Final inspection with owner to confirm scope completion.
- Submit disposal documentation and any required reports.
- Turn over updated as-built conditions if hidden issues were discovered.

SECTION 09 29 00 – Framing

PART 1 – GENERAL

1.1 SUMMARY

- Installation of gypsum board systems for bathroom walls and ceilings.
- Moisture-resistant assemblies in designated wet and damp areas.
- Taping, finishing, and surface preparation for paint or tile substrates.

1.2 SUBMITTALS

- Product data for gypsum board, moisture-resistant board, and joint compounds.
- Manufacturer installation instructions for specialty boards (e.g., mold-resistant, tile backer).
- VOC compliance documentation for compounds and adhesives.

1.3 QUALITY ASSURANCE

- Installer qualifications: Minimum 3 years experience with residential gypsum systems.
- Compliance with building codes for moisture-resistant materials in bathrooms.
- Mock-up: Provide a small sample of finished surface if required by owner.

1.4 DELIVERY, STORAGE, AND HANDLING

- Store boards flat and elevated to prevent moisture absorption.
- Protect edges and corners from damage.
- Do not install materials exposed to water or excessive humidity.

PART 2 – PRODUCTS

2.1 GYPSUM BOARD

- Standard gypsum board: 1/2" or 5/8" Type X for ceilings as required.
- Moisture-resistant board (MR): Greenboard or mold-resistant gypsum for non-tiled wet-adjacent walls.
- Tile backer board: Cement board or fiber-cement board in shower/tub areas (no drywall in wet zones).

2.2 ACCESSORIES

- Joint tape: Paper tape for most joints; fiberglass mesh only where permitted.
- Corner beads: Metal or vinyl; bullnose optional.
- Fasteners: Corrosion-resistant screws sized for substrate thickness.

2.3 JOINT TREATMENT MATERIALS

- Joint compound: Ready-mix or setting-type compound suitable for bathrooms.
- Skim coat materials: As required for Level 4 or Level 5 finish.
- Sealants: Acrylic or silicone sealant at dissimilar material transitions.

PART 3 – EXECUTION

3.1 EXAMINATION

- Verify framing is plumb, level, and properly blocked.
- Confirm moisture conditions are acceptable before installation.
- Ensure utilities are in place and inspected prior to board installation.

3.2 INSTALLATION

- Install gypsum board per manufacturer instructions and GA-216 standards.
- Orient boards horizontally on walls unless otherwise required.
- Use moisture-resistant board only where appropriate; do not install drywall in shower/tub wet zones.
- Fasten boards with proper spacing and avoid over-driving screws.
- Install cement board with corrosion-resistant fasteners and leave gaps per manufacturer for waterproofing.

3.3 JOINT TREATMENT & FINISHING

- Tape and finish joints to Level 4 finish unless otherwise specified.
- Use setting-type compound in bathrooms for improved moisture resistance.
- Feather edges to achieve smooth transitions.
- Prepare surfaces for paint or tile, ensuring flatness tolerances are met.

3.4 PROTECTION & CLEANING

- Protect finished surfaces from damage by other trades.
- Do not allow moisture exposure before painting or waterproofing.
- Leave area clean and ready for subsequent finishes.

SECTION 09 30 16 – Water Proofing

PART 1 – GENERAL

1.1 SUMMARY

- Installation of waterproof wall panel systems in front of men's urinals.
- Integration with waterproofing membranes, sealants, and accessories.
- Surface preparation of substrates prior to panel installation.

1.2 SUBMITTALS

- Product data: Manufacturer specifications, installation instructions, and maintenance requirements.
- Samples: Color/finish samples of panels, trims, and sealants.
- Warranty documentation: Manufacturer's standard warranty for waterproof performance.

1.3 QUALITY ASSURANCE

- Code compliance: Materials must meet moisture-resistance, fire-rating, and VOC requirements.
- Mock-up: Provide a small installed sample showing panel joints, trim, and sealant finish if required.

1.4 DELIVERY, STORAGE, AND HANDLING

- Store panels flat and protected from moisture and direct sunlight.
- Acclimate materials to room temperature for 24 hours prior to installation.
- Handle panels carefully to avoid edge damage or warping.

PART 2 – PRODUCTS

2.1 WATERPROOF PANEL SYSTEM

- **FRP (Fiberglass Reinforced Panels) or equal**

2.2 PANEL CHARACTERISTICS

- Thickness: 3/8"

- Finish: Smooth, textured, stone-look, tile-look, or matte.
- Waterproof rating: 100% waterproof, non-absorbent.
- Mold/mildew resistance: ASTM G21 compliant.
- Fire rating: Class A or Class C as required.

2.3 ACCESSORIES

- Trim profiles: Inside corners, outside corners, end caps, and J-channels.
- Fasteners: Corrosion-resistant screws or manufacturer-approved adhesives.
- Sealants: 100% silicone or manufacturer-specified waterproof sealant.
- Backer materials: Cement board or approved substrate where required.

PART 3 – EXECUTION

3.1 EXAMINATION

- Verify substrate flatness within manufacturer tolerances.
- Ensure framing and blocking are in place for accessories and fixtures.
- Confirm waterproofing membrane is installed where required (e.g., shower walls).

3.2 PREPARATION

- Clean and dry substrate before installation.
- Install backer board where required by panel type.
- Apply primer or bonding agent if specified by manufacturer.

3.3 INSTALLATION

- Cut panels cleanly using approved tools to avoid chipping.
- Install panels plumb and level, maintaining uniform joint spacing.
- Use manufacturer-approved adhesive or mechanical fasteners depending on system.
- Seal all joints, penetrations, and edges with 100% silicone.
- Install trim profiles at corners, transitions, and terminations.
- Ensure watertight continuity with shower pans, tubs, or floor waterproofing.

3.4 FIELD QUALITY CONTROL

- Inspect seams and sealant beads for continuity and adhesion.
- Check for panel flatness and proper alignment.
- Verify waterproof integrity before installing fixtures or accessories.

3.5 CLEANING & PROTECTION

- Remove excess sealant and adhesive residue.
- Protect installed panels from damage by other trades.
- Leave surfaces clean and ready for final inspection.

SECTION 10 21 13 – Toilet Compartments

PART 1 – GENERAL

1.1 SUMMARY

- Furnishing and installing toilet partitions including panels, doors, pilasters, hardware, and mounting systems.
- Coordination with plumbing fixtures, floor finishes, and wall blocking.
- Installation of accessories such as coat hooks, door stops, and occupancy indicators.

1.2 SUBMITTALS

- Product data: Manufacturer specifications, material data, hardware details, and installation instructions.
- Samples: Provide sample colors for approval by owner.
- Warranty: Manufacturer's standard warranty for materials and finish.

1.3 QUALITY ASSURANCE

- Code compliance: ADA and CBC building codes, accessibility, fire rating, and seismic requirements where applicable.
- Pre-installation meeting: Coordinate layout with plumbing, tile, and door swings.

1.4 DELIVERY, STORAGE, AND HANDLING

- Store materials flat and protected from moisture and impact.
- Do not install damaged or warped components.
- Acclimate materials to restroom temperature before installation.

PART 2 – PRODUCTS

2.1 TOILET PARTITION TYPES

- **Powder-coated steel or approved equal**

2.2 COMPONENTS

- **Panels and doors:** Thickness per manufacturer standard

- **Pilasters:** Floor-mounted, overhead-braced, ceiling-hung, or floor-to-ceiling.
- **Hardware:**
 - Hinges (gravity-closing or self-closing)
- Latches with occupancy indicator
- Door pulls and coat hooks
- Brackets (stirrup, continuous, or full-height)
- Anchors: Stainless steel or manufacturer-approved fasteners.

2.3 ACCESSORIES

- **Shoes:** Stainless steel pilaster shoes.
- **Headrail: Aluminum** or stainless steel for overhead-braced systems.
- **Trim and fillers:** As required for gaps or uneven walls.

PART 3 – EXECUTION

3.1 EXAMINATION

- **Verify field dimensions** and layout against shop drawings.
- **Confirm blocking locations** in walls for bracket anchorage.
- **Ensure floor and wall surfaces** are level and ready for installation.

3.2 PREPARATION

- **Mark layout lines** for pilasters, panels, and door swings.
- **Coordinate with plumbing** to ensure clearances around toilets and flush valves.
- **Install backing** if required for wall-hung brackets.

3.3 INSTALLATION

- **Install pilasters first**, plumb and anchored per manufacturer instructions.
- **Attach panels** to pilasters and walls using approved brackets.
- **Hang doors** ensuring proper alignment, clearances, and self-closing action.
- **Install headrail** for overhead-braced systems, ensuring rigidity.
- **Seal penetrations** where required for moisture control.
- **Verify ADA compliance:**
 - Door clearances
 - Grab bar spacing

- Turning radius
- Latch operability

3.4 ADJUSTING & CLEANING

- **Adjust doors** for smooth operation and proper closing.
- **Tighten all hardware** and verify stability.
- **Clean surfaces** of fingerprints, adhesive residue, and debris.

3.5 PROTECTION

- **Protect installed partitions** from damage by other trades.
- **Do not allow heavy loads** or leaning materials against partitions.

Section 22 40 00 – Plumbing Fixtures and Rough-In Work (Restroom)

Part 1 – General

- **Summary:** Section includes domestic water and sanitary piping, floor-mounted water closets, lavatories, faucets, toilet paper dispensers, and related accessories.
- **References:**
 - California Building Code (CBC), Chapter 11B – Accessibility
 - California Plumbing Code (CPC)
 - ANSI A117.1 – Accessible and Usable Buildings and Facilities
 - ASTM and ASME standards for piping and fittings
- **Submittals:** Product data for piping, valves, fixtures, and accessories; shop drawings showing ADA clearances; warranty information.
- **Quality Assurance:** Materials NSF-certified for potable water; fixtures ADA/CBC compliant.
- **Coordination:** Coordinate with HVAC and electrical trades for penetrations and clearances.
- **Delivery/Storage:** Protect vitreous china, stainless steel, and copper from damage.

Part 2 – Products

- **Domestic Water Piping:**
 - Type L copper tubing ASTM B88 or PEX ASTM F876/F877.
 - Fittings: copper soldered or press-fit.
 - Valves: bronze ball valves, full-port.
- **Sanitary Waste & Vent Piping:**
 - Cast iron soil pipe ASTM A74, hubless with neoprene gaskets.
 - PVC Schedule 40 DWV ASTM D2665 (above grade where permitted).
- **Supports & Hangers:**
 - Galvanized steel, sized per MSS SP-58.
- **Sleeves & Firestopping:**
 - Steel pipe sleeves with UL-classified firestop sealant.

- **Water Closets (Floor-Mounted):**
 - Vitreous china, siphon jet, elongated bowl.
 - Flush volume: 1.28 gpf maximum.
 - ADA-compliant seat height: 17–19 inches above finished floor.
 - Open-front seat with cover.
 - Flush valve: sensor-operated, chrome-plated brass.
- **Lavatories (Sinks):**
 - Vitreous china or solid-surface, wall-hung or countertop-mounted.
 - ADA knee clearance: 27 inches minimum high, 30 inches wide, 11–25 inches deep.
 - Rim height: max 34 inches above finished floor.
 - Faucets: automatic sensor, 0.5 gpm max, lever/push handles if manual.
 - Offset drain to maximize knee clearance.
- **Toilet Paper Dispensers:**
 - Stainless steel, surface-mounted or recessed, two-roll minimum.
 - ADA mounting: 7–9 inches in front of water closet, 15–48 inches AFF.
- **Accessories:**
 - Carriers, traps, supply fittings, escutcheons.
 - Grab bars: stainless steel, 1.25–1.5 inch diameter, per CBC 11B-609.

Part 3 – Execution

- **Examination:** Verify rough-ins and ADA clearances before installation.
- **Installation:**
 - Piping installed per CPC and manufacturer’s instructions.
 - Pitch sanitary piping: 1/4 inch per foot for ≤2-inch pipe.
 - Provide unions at equipment connections.
 - Floor-mounted water closets:
 - Centerline 16–18 inches from side wall.
 - Clear floor space: 60 inches wide × 56 inches deep (CBC 11B-604.3.1).
 - Toe clearance: 9 inches high × 17–25 inches deep (CBC 11B-604.8.1.4).
 - Lavatories: maintain knee/toe clearance and rim height.
 - Toilet paper dispensers: mounted per CBC 11B-604.7.

- Grab bars: installed per CBC 11B-604.5.
- **Penetrations:** Provide sleeves at walls, floors, roofs; seal watertight.
- **Testing:**
 - Hydrostatic test domestic water piping at 150 psi for 2 hours.
 - Sanitary piping tested with 10-foot head of water or 5 psi air test.
- **Identification:** Label piping per ANSI A13.1 with color-coded bands.
- **Field Quality Control:** Test flush valves, check for leaks, verify sensor operation.
- **Adjusting/Cleaning:** Flush water piping, clean fixtures, adjust valves, remove protective coverings.
- **Protection:** Cover installed fixtures until turnover.

Minor Electrical Work in Restroom Plumbing Specs

Part 1 – General

- **Summary:** Electrical connections for sensor-operated flush valves, faucets, hand dryers, and other powered accessories.
- **References:**
 - California Electrical Code (CEC)
 - National Electrical Code (NEC)
 - UL listings for devices and transformers
- **Coordination:** Plumbing contractor to coordinate with electrical contractor for power supply locations and conduit routing.

Part 2 – Products

- **Power Supplies:**
 - Dedicated circuits for hand dryers and other high-load devices if applicable.
- **Conduit & Wiring:**
 - EMT or flexible conduit for connections in walls/ceilings.
 - Copper conductors sized per NEC.
- **Devices:**
 - GFCI-protected receptacles within 6 feet of sinks (per NEC 210.8).
 - Junction boxes for powered plumbing fixtures.
- **Controls:**
 - Sensor modules, battery packs, or hardwired connections for faucets/flush valves if applicable.

Part 3 – Execution

- **Installation:**
 - Provide electrical rough-ins at fixture locations per manufacturer's templates.
 - Mount receptacles at ADA-compliant heights (15–48 inches AFF).
 - Ensure transformers and junction boxes are accessible for maintenance.
- **Testing:**
 - Verify sensor operation for faucets and flush valves.
 - Test GFCI receptacles for proper trip/reset.
- **Identification:**
 - Label circuits serving plumbing fixtures.
- **Coordination:**
 - Electrical contractor to provide final connections; plumbing contractor to install devices.

Section 09 65 00 – Resilient Flooring (Vinyl)

Part 1 – General

- **Summary:** Section includes resilient sheet vinyl flooring and resilient base for restroom applications.
- **References:**
 - ASTM F1303 – Standard Specification for Sheet Vinyl Floor Covering
 - ASTM F1913 – Vinyl Sheet Flooring with backing
 - CBC Chapter 11B – Accessibility (slip resistance, transitions)
- **Submittals:** Product data, samples of color/pattern, maintenance instructions, warranty.
- **Quality Assurance:** Flooring must comply with ADA slip resistance requirements (Coefficient of Friction ≥ 0.6 for flat surfaces).
- **Delivery/Storage:** Store rolls flat, protect from moisture and direct sunlight.
- **Warranty:** Minimum 10-year commercial warranty against wear, fading, and delamination.

Part 2 – Products

- **Sheet Vinyl Flooring:**
 - Type: Homogeneous or heterogeneous sheet vinyl, commercial grade.
 - Thickness: 2.0 mm minimum.
 - Wear Layer: ≥ 20 mil clear wear layer.
 - Slip Resistance: ASTM D2047 compliant, ≥ 0.6 COF.
 - Finish: Factory-applied urethane coating for ease of maintenance.
 - Color/Pattern: As selected by Engineer from manufacturer's full range.
- **Resilient Base:**
 - Material: Vinyl or rubber, 4-inch height, coved.
 - Color: Match flooring or as selected.
- **Adhesives:**
 - Low-VOC, water-resistant adhesive recommended by manufacturer.

Part 3 – Execution

- **Examination:** Verify substrates are clean, dry, smooth, and level.
- **Preparation:**
 - Patch cracks and joints.

- Apply moisture barrier if required.
- **Installation:**
 - Install sheet vinyl per manufacturer's instructions.
 - Heat-weld seams for watertight installation in restrooms.
 - Install resilient base with continuous adhesive bond.
- **Field Quality Control:**
 - Inspect seams, edges, and transitions.
 - Verify slip resistance and ADA compliance.
- **Cleaning & Protection:**
 - Remove adhesive residue.
 - Protect flooring with kraft paper or other non-staining covering until turnover.

Water Bottle Filling Station

ELKAY[®]

SPECIFICATIONS

In-Wall Commercial Filtered Water Dispenser Non-refrigerated Aspen White

Model LBWDC00WHC

PRODUCT SPECIFICATIONS

Liv[™] Pro In-Wall Commercial Filtered Water Dispenser Non-refrigerated Aspen White. Features shall include Ambient Water, Automatic Filter Status Reset, Filtered, Green Ticker[™], Hands Free, Laminar Flow, Visual Filter Monitor. Electronic Bottle Filler Sensor activation. Product shall be Wall Mount (Inwall Frame/Plate), for Indoor applications, serving 1 station(s). Unit shall be certified to UL 399 and CAN/CSA C22.2 No. 120.

Special Features:	Ambient Water, Automatic Filter Status Reset, Filtered, Green Ticker [™] , Hands Free, Laminar Flow, Visual Filter Monitor
Finish:	Aspen White (WH)
Power:	115V/60Hz
Activation by:	Electronic Bottle Filler Sensor
Mounting Type:	Wall Mount (Inwall Frame/Plate)
Chilling Capacity:	Non-refrigerated
Rated Watts:	25
Dimensions (L x W x H):	5-1/8" x 18" x 28"
Approx. Shipping Weight:	41 lbs.
Installation Location:	Indoor
No. of Stations Served:	1

Special Note: If the water dispenser is installed with a remote chiller, the filter should also be installed remotely near the chiller.

- Visual Filter Monitor: LED Filter Status Indicator for when filter change is necessary.
- Standard Filter Included: Filter is tested and certified to NSF/ANSI 42, 53, 372 and 401 for the reduction of lead, microplastics, Class 1 particulate, cysts, and chlorine taste and odor. 3,000 gallon capacity or 1 year after installation.
- Green Ticker: Informs user of number of 20 oz. plastic water bottles saved from waste.
- Laminar flow provides clean fill with minimal splash.



Included with Product: Water Dispenser, SS Filter Box, Remote Filter Cable, 3000 Gal Filter

Ships in one box.

A Century of Tradition and Quality. For more than 100 years, Elkay has been making innovative products and providing exceptional customer care. We take pride in offering plumbing products that make life easier, inspire change and leave the world a better place.



PRODUCT COMPLIANCE

ADA & ICC A117.1

CAN/CSA C22.2 No. 120

NSF/ANSI 42, 53, 61 (Q≤1), 372 (lead free), & 401

UL 399



This Zurn Elkay product has a certified Environmental Product Declaration (EPD) that complies with an independently verified life cycle assessment (LCA). Visit [Product Declarations and Certifications](#) for more information.



Complies with ADA & ICC A117.1 accessibility requirements when installed according to the requirements outlined in these standards. Installation may require additional components and/or construction features to be fully compliant. Consult the local Authority Having Jurisdiction if necessary.

[Installation Instructions \(PDF\) - 1000005449](#)

[Installation Instructions \(PDF\) - ezH2O Liv Installation Checklist](#)

Electrical components and water system are warranted for 12 months from date of installation. **Warranty pertains to drinking water applications only. Non-drinking water applications are not covered under warranty.**

[Warranty \(PDF\)](#)

PART: _____ QTY: _____

PROJECT: _____

CONTACT: _____

DATE: _____

NOTES: _____

APPROVAL: _____

In keeping with our policy of continuing product improvement, Elkay reserves the right to change product specifications without notice. Please visit [elkay.com](#) for the most current version of Elkay product specification sheets. This specification describes an Elkay product with design, quality, and functional benefits to the user. When making a comparison of other producers' offerings, be certain these features are not overlooked.

Optional Accessories		
AP99	Access Panel 9" x 9" x 6" Spec Sheet (PDF)	
51300C	WaterSentry® Lead + Microplastics NSF/ANSI Certified 3000 Gal 12 Month Filter Spec Sheet (PDF)	
ER101Y	Remote Chiller Non-Filtered Refrigerated 10 GPH Spec Sheet (PDF)	

In keeping with our policy of continuing product improvement, Elkay reserves the right to change product specifications without notice. Please visit [elkay.com](#) for the most current version of Elkay product specification sheets. This specification describes an Elkay product with design, quality, and functional benefits to the user. When making a comparison of other producers' offerings, be certain these features are not overlooked.

**IMPORTANT!
INSTALLER PLEASE NOTE :**

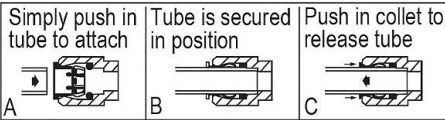
This water cooler has been designed and built to provide water to the user which has not been altered by materials in the cooler waterways. The grounding of electrical equipment such as telephone, computer, etc. to water lines is a common procedure. The grounding may be in the building but may also occur away from the building. This grounding can cause electrical feedback into a water cooler creating an electrolysis which creates a metallic taste or causes an increase in the metal content of the water. This condition is avoidable by installing the cooler using the proper materials as shown below.

NOTICE

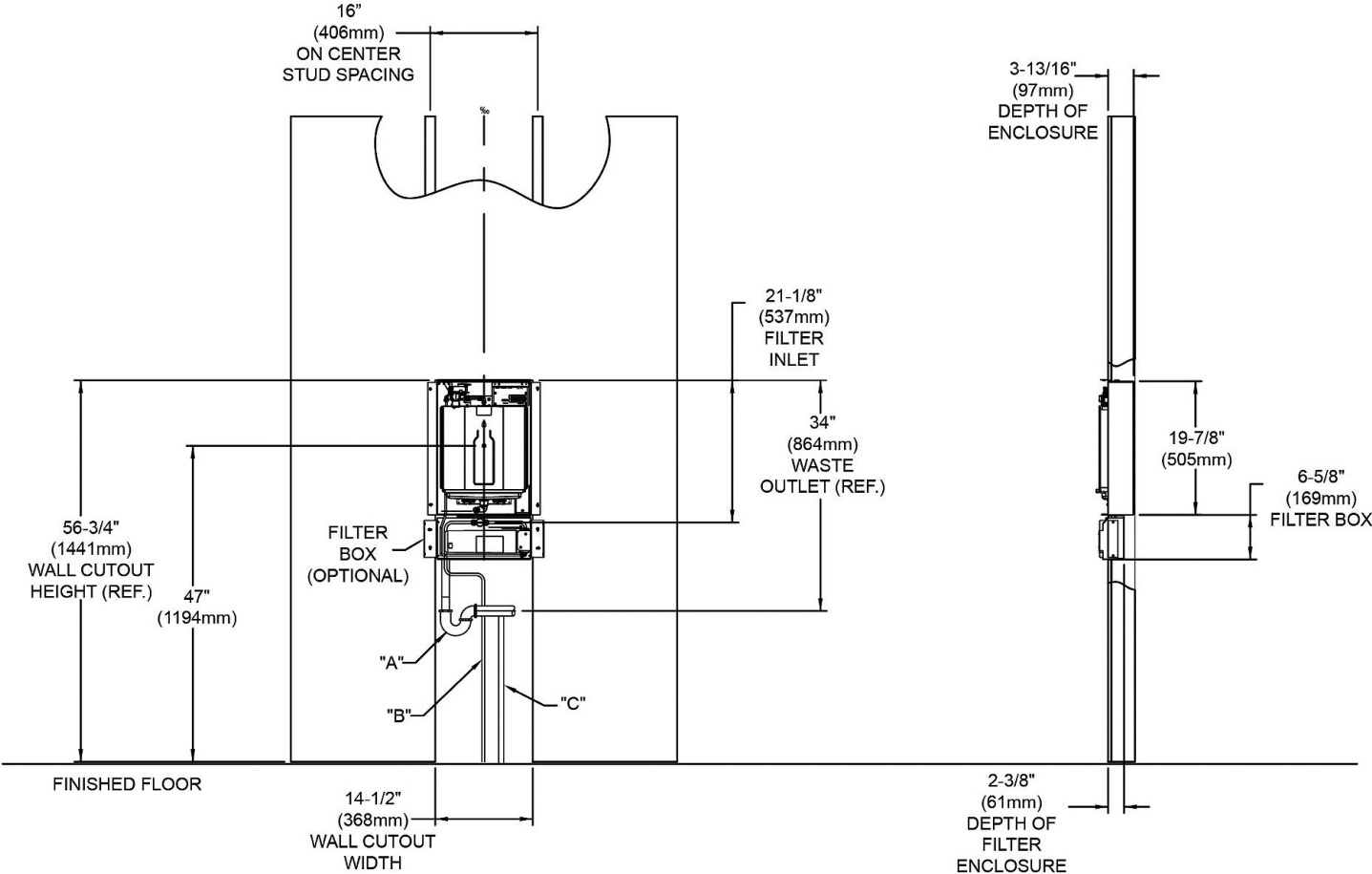
This built in water dispenser must be connected to the water supply using a dielectric coupling. The filter is furnished with a non-metallic ball valve which meets this requirement. The drain trap which is provided by the installer should also be plastic to completely isolate the cooler from the building plumbing system.

These products are designed to operate on 40 psi to 105 psi supply line pressure.

OPERATION OF QUICK CONNECT FITTINGS



Pushing tube in before pulling it out helps to release tube



LEGEND:

- A = Recommended location for waste outlet (optional), 1-1/4" (32mm) trap not furnished.
- B = Recommended location for 3/8" (10mm) water inlet, to connect with 3/8" (10mm) shut off valve in filter box.
- C = Recommended location for electrical supply. It is recommended that the supply be on dedicated 15a Hospital Grade GFCI breaker.

In keeping with our policy of continuing product improvement, Elkay reserves the right to change product specifications without notice. Please visit elkay.com for the most current version of Elkay product specification sheets. This specification describes an Elkay product with design, quality, and functional benefits to the user. When making a comparison of other producers' offerings, be certain these features are not overlooked.

Exhibit D

AddendumNo1

Addendum No 1. – Big Pine ADA Renovation Restroom Project

February 19, 2026

This addendum is issued following the pre-bid job walk that occurred at 9AM on Thursday, February 19, 2026.

#1. Item #22 on pricing proposal for reframing the wall has changed to "Furnish all labor and materials to create an ADA compliant opening through the existing wall. Opening shall be at least 36-inches wide in compliance Chapter 11 of the CBC and the opening shall be finished to match the surroundings.

#2. Water filling station cut sheet is included in Attachment B (Technical Specifications) of the contract documents, on page 19.

#3. Bid item added to pricing proposal to reflect work to bring water heater in compliance.

"furnish and install all labor and materials to bring the water heater in compliance with the 2025 California Plumbing Code (CPC), including seismic strapping, drain pan installation,"

A handwritten signature in purple ink, appearing to be a stylized name, possibly "C. P. ...", written in a cursive script.

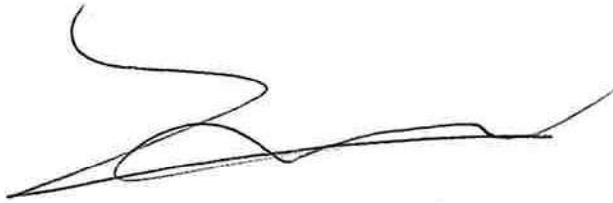
Exhibit E
AddendumNo2

Addendum No 2 – Big Pine ADA Renovation Restroom Project

February 19, 2026

#1. Bid Line Item No 1 modified and specifies a new ELKAY product. Maximum installation height for water spout added (36") . Installation shall be in accordance with applicable ADA requirements.

The cut sheet for the product is attached below and replaces the cut sheet provided in Attachment B of the bid solicitation, issued Monday February 2, 2026.

A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke.

ELKAY® SPECIFICATIONS

Elkay ezH2O® Bottle Filling Station with Single ADA Cooler Filtered Refrigerated Stainless Model LZS8WSSK

PRODUCT SPECIFICATIONS

Elkay ezH2O® Bottle Filling Station with Single ADA Cooler Filtered Refrigerated Stainless. Chilling Capacity of 8.0 GPH (gallons per hour) of 50° F drinking water, based on 80° F inlet water and 90° F ambient, per ASHRAE 18 testing. Features shall include Antimicrobial*, Filtered, Green Ticker™, Hands Free, Laminar Flow, Real Drain, Visual Filter Monitor. Furnished with Flexi-Guard® Safety Bubbler. Electronic Bottle Filler Sensor with Electronic Front and Side Bubbler Pushbar activation. Product shall be Wall Mount (On Wall), for Indoor applications, serving 1 station(s). Unit shall be certified to UL 399 and CAN/CSA C22.2 No. 120.

Special Features:	Antimicrobial, Filtered, Green Ticker™, Hands Free, Laminar Flow, Real Drain, Visual Filter Monitor
Finish:	Stainless Steel
Power:	115V/60Hz
Bubbler Style:	Flexi-Guard® Safety Bubbler
Activation by:	Electronic Bottle Filler Sensor with Electronic Front and Side Bubbler Pushbar
Mounting Type:	Wall Mount (On Wall)
Chilling Capacity*:	8.0 GPH
Full Load Amps	6
Rated Watts:	370
Dimensions (L x W x H):	18-3/8" x 19" x 39-1/16"
Approx. Shipping Weight:	85 lbs.
Installation Location:	Indoor
No. of Stations Served:	1
*Based on 80° F inlet water & 90° F ambient air temp for 50° F chilled drinking water.	

Special Note: Installs with stainless steel back panel (1000004833); accessory to enhance design & ease of installation.

- Visual Filter Monitor: LED Filter Status Indicator for when filter change is necessary.
- Filter is certified to NSF 42 and 53 for lead, cyst, particulate, chlorine, taste and odor reduction. 3,000 gal. capacity.
- Green Ticker: Informs user of number of 20 oz. plastic water bottles saved from waste.
- Laminar flow provides clean fill with minimal splash.
- Key plastic components are manufactured with silver ion antimicrobial agent helping to provide clean, stain- and odor-free surfaces.
- Real Drain System eliminates standing water.



Included with Product: Water Cooler (LZS8WSS), Bottle Filler (LZWSR), Filter

▼ Ships in multiple boxes.

A Century of Tradition and Quality. For more than 100 years, Elkay has been making innovative products and providing exceptional customer care. We take pride in offering plumbing products that make life easier, inspire change and leave the world a better place.

PRODUCT COMPLIANCE

ADA & ICC A117.1
ASME A112.19.3/CSA B45.4
Buy American Act
CAN/CSA C22.2 No. 120
GreenSpec®
NSF/ANSI 42, 53, 61, & 372 (lead free)
UL 399



[Installation Instructions \(PDF\) - 1000002207](#)

5 Year Limited Warranty on the refrigeration system of the unit. Electrical components and water system are warranted for 12 months from date of installation. **Warranty pertains to drinking water applications only. Non-drinking water applications are not covered under warranty.**

[Warranty \(PDF\)](#)

PART: _____ QTY: _____

PROJECT: _____

CONTACT: _____

DATE: _____

NOTES: _____

APPROVAL: _____

In keeping with our policy of continuing product improvement, Elkay reserves the right to change product specifications without notice. Please visit [elkay.com](#) for the most current version of Elkay product specification sheets. This specification describes an Elkay product with design, quality, and functional benefits to the user. When making a comparison of other producers' offerings, be certain these features are not overlooked.

*Antimicrobial claims are in reference to components manufactured with antimicrobial agents, helping to provide clean, stain- and odor-free surfaces.

COOLING SYSTEM

- Compressor: Hermetically-sealed, reciprocating type, single phase. Sealed-in lifetime lubrication.
- Condenser: Fan cooled, copper tube with aluminum fins. Fan motor is permanently lubricated.
- Cooling Unit: Combination tube-tank type. Continuous copper tubing with is fully insulated with EPS foam that meets UL requirements for self-extinguishing material.
- Refrigerant Control: Refrigerant R-134a is controlled by accurately calibrated capillary tube.
- Temperature Control: Easily accessible enclosed adjustable thermostat is factory preset. Requires no adjustment other than for altitude requirements.

Optional Accessories		
51300C	Elkay WaterSentry Replacement Filter (Bottle Fillers & Liv Pro) Spec Sheet (PDF)	
LKAPREZL	Elkay Cane Apron for EZ Gray Spec Sheet (PDF)	
MLP100	In-wall Carrier for Single-station On-wall Bottle Fillers Coolers & Fountains Spec Sheet (PDF)	
98568C	WaterSentry Filter Mounting Cover (Stainless Steel) Spec Sheet (PDF)	

In keeping with our policy of continuing product improvement, Elkay reserves the right to change product specifications without notice. Please visit [elkay.com](#) for the most current version of Elkay product specification sheets. This specification describes an Elkay product with design, quality, and functional benefits to the user. When making a comparison of other producers' offerings, be certain these features are not overlooked.

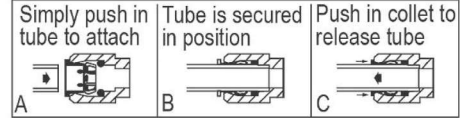
**IMPORTANT!
INSTALLER PLEASE NOTE :**

This water cooler has been designed and built to provide water to the user which has not been altered by materials in the cooler waterways. The grounding of electrical equipment such as telephone, computer, etc. to water lines is a common procedure. The grounding may be in the building but may also occur away from the building. This grounding can cause electrical feedback into a water cooler creating an electrolysis which creates a metallic taste or causes an increase in the metal content of the water. This condition is avoidable by installing the cooler using the proper materials as shown below.

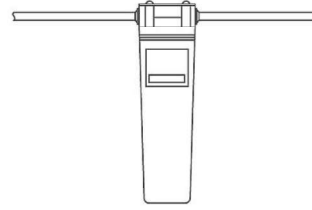
NOTICE

This water cooler must be connected to the water supply using a dielectric coupling. The cooler is furnished with a non-metallic strainer which meets this requirement. The drain trap which is provided by the installer should also be plastic to completely isolate the cooler from the building plumbing system.
Bottle filler unit on bracket attached to wall by 6 holes (as shown). Water and electrical will connect through pre-punched hole in basin.
These products are designed to operate on 20 psi to 105 psi supply line pressure.

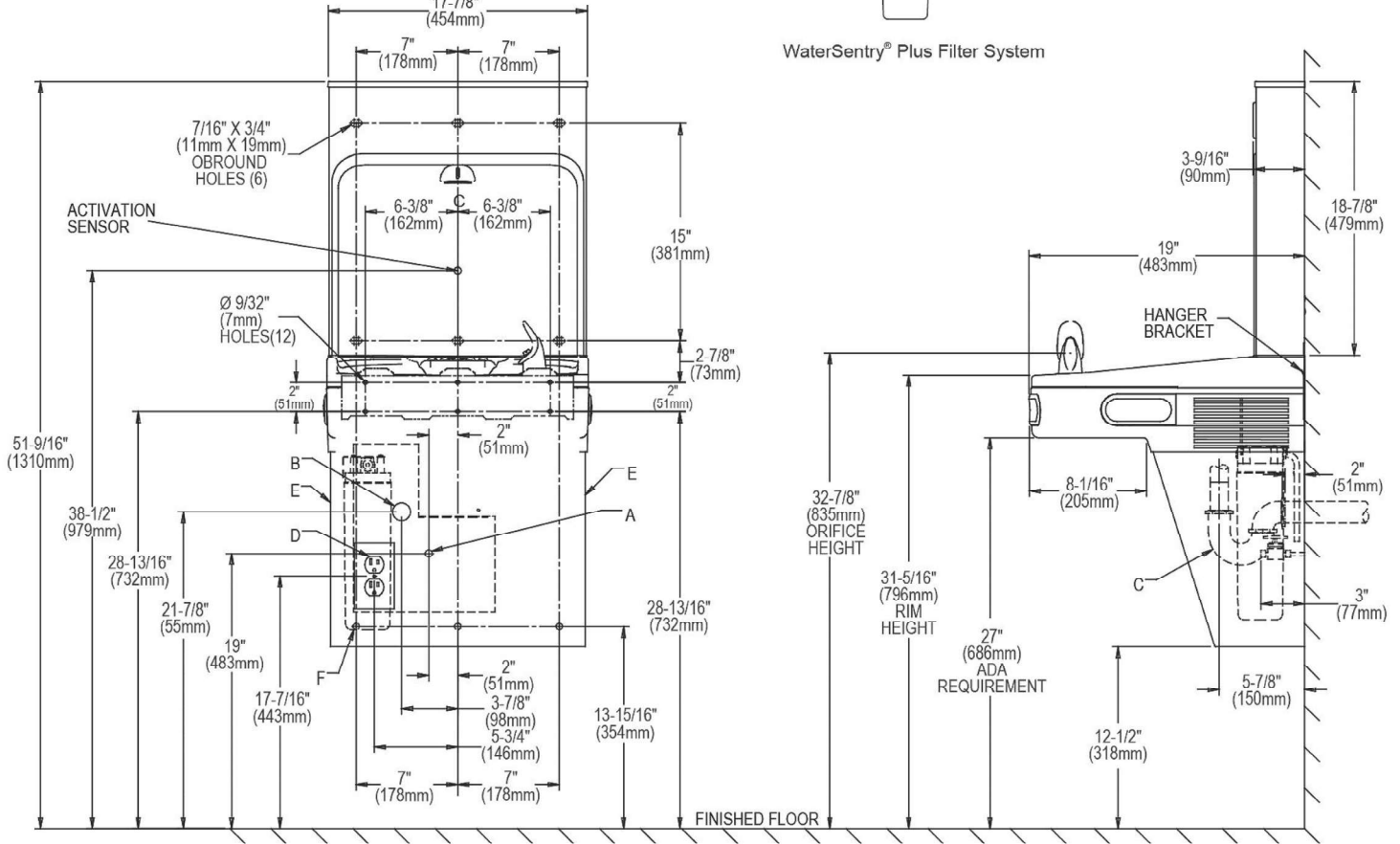
OPERATION OF QUICK CONNECT FITTINGS



Pushing tube in before pulling it out helps to release tube



WaterSentry® Plus Filter System



LEGEND:

REDUCE HEIGHT BY 3 INCHES FOR INSTALLATION OF CHILDRENS ADA COOLER

- A = Recommended Water Supply location. Shut-off Valve (not furnished) to accept 3/8" O.D. unplated copper tube. Up to 3" (76mm) maximum out from wall.
- B = Recommended Waste Outlet location. To accommodate 1-1/4" nominal drain.
- C = 1-1/4" Trap (not furnished).
- D = Electrical Supply (3) Wire Recessed Box Duplex Outlet.
- E = Insure proper ventilation by maintaining 6" (152mm) minimum clearance from cabinet
- F = 7/16" (11mm) Bolt Holes for fastening to wall.

Note : New Installations Must Use Ground Fault Circuit Interrupter (GFCI). It is highly recommended that the circuit be dedicated and the load protection be sized for 20 amps.

In keeping with our policy of continuing product improvement, Elkay reserves the right to change product specifications without notice. Please visit elkay.com for the most current version of Elkay product specification sheets. This specification describes an Elkay product with design, quality, and functional benefits to the user. When making a comparison of other producers' offerings, be certain these features are not overlooked.

Exhibit F

**[Mark Gadea Construction] Response Document
Report**



County of Inyo, CA

Public Works

Michael Errante, Director

168 N Edwards Street, Independence, CA 93526

[MARK GADEA CONSTRUCTION] RESPONSE DOCUMENT REPORT

PW Bid No. ZP 24-019

[Big Pine Senior Center ADA Restrooms Project](#)

RESPONSE DEADLINE: February 27, 2026 at 4:30 pm

Report Generated: Monday, March 16, 2026

Mark Gadea Construction Response

CONTACT INFORMATION

Company:

Mark Gadea Construction

Email:

markgadea3@gmail.com

Contact:

Mark Gadea

Address:

2264 longview Dr
Bishop, CA 93514

Phone:

N/A

Website:

N/A

Submission Date:

Feb 27, 2026 4:21 PM (Pacific Time)

[MARK GADEA CONSTRUCTION] RESPONSE DOCUMENT REPORT
PW Bid No. ZP 24-019
Big Pine Senior Center ADA Restrooms Project

ADDENDA CONFIRMATION

Addendum #1

Confirmed Feb 27, 2026 2:15 PM by Mark Gadea

Addendum #2

Confirmed Feb 27, 2026 2:16 PM by Mark Gadea

QUESTIONNAIRE

1. Bidder is:*

Individual

2. Address and Phone Number

The address provided may be used to send official communications regarding this bid.

2264 longview Drive, Bishop, CA

1-760-920-9073

3. Federal Identification No.

620-56-0018

4. CA State License Board (CSLB) Number, Expiration Date, and Type*

Please enter your CSLB Number which will be verified on the CSLB Website:

<https://www2.cslb.ca.gov/onlineservices/checklicensell/checklicense.aspx>

1027986, 06-30-2027, B- general Building Contractor

[MARK GADEA CONSTRUCTION] RESPONSE DOCUMENT REPORT

PW Bid No. ZP 24-019

Big Pine Senior Center ADA Restrooms Project

5. Bid Proposal Certification*

THE BIDDER HEREBY DECLARES, UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA, THAT THE STATEMENTS MADE IN THIS BID PROPOSAL FORM, INCLUDING ALL OF THE ATTACHED STATEMENTS, DESIGNATIONS, CERTIFICATES, AND AFFIDAVITS, ARE TRUE AND CORRECT, AND THAT THEY ARE THE INDIVIDUAL, MANAGING PARTNER, OR CORPORATE OFFICER, DULY AUTHORIZED BY LAW TO MAKE THIS BID ON BEHALF OF CONTRACTOR, AND BY CONFIRMING BELOW DO MAKE THIS BID ON BEHALF OF CONTRACTOR ACCORDING TO ALL OF THE TERMS AND CONDITIONS SET FORTH OR REFERENCED HEREIN.

Confirmed

6. Please type your total bid amount in both numbers and words. *

\$63547.44

Sixty three thousand five hundred forty seven and forty four cents

7. Please list all addenda that you have received.*

Addenda 1 & 2

8. As security for the Bid, this Bid must include one of the following proposal guarantee instruments in the amount of ten percent (10%) of the total amount of the Bid. If the Contract Documents require or permit this Bid to include two or more alternates, the amount of the Proposal Guarantee must not be less than ten percent (10%) of the amount of the bid total submitted for the alternate having the highest total bid amount. Would you like to submit an e-bid bond with Surety2000? *

If you click 'No' you will be given the option to upload a copy of your hard copy bid bond. Cashier's checks will not be accepted as a bid bond.

No

PLEASE UPLOAD YOUR BID BOND*

No County form is included, bidder may use the form from their bonding company.

25-27_BOND_-_Bond.pdf

[MARK GADEA CONSTRUCTION] RESPONSE DOCUMENT REPORT

PW Bid No. ZP 24-019

Big Pine Senior Center ADA Restrooms Project

9. Proposal Guarantee Forfeiture*

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

Confirmed

10. Will you be using any subcontractors on this project?

Yes

BIDDER'S LIST OF SUBCONTRACTORS*

Please download the below documents, complete, and upload.

- [Bidder's List of Subcontrac...](#)

Exhibit_12-B__Bidder's_List_of_Subcontractor_(DBE_and_Non-DBE)_-Part_1.pdf

11. Is your business or are any of your subcontractors a Small Business Enterprise or a Local Business?

[Section 6.06](#) of the Inyo County Code explains the Local Business/Small Business contracting preferences.

No

12. Certification Regarding Equal Employment Opportunity*

During the performance of this Contract, the Contractor and its subcontractors shall not unlawfully deny the Contract's benefits to any person, nor shall any person be unlawfully subjected to discrimination under the contract and its performance on the basis of religion, color, ethnic group identification, sex, age, or disability. In addition, the Contractor and its subcontractors shall not discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age, or sex. The Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free from such discrimination.

[MARK GADEA CONSTRUCTION] RESPONSE DOCUMENT REPORT

PW Bid No. ZP 24-019

Big Pine Senior Center ADA Restrooms Project

The Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.), and the Provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.7).

Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

Confirmed

13. Labor Code Section 3700 Certification*

I am aware of the provisions of Section 3700 and following of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self- insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Confirmed

14. CA DIR Registration Number*

Please type in your DIR Registration number which will be verified by the County on the [DIR website](#).

2000003609

15. CA DIR Registration Certification*

Bidder hereby certifies that they, and all subcontractors listed on the submitted Bid Form documents, are registered with the CA Department of Industrial Relations pursuant to requirements of California Labor Code Section 1725.5 and will comply with all requirements as noted in the aforementioned Labor Code section.

Confirmed

[MARK GADEA CONSTRUCTION] RESPONSE DOCUMENT REPORT

PW Bid No. ZP 24-019

Big Pine Senior Center ADA Restrooms Project

16. Non-Collusion Affidavit*

Pursuant to Cal. Public Contract Code section 7106 and Cal. Code of Civil Procedure section 2015.5, bidder hereby declares that I am the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose. Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

By checking the box below, I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Confirmed

17. Disqualification Questionnaire*

In accordance with Public Contract Code Section 10162, the Bidder shall answer, under penalty of perjury, the following question:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

No

[MARK GADEA CONSTRUCTION] RESPONSE DOCUMENT REPORT

PW Bid No. ZP 24-019

Big Pine Senior Center ADA Restrooms Project

18. NLRB Order Certification *

In accordance with Public Contract Code Section 10232, the Contractor hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

By checking the box below, Bidder certifies, under penalty of perjury under the laws of the State of California, that the foregoing statements in accordance with Public Contract Code Section 10232 are true and correct.

Confirmed

19. 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;

[MARK GADEA CONSTRUCTION] RESPONSE DOCUMENT REPORT

PW Bid No. ZP 24-019

Big Pine Senior Center ADA Restrooms Project

(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 is responsible for determining whether a recipient of a political contribution is a County officer prior to answering.

No

PRICE TABLES

BID SCHEDULE ZP 24-019

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
LOBBY IMPROVEMENTS					
1	Furnish all labor and materials to install ELKAY EZH20 bottle filling station Model LZS8WSSK (or approved equal) on west wall of Lobby entrance to the left of utility cabinet per the contract documents, including necessary minor plumbing and electrical work. Water bottle filling station to be installed in accordance with the 2025 CBC. Max height of water spout shall be 36-inches in accordance with the American with Disabilities Act.	1	LS	\$5,165.44	\$5,165.44
2	Furnish all labor and materials to install ADA-compliant restrooms signage (2010 ADA standards and 2025 CBC)	2	EA	\$155.00	\$310.00
MEN'S RESTROOM IMPROVEMENTS					

[MARK GADEA CONSTRUCTION] RESPONSE DOCUMENT REPORT

PW Bid No. ZP 24-019

Big Pine Senior Center ADA Restrooms Project

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
3	Furnish all labor and materials for the demolition and Removal of Items per the Drawings and Project Specifications, including concrete removal for rough-in plumbing. Contractor is responsible for removing and hauling waste out of property and ensure proper disposal	1	LS	\$4,815.00	\$4,815.00
4	Furnish all labor and materials to install new 1/8" HDPE (60" X 60") panel behind men's urinal from edge of wall to new partition location. Include cost to remove old protective sheeting behind the men's urinals	1	LS	\$1,580.00	\$1,580.00
5	Furnish all labor and materials for rough-in plumbing (one location) per the Drawings and Project Specifications	1	LS	\$3,931.20	\$3,931.20
6	Furnish all labor and materials for restoring concrete floor after rough-in plumbing work.	1	LS	\$470.00	\$470.00
7	Furnish all labor and materials for installing one new floor mounted closet per the Drawings and Project Specification, including connections to existing water supply line and waste line.	1	LS	\$898.80	\$898.80
8	Furnish all labor and materials for installing one new toilet paper dispenser on partition per the Drawings and Project Specifications	1	LS	\$341.60	\$341.60
9	Furnish all labor and materials for installing 36" and 42" grab bars in the Men's restroom per the Drawings and Project Specifications	1	LS	\$375.20	\$375.20
10	Furnish all labor and materials for installing new partitions, pilasters and doors on hinge per the Drawings and Project Specifications	1	LS	\$4,510.05	\$4,510.05
11	Furnish all labor and materials for installing new lavatory sink per the Drawings and Project Specifications, including connections to supply line and waste line	1	LS	\$918.40	\$918.40

[MARK GADEA CONSTRUCTION] RESPONSE DOCUMENT REPORT

INVITATION FOR BID - Big Pine Senior Center ADA Restrooms Project

Page 9

[MARK GADEA CONSTRUCTION] RESPONSE DOCUMENT REPORT

PW Bid No. ZP 24-019

Big Pine Senior Center ADA Restrooms Project

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
12	Furnish all labor and materials to restore vinyl flooring removed during the demolition phase. Vinyl material to provided by COUNTY of INYO	96	SF	\$27.00	\$2,592.00
WOMEN'S RESTROOM IMPROVEMENTS					
13	Furnish all labor and materials for the demolition and Removal of Items per the Drawings and Project Specifications. Contractor is responsible for removing and hauling waste out of property and ensure proper disposal	1	LS	\$4,517.10	\$4,517.10
14	Furnish all labor and materials for concrete removal and rough-in plumbing (2 LOCATIONS) per the Drawings and Project Specifications	1	LS	\$5,924.80	\$5,924.80
15	Furnish all labor and materials for restoring concrete floor after rough-in plumbing work. (2 LOCATIONS)	1	LS	\$470.00	\$470.00
16	Furnish all labor and materials for installing two new floor mounted closet per the Drawings and Project Specifications, including connections to existing water supply lines and waste lines	2	EA	\$898.80	\$1,797.60
17	Furnish all labor and materials for installing two new toilet paper dispensers on partition per the Drawings and Project Specifications	2	EA	\$341.60	\$683.20
18	Furnish all labor and materials for installing 36" and 42" grab bars in the Women's restroom per the Drawings and Project Specifications	1	LS	\$375.20	\$375.20
19	Furnish all labor and materials for installing new partitions, pilasters and doors on hinge per the Drawings and Project Specifications	1	LS	\$4,510.05	\$4,510.05
20	Furnish all labor and materials for installing new lavatory sink per the Drawings and Project Specifications, including connections to existing water supply line and waste line	1	LS	\$918.40	\$918.40

[MARK GADEA CONSTRUCTION] RESPONSE DOCUMENT REPORT

INVITATION FOR BID - Big Pine Senior Center ADA Restrooms Project

[MARK GADEA CONSTRUCTION] RESPONSE DOCUMENT REPORT

PW Bid No. ZP 24-019

Big Pine Senior Center ADA Restrooms Project

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
21	Furnish all labor and materials to restore vinyl flooring removed during the demolition phase. Vinyl material to provided by COUNTY of INYO.	114	SF	\$27.00	\$3,078.00
22	Furnish all labor and materials to create an ADA compliant opening through the existing wall. Opening shall be at least 36-inches wide in compliance Chapter 11 of the CBC and the opening shall be finished to match the surroundings.	1	LS	\$5,970.00	\$5,970.00
23	Furnish all labor and materials to frame new wall per plans and install drywall	1	LS	\$1,455.00	\$1,455.00
24	Furnish all labor and materials to finish drywall and ensure new wall matches the surrounding area	1	LS	\$6,630.00	\$6,630.00
25	Furnish and install all labor and materials to bring the water heater in compliance with the 2025 California Plumbing Code (CPC) , including seismic strapping, drain pan installation	1	LS	\$1,310.40	\$1,310.40
TOTAL					\$63,547.44

THIS BOND SHALL BE FILED WITH THE REGISTRAR OF CONTRACTORS
STATE OF CALIFORNIA
CONTRACTORS STATE LICENSE BOARD

SURETY CODE: G52
BOND NO.: 100963542
LICENSE NO.: 01027986
OR
APP. FEE NO.: _____

Contractor's Bond

(BUSINESS AND PROFESSIONS CODE SECTIONS 7071.5-7071.11)

The premium on this bond is \$384.00 for the term 6/5/2025 - 6/5/2027.

PLEASE TAKE NOTICE: That GADEA MARK CONSTRUCTION
BUSINESS NAME AS SHOWN ON APPLICATION OR LICENSE

whose address for service is 2264 LONGVIEW DRIVE BISHOP CA 93514
STREET ADDRESS CITY STATE ZIP CODE

as Principal, and AMERICAN CONTRACTORS INDEMNITY COMPANY
NAME OF SURETY

a corporation organized under the laws of California

and authorized to transact a general surety business in the State of California, as Surety, are held and firmly bound unto the State of California, for the penal sum of Twenty-Five Thousand Dollars (\$25,000) for the payment of which well and truly to be made we bind ourselves, our heirs, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, The provisions of Sections 7071.6 and 7071.8, *Business & Professions Code*, require that the Principal file or have on file with the Registrar a bond issued by an admitted surety in the sum of \$25,000, and this bond is executed and tendered in accordance therewith.

NOW THEREFORE, The conditions of the foregoing obligation are that if the Principal shall comply with and be subject to the provisions of Division 3, Chapter 9 (commencing with Section 7000) of the *Business and Professions Code*, then this obligation shall be null and void; otherwise to remain in full force and effect.

PROVIDED HOWEVER, This bond is issued subject to the following express conditions:

1. This bond may be cancelled by the Surety in accordance with the provisions of Sections 996.310 *et seq.* of the *Code of Civil Procedure*.
2. This bond shall be deemed continuous in form and shall remain in full force and effect and shall run concurrently with the license period for which the license is granted and each and every succeeding license period or periods for which the Principal may be licensed, after which liability hereunder shall cease except as to any liability or indebtedness therefore incurred or accrued hereunder.
3. The limitation of the liability of the Surety and the conditions of the bond are as set forth in Sections 7071.5 and 7071.6, *Business and Professions Code* and any person claiming against this bond may bring an action in a proper court on this bond for the amount of the damage he may suffer as a result of such acts or omissions by the Principal except that such action must be brought within two (2) years after the expiration of the license period during which the act or omission occurred, or within two (2) years of the date of license of active licensee was inactivated, canceled or revoked, whichever occurs first, except provided further that a claim for fringe benefits shall be brought within six (6) months after the date the fringe benefit delinquencies were discovered, and any civil action thereon shall be filed within two (2) years after the date the fringe benefit contributions were due.
4. This bond is executed by the Surety to comply with the provisions of Division 3, Chapter 9, (commencing with Section 7000) of the *Business and Professions Code* and of Part 2, Title 14, Chapter 2 (commencing with Section 995.010) of the *Code of Civil Procedure*, and this bond shall be subject to all of the terms and provisions thereof.
5. This bond to become effective June 5, 2025.

AMERICAN CONTRACTORS INDEMNITY COMPANY 801 S. Figueroa Street, Suite 700, Los Angeles, CA 90017
NAME OF SURETY ADDRESS FOR SERVICE

I certify (or declare) under penalty of perjury under the laws of the State of California that I have executed the foregoing bond under an unrevoked power of attorney.

Executed in Los Angeles, CA on 5/29/2025, under the laws of the State of California.
CITY AND STATE DATE

Certificate of Authority # 5906 Signature of Attorney-in-Fact Adrian Loo

Printed or Typed Name of Attorney-in-Fact ADRIAN LOO

Address of Attorney-in-Fact 801 S. Figueroa Street, Suite 700, Los Angeles, CA 90017

Telephone Number of Attorney-in-Fact 310-649-0990



Exhibit 12-B: Bidder’s List of Subcontractor (DBE and Non-DBE) - Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts must be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>. The local agency will verify registration of all contractors and subcontractors on public works projects at bid and thereafter annually to assure that yearly registration is maintained throughout the life of the project.

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or \$10,000 (whichever is greater).

Photocopy this form for additional firms.

FEDERAL PROJECT NUMBER: ZP 24-019

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
				DIR Reg Number			
NAME	#1 ,#3, #5, #7-9, #11, #13-14, #16-18, #20, #25 Demo plumbing fixtures, rough in plumbing, set finish, install fill stations , water heater	20149.50	32%	1000006336	N		< \$1 million
Deans Plumbing							< \$5 million
City, State							< \$10 million
Bishop CA							< \$15 million
							Age of Firm in years60
NAME	#1 Get power to bottle filler station	875.00	.01	20000010664	N		< \$1 million
Brandon T Johnson							< \$5 million
City, State							< \$10 million
							< \$15 million
							Age of Firm in years8
NAME							< \$1 million
							< \$5 million
City, State							< \$10 million
							< \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$5 million
City, State							< \$10 million
							< \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$5 million
City, State							< \$10 million
							< \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$5 million
City, State							< \$10 million
							< \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$5 million
City, State							< \$10 million
							< \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$5 million
City, State							< \$10 million
							< \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$5 million
City, State							< \$10 million
							< \$15 million
							Age of Firm in years
NAME							< \$1 million
							< \$5 million
City, State							< \$10 million
							< \$15 million
							Age of Firm in years

Exhibit 12-B: Bidder’s List of Subcontractor (DBE and Non-DBE) - Part 2

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Bidder shall list all subcontractors who provided a quote or bid but **were not selected** to participate as a subcontractor on this project.

Photocopy this form for additional firms.

FEDERAL PROJECT NUMBER:

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts	
				DIR Reg Number				
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	

AFFIDAVIT of ELIGIBILITY
County of Inyo Local Business Verification Form



In order to claim Local Business status pursuant to Chapter 6.06 of the Inyo County Code, Contracting Preferences, you must complete, sign, and submit this form demonstrating compliance with all three (3) local business qualifying criteria below at the time you submit your bid. The County may request additional information. Failure to provide this information may cause your bid to be disqualified from receiving local contracting preferences. Providing inaccurate information may cause your bid to be disqualified. **Please note, pursuant to Chapter 6.06, Local Business status only provides purchasing and/or contracting preferences in certain circumstances as described in the Ordinance and in the specific requests for bids or proposals issued by the County.**

Name of Business: Mark Gadea Construction

Name of Person Completing This Form: Mark Gadea

Telephone Number: 1-760-920-9073

E-mail Address: markgadea3@gmail.com

Bid/Proposal Name:

1. Business Location

In which county is your business located? Inyo county

Provide the street address in Inyo or Mono County where your business's headquarters, distribution point, or locally-owned franchise has been located for the past six months. If no street address is available, provide a detailed enough description of where the business is located to allow a determination that the business is within Inyo County or Mono County. If your business has changed locations within either Inyo County or Mono County, but not between counties, in the past six (6) months, provide both the old and new street addresses or locations.

Address
2264 Longview Drive

City
Bishop

State
Ca

Zip
93514

Is the business identified above: a Headquarters? A Distribution Point? A Locally-Owned Franchise? [circle (click) all that apply]

2. Business License

Is your business required to hold a business license by government jurisdiction located in Inyo County? Yes ☒ No [circle (click) one]

If yes, please identify the jurisdiction(s) requiring the license(s), and attach a copy of each license to this form.

3. Employment / Ownership

Provide the name and street address of one full-time (40-hour or more per week) employee employed by your business who resides in Inyo County. Or, provide the names and street addresses of two (2) part-time (less than 40-hours per week) employees employed by your business and who reside in Inyo County.

Name
Mark Gadea

☒ FT, PT, or % Share [circle (click) one]

Name

FT, PT, or % Share [circle (click) one]

Address
2264 Longview Dr

Address

City, State, and ZIP
Bishop CA 93514

City, State, and ZIP

Alternately, if your business has no employees, use the space above to provide the name(s) and street address(es) of one or more owners of the business whose primary residence is located in Inyo County and whose share or shares in the company equal fifty-percent (50%) or more of the company.

Note: If your business is a local business located in Mono County, provide the information above showing Inyo or Mono County addresses.

4. Certification:

Please sign and date the form. By signing the form, you are acknowledging you have read and understand the criteria as defined under Chapter 6.06. Furthermore, you swear and affirm under penalty of perjury that the above information contained herein is true and correct and that the licensee listed above is qualified and eligible to receive a local preference under the Inyo County Ordinance, Chapter 6.06.

DocuSigned by:

2/27/2026

Signature 90B1931B8377434...

Date

Certificate Of Completion

Envelope Id: 6CF4F6B6-AE2F-43CB-BE90-1C682ADDEB6B

Status: Completed

Subject: Your signature is required on "Big Pine Senior Center ADA Restrooms Project"

Source Envelope:

Document Pages: 87

Signatures: 5

Envelope Originator:

Certificate Pages: 4

Initials: 0

Procurement Notifications

AutoNav: Enabled

6525 Crown Blvd #41340

Envelopeld Stamping: Enabled

San Jose, CA 95160

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

notifications@procurement.opengov.com

IP Address: 54.82.165.172

Record Tracking

Status: Original

Holder: Procurement Notifications

Location: DocuSign

3/17/2026 10:07:43 AM

notifications@procurement.opengov.com

Signer Events

John Vallejo

jcvallajo@inyocounty.us

Security Level: Email, Account Authentication
(None)

Signature

Signed by:

John Vallejo
DB92A4FA96C1495...

Timestamp

Sent: 3/17/2026 10:07:47 AM

Viewed: 3/17/2026 10:20:21 AM

Signed: 3/17/2026 10:30:01 AM

Signature Adoption: Pre-selected Style

Using IP Address: 162.252.88.15

Electronic Record and Signature Disclosure:

Accepted: 3/17/2026 10:20:21 AM

ID: 33f2ca58-49d3-4933-be7d-8d16593cf10e

Aaron Holmberg

aholmberg@inyocounty.us

Security Level: Email, Account Authentication
(None)

Signed by:

Aaron Holmberg
E921B073F8A2426...

Sent: 3/17/2026 10:30:03 AM

Viewed: 3/17/2026 1:38:13 PM

Signed: 3/17/2026 1:38:58 PM

Signature Adoption: Pre-selected Style

Using IP Address: 162.252.88.17

Electronic Record and Signature Disclosure:

Accepted: 3/17/2026 1:38:13 PM

ID: 7993d31e-cc59-4aa2-8cc6-8467b14d16ba

Armand Pigeon on behalf of Amy Shepherd

inyoauditor@inyocounty.us

Security Level: Email, Account Authentication
(None)

Signed by:

Armand Pigeon on behalf of Amy Shepherd
3094C2B4A2DB49F...

Sent: 3/17/2026 1:39:00 PM

Viewed: 3/17/2026 2:45:15 PM

Signed: 3/17/2026 2:49:03 PM

Signature Adoption: Pre-selected Style

Using IP Address: 162.252.88.17

Electronic Record and Signature Disclosure:

Accepted: 3/17/2026 2:45:15 PM

ID: 463a3a0b-5b4d-4ed4-afc7-f4df2dda718c

Mark Gadea

markgadea3@gmail.com

Security Level: Email, Account Authentication
(None)

DocuSigned by:

Mark Gadea
90B1931B8377434...

Sent: 3/17/2026 2:49:05 PM

Viewed: 3/17/2026 10:54:52 PM

Signed: 3/31/2026 9:25:43 AM

Signature Adoption: Drawn on Device

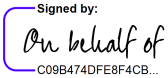
Using IP Address: 24.121.150.180

Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 3/17/2026 10:54:52 PM

ID: bbb97538-d722-4df8-a823-6ed55ab8a1a1

Signer Events	Signature	Timestamp
On behalf of faubrey@inyocounty.us Security Level: Email, Account Authentication (None)	Signed by:  C09B474DFE8F4CB... Signature Adoption: Pre-selected Style Using IP Address: 24.121.151.38	Sent: 3/31/2026 9:25:45 AM Viewed: 4/1/2026 12:48:13 PM Signed: 4/1/2026 12:49:46 PM

Electronic Record and Signature Disclosure:
Accepted: 4/1/2026 12:48:13 PM
ID: 85d873aa-0ffa-4300-a47e-bd1d858f8a68

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Marc Lucas mlucas@inyocounty.us Security Level: Email, Account Authentication (None)	COPIED	Sent: 4/1/2026 12:49:48 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/17/2026 10:07:47 AM
Envelope Updated	Security Checked	3/17/2026 10:07:49 AM
Certified Delivered	Security Checked	4/1/2026 12:48:13 PM
Signing Complete	Security Checked	4/1/2026 12:49:46 PM
Completed	Security Checked	4/1/2026 12:49:48 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, OpenGov - ISV License (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact OpenGov - ISV License:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: notifications@procurement.opengov.com

To advise OpenGov - ISV License of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at notifications@procurement.opengov.com and in the body of such request you must

state: your previous email address, your new email address. We do not require any other information from you to change your email address

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from OpenGov - ISV License

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to notifications@procurement.opengov.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with OpenGov - ISV License

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to notifications@procurement.opengov.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify OpenGov - ISV License as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by OpenGov - ISV License during the course of your relationship with OpenGov - ISV License.



INYO COUNTY CONTRACT CHANGE ORDER FORM

PROJECT: Big Pine Senior Center ADA Restrooms

CHANGE ORDER NO. 001

OWNER: Public Works

DATE: JUNE 09, 2026

CONTRACTOR: Mark Gadea Construction

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
<u>Increase in Bid Item at Bid Item Price:</u>		\$+4,720.00
Inyo County Public Works is authorizing an additional \$4,720.00 for additional work required to complete the project for the men's restrooms. Work include site preparation, floor repairs (grind and self level floor), remobilization after work halted for Inyo County Elections).		
TOTAL Change Order #1		\$+4,720.00
Original Contract Amount		\$63,547.44
Amount for previous Change Orders		\$0.00
Contract Amount prior to this Change Order		\$63,547.44
Amount of this Change Order		\$+4,720.00
NEW CONTRACT AMOUNT including this Change Order		\$68,267.44
DATE OF TIME FOR COMPLETION as of this Change Order		07/30/2026

RECOMMENDED BY:

ENGINEER: Marc Lucas, PE

DATE: 06/09/2026

ACCEPTED BY: _____

DATE: _____

CONTRACTOR: _____

DATE: _____

OWNER: _____

DATE: _____

Denelle Carrington, Assistant CAO

INVOICE

Mark Gadea Construction
2264 Longview Dr
Bishop, CA 93514

markgadea3@gmail.com
+1 (760) 920-9073

Bill to
Marc Lucas
County of Inyo Public Works

Ship to
Marc Lucas
County of Inyo Public Works

Invoice details

Invoice no.: 1192
Terms: Due on receipt
Invoice date: 06/08/2026
Due date: 06/08/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Change order	Put up new plastic and paper on flooring to protect and separate construction zone. Then was ripped done and destroyed.			\$640.00
2.		Change order	Mens floor was really bad and not flat. Prep mens restroom floor. Grind and self level and grind to make flat for flooring. 4 bag of self level at \$60 = \$240 12 Hrs of labor \$160 = \$1920			\$2,160.00
3.		Change order	Move all tools and material out of the way and clean the area up for elections.	12	\$160.00	\$1,920.00

Note to customer
Change order for damaged area of construction zone and floor for mens floor before flooring and clean up for elections.

Total
Overdue

\$4,720.00
06/08/2026



INYO COUNTY CONTRACT CHANGE ORDER FORM

PROJECT: Big Pine Senior Center ADA Restrooms

CHANGE ORDER NO. 002

OWNER: Public Works

DATE: JUNE 09, 2026

CONTRACTOR: Mark Gadea Construction

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
<u>Increase in Bid Item at Bid Item Price:</u>		\$+3,062.59
Inyo County Public Works is authorizing an additional \$3,062.59 for additional work required to complete the project for the women's restrooms (lay new plywood and grind floor for future flat flooring, and new entry door for women's restrooms, not accounted in original scope of work)		
TOTAL Change Order #2		\$+3,062.59
Original Contract Amount		\$63,547.44
Amount for previous Change Orders		\$4,720.00
Contract Amount prior to this Change Order		\$68,267.44
Amount of this Change Order		\$+3,062.59
NEW CONTRACT AMOUNT including this Change Order		\$71,330.03
DATE OF TIME FOR COMPLETION as of this Change Order		07/30/2026

RECOMMENDED BY:

ENGINEER: Marc Lucas, PE

DATE: 06/09/2026

ACCEPTED BY: _____

DATE: _____

CONTRACTOR: _____

DATE: _____

OWNER: _____

DATE: _____

Denelle Carrington, Assitant CAO

ESTIMATE

Mark Gadea Construction
2264 Longview Dr
Bishop, CA 93514

markgadea3@gmail.com
+1 (760) 920-9073

Bill to
Marc Lucas
County of Inyo Public Works

Ship to
Marc Lucas
County of Inyo Public Works

Estimate details

Estimate no.: 1185

Estimate date: 06/08/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Change order	Women's restroom floor. Put down sheet or plywood by toilets and entry was and self level room and grind floor to be flat for flooring.			\$2,500.00
2.		Change order	Entry door for women's restroom. Tyson wants it to open the other way. This is just for the door.			\$562.59
Total						\$3,062.59

Note to customer

Change order to finish women's restroom.

Accepted date

Accepted by



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

July 14, 2026

Reference ID:
2026-535

Revision to Inyo County Code Chapter 2.36 County Administrator & Public Works ACTION REQUIRED

ITEM SUBMITTED BY

David Fraser, County Administrator

ITEM PRESENTED BY

David Fraser, County Administrator

RECOMMENDED ACTION:

Waive further reading of the proposed ordinance titled, "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Revising Section 2.36.040 of the Inyo County Code Relating to Road Commissioner Duties of the Public Works Director," and schedule enactment for July 28, 2026, in the Board of Supervisors Chambers, County Administrative Center, Independence.

BACKGROUND / SUMMARY / JUSTIFICATION:

Our County Code requires the Director of Public Works to also be appointed as the road commissioner. By combining these offices, our Director of Public Works is consequently also required to be a licensed civil engineer. State law, however, permits these offices to be separate. And some counties have special legislation (e.g. Streets and Highways Code Section 2006.2) permitting the office of the road commissioner to be abolished altogether so long as the road commissioner duties are performed by a licensed engineer who is supervised by the Director of Public Works. Inyo County may pursue such legislation. This amendment will provide the County with greater flexibility in potential future recruitment and restructuring of the Department of Public Works.

FISCAL IMPACT:

N/A

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose not to maintain the status quo of requiring that the Public Works Director be the ex-officio Road Commissioner.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Public Works. Personnell. CAO.

STRATEGIC PLAN ALIGNMENT:

High-Quality Services | Quality County Employees
High-Quality Services | High-Quality County Government Services

APPROVALS:

John Vallejo
Darcy Israel
Amy Shepherd
John Vallejo
David Fraser

Created/Initiated - 07/02/2026
Approved - 07/02/2026
Approved - 07/02/2026
Approved - 07/07/2026
Final Approval - 07/07/2026

ATTACHMENTS:

1. Proposed Ordinance

ORDINANCE NO. _____

**AN ORDINANCE OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF INYO, STATE OF CALIFORNIA,
REVISING SECTION 2.36.040 OF THE INYO COUNTY CODE RELATING TO
ROAD COMMISSIONER DUTIES OF THE PUBLIC WORKS DIRECTOR**

The Board of Supervisors of Inyo County ordains as follows:

SECTION ONE. PURPOSE.

The purpose of this Ordinance is to revise section 2.30.040 of the Inyo County code, which currently requires the Public Works Director to be the ex officio Road Commissioner, to allow for the separate appointment of a Road Commissioner and/or to allow for the Public Works Director to supervise an engineer performing the duties of a Road Commissioner if permitted by law.

SECTION TWO. CODE CHANGE.

Section 2.36.040 of the Inyo County Code is hereby replaced in its entirety to read as follows:

“2.36.040 Director-Appointment-Duties.

- A. The director of public works shall be the administrative head of the department of public works.
- B. The director of public works may be concurrently appointed to serve as the ex officio road commissioner.
- C. If otherwise permitted by law, Board of Supervisors may abolish the office of road commissioner if the board transfers all duties of the road commissioner to the director of public works. In such instance, the director of public works shall not be required to have any special permit, registration, or license, but any civil engineering functions that are required to be performed by the road commissioner shall be performed by a registered civil engineer acting under the authority of the director of public works.
- D. The director of public works shall be appointed by a majority of the Board of Supervisors.
- E. The director of public works shall supervise the personnel engaged in departmental work.
- F. The director of public works may purchase, lease or hire such equipment as may be necessary to perform the functions of the department of public works, in conformity with the budget and policies of the county with respect to purchase and rentals, and subject to the approval of the board of supervisors as to price or rental cost.

- G. The director of public works shall report directly to the county administrative officer in all administrative matters, other than those falling under the jurisdiction of the road commissioner if the office of the road commissioner has not been abolished pursuant to subsection C above.

SECTION THREE. SUPERCEDING OF PRIOR ORDINANCES.

Any provisions in Ordinance Nos. 170, 178, and 277, that are contrary to the provisions of this Ordinance are hereby repealed and replaced with the changes set forth in Section Two above.

SECTION FOUR. SEVERABILITY.

If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The Board hereby declares that it would have passed this Ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of this Ordinance would be subsequently declared invalid or unconstitutional.

SECTION FIVE. EFFECTIVE DATE.

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

PASSED AND ADOPTED this _____ day of July, 2026 by the following vote:

AYES: _____
NOES: _____
ABSTAIN: _____
ABSENT: _____

TRINA ORRILL, Chairperson
Inyo County Board of Supervisors

ATTEST: Nate Greenberg
Clerk of the Board

By: _____
Darcy Ellis
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

July 14, 2026

Reference ID:
2026-537

Presentation from the Rural County Representatives of California (RCRC) on the Organization's 2025-2027 Strategic Plan County Administrator NO ACTION REQUIRED

ITEM SUBMITTED BY

David Fraser, County Administrator

ITEM PRESENTED BY

David Fraser, County Administrator

RECOMMENDED ACTION:

Receive a presentation from Rural County Representatives of California (RCRC) President and CEO on the organization's 2025-2027 Strategic Plan and other RCRC activities.

BACKGROUND / SUMMARY / JUSTIFICATION:

RCRC's leadership team has requested the opportunity to present to your Board of Supervisors on RCRC's strategic plan, legislative platform, and the work of its affiliate entities.

FISCAL IMPACT:

There is no fiscal impact associated with this agenda item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

N/A

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Not Applicable

APPROVALS:

Darcy Israel	Created/Initiated - 07/07/2026
Darcy Israel	Approved - 07/07/2026
David Fraser	Final Approval - 07/07/2026

ATTACHMENTS:

1. RCRC 2026 Inyo County Strategic Plan Presentation

Rural County Representatives of California

Patrick Blacklock
RCRC President & CEO



Andrew Lincoln, Napa County
2025 RCRC Rural County Photo Contest Winner

RCRC Organization



Divisions

- Government Affairs
- Economic Development
- Business Development
- Administration and Finance

Affiliate Entities



Rural Counties
Environmental Services
Joint Powers Authority
ESJPA



Rural
Advancement
Institute



golden state
connect
authority

RCRC 2025-27 STRATEGIC PLAN



Vision

RCRC is the premier advocate and innovative service provider for rural counties in California

State & Federal Advocacy



**Impactful Policy
Advancement**

State Policy Areas

- Forest Health/Wildfire
- Water/drought
- Broadband
- Housing
- Energy
- Health Access
- CPUC
- Agriculture
- Williamson Act
- Wildlife
- Rural Healthcare

Federal Policy Areas

- ∞ Forest Health/Wildfire
- ∞ Water/Drought
- ∞ Wildlife/ Predatory Species
Management
- ∞ Rural Healthcare

Key Topics

- Recruitment & Retention of Employees
Ad Hoc
- Predator Management Ad Hoc
- State Mandate Reimbursement
- Jail Medical Services Study
- Indigent Health Planning / CMSP
- SGMA Ad Hoc Committee



Golden State Finance Authority (GSFA) & National Homebuyers Fund, Inc (NHF)



Equitable Access

Golden State Finance Authority

- Provide affordable housing solutions
- Offer financing options for energy efficiency
- Secure infrastructure financing
 - Grant Advanced Line of Credit Program
 - Rural Broadband
 - Forest Resiliency



National Homebuyers Fund, Inc

- Expand Homeownership
- Strengthen Communities



**SINCE 1993 IN
INYO COUNTY**



Helped **13** individuals/
families purchase homes



Provided over **\$132 K** in
down payment
assistance

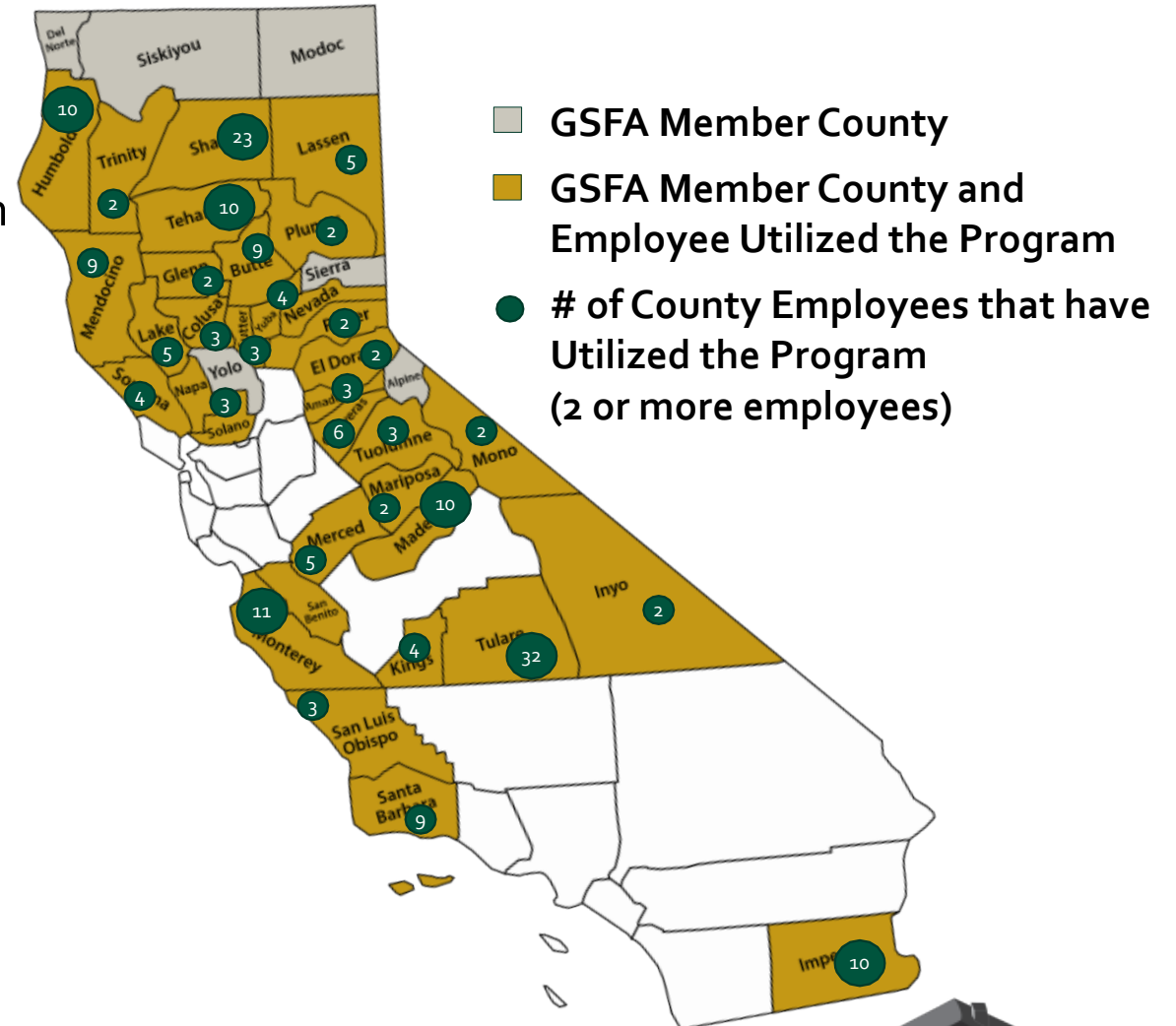
Golden State Finance Authority (GSFA)



Equitable Access

Assist-to-Own Program

- Provides up to **5.5%** assistance for down payment and closing costs on primary residence purchases or refinances for GSFA Member County employees.
 - Enhances employee retention and recruitment
- **Flexible qualifying criteria:**
 - Accepts less-than-perfect credit (FICOs as low as 640)
 - Debt-to-income ratios up to 50%
 - No first-time homebuyer requirement
 - Not limited to low-income borrowers



Golden State Connect Authority (GSCA)



Equitable Access

CPUC Federal Fund Account (FFA) Last Mile



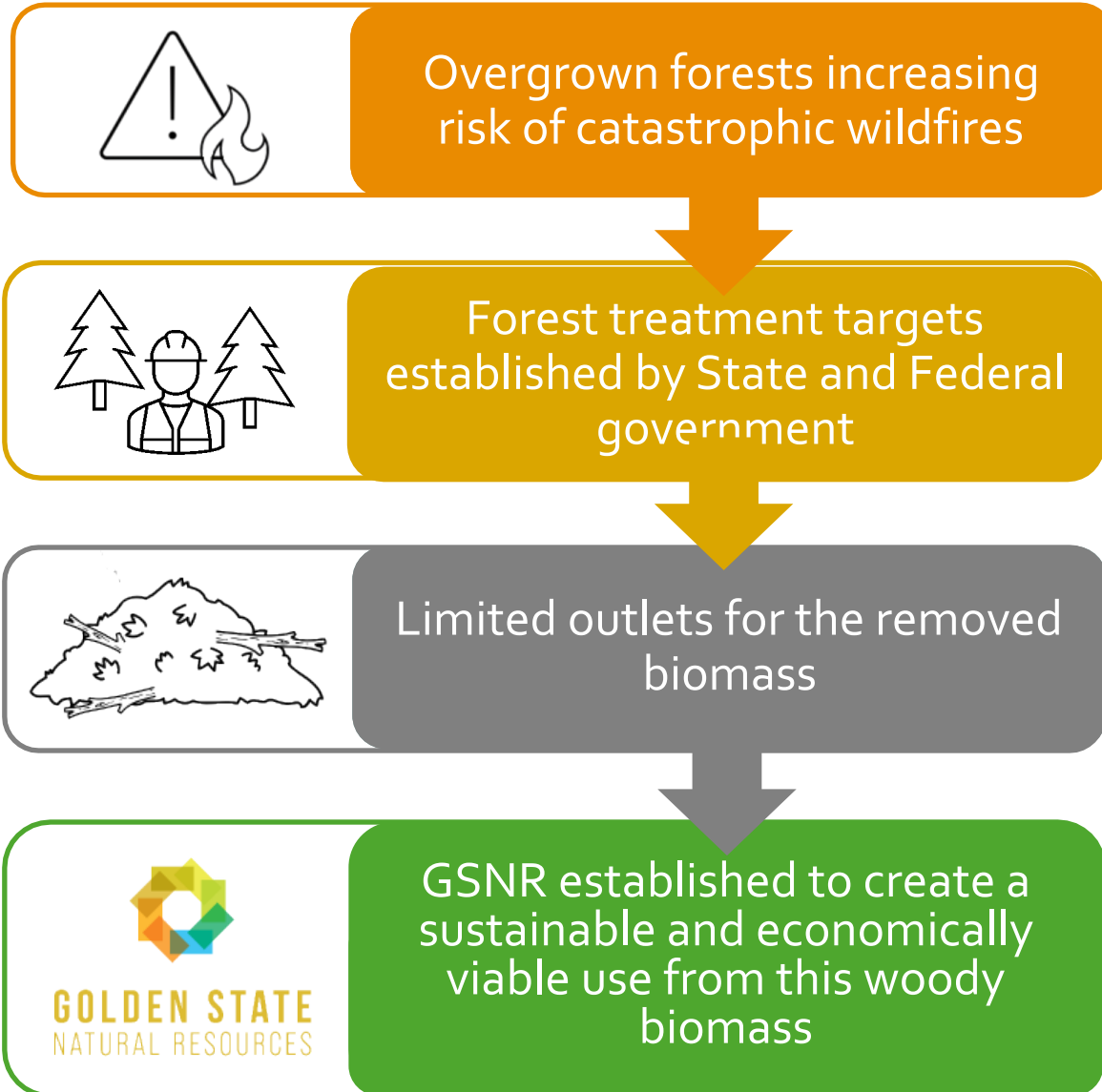
GSCA FFA Last Mile Awards

Imperial County	\$13,834,949
Alpine County	\$ 6,985,978
Mammoth Lakes	\$ 4,158,014
Mono County	\$ 6,074,134
Amador County	\$57,180,300
Tehama County	\$74,798,880
Glenn County	<u>\$22,351,876</u>
Total	\$185,384,131

Golden State Natural Resources (GSNR)



Healthy Communities



Modoc National Forest - Summer 2024

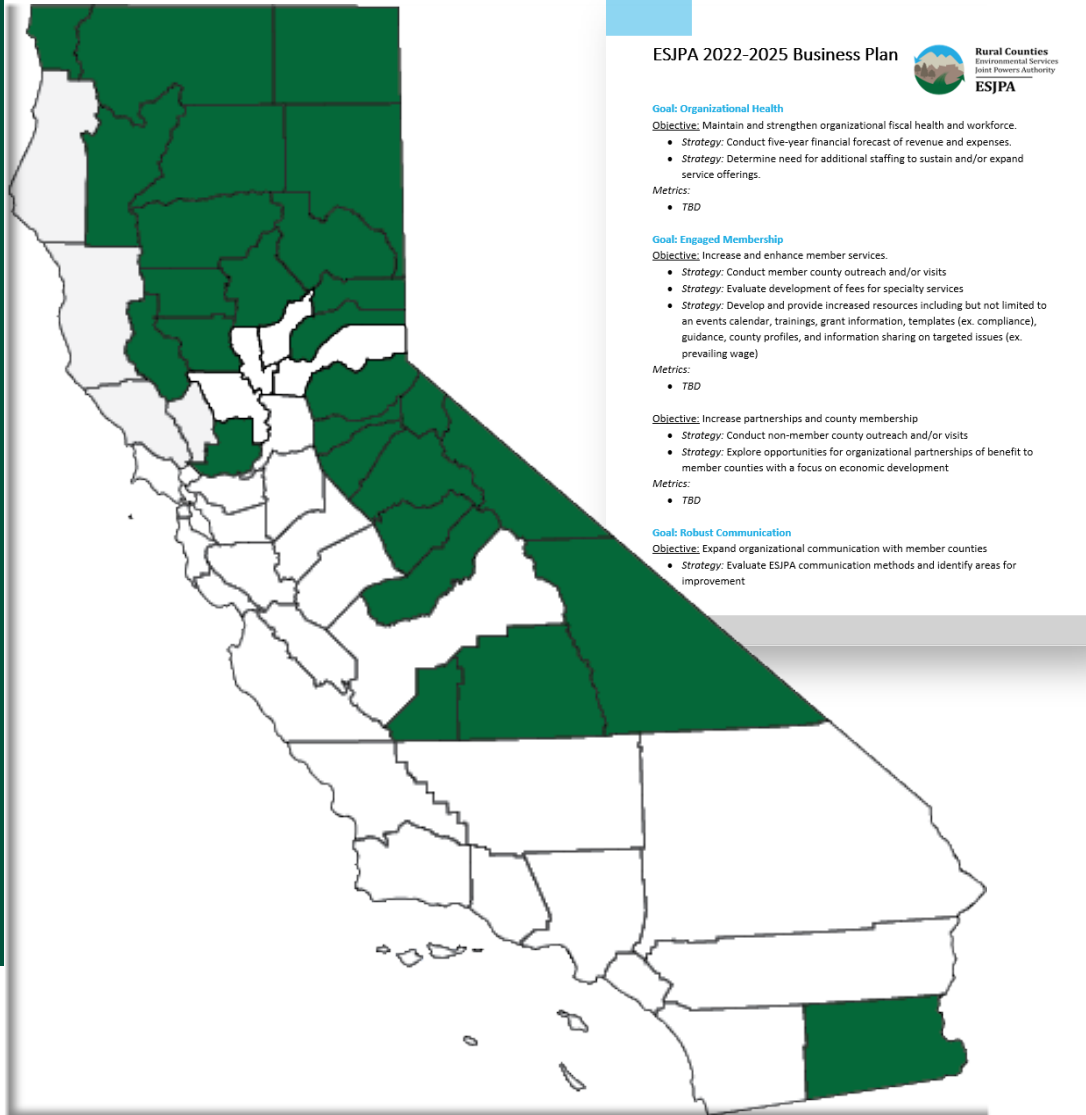


GOLDEN STATE
NATURAL RESOURCES

Environmental Services Joint Powers Authority (ESJPA)



Operational
Excellence



- Represents **26** rural California counties on solid waste regulatory and legislative policies.
- Advocates on the state and federal level
- Offers policy leadership, technical expertise and direct assistance to member counties



Rural Counties
Environmental Services
Joint Powers Authority
ESJPA

Rural Advancement Institute (RAI)



Impactful Policy
Advancement

RAI facilitates academic research and educational opportunities that advance understanding of rural California amongst policymakers and the public.

∞ Educational Tours:

- Behind the Scenes of the Recreation Economy
- Beyond the Lettuce Curtain: Innovations and Challenges

∞ Research and Projects:

- Fire / EMS Capacity in rural counties – UCSB
- Housing Study – Sacramento State
- Healthcare workforce landscape in rural counties – UCSF

Fire and Emergency Medical Services Response Capacity in Rural Communities of California

Alan Murray
Yuyang Zhang
Theo Funk
Danica Marter

Wildfire Resilience Initiative
University of California at Santa Barbara
wri.ucsb.edu

Report Commissioned by Rural Advancement Institute

September 2, 2025

UC SANTA BARBARA
Wildfire Resilience Initiative



Rural
Advancement
Institute



RCRC
1215 K St., Suite 1650
Sacramento, CA 95814
(916) 447-4806

QUESTIONS?

Keep Up with RCRC:

- 🌀 Website: www.rcrcnet.org
- 🌀 Sign up for the Barbed Wire newsletter
- 🌀 Follow us on social media:



@ruralcounties



@ca_ruralcounties



@RuralCounties



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

July 14, 2026

Reference ID:
2026-531

Film Commissioner Contract Amendment No. 1 County Administrator - Economic Development ACTION REQUIRED

ITEM SUBMITTED BY

County Administrator - Economic Development

ITEM PRESENTED BY

Meaghan McCamman, Deputy County Administrator

RECOMMENDED ACTION:

A) Declare Jesse Steele a sole-source provider of film commissioner services; and
B) Ratify and approve Amendment No. 1 to the contract between Inyo County and Jesse Steele for personal services as film commissioner, extending the term through June 30, 2027, contingent upon the Board's adoption of the Fiscal Year 2026-2027 Budget, and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

In 2022, your Board directed staff to develop and issue a Request for Proposals (RFP) for Film Commissioner services. Following the RFP process, a contract was offered to and accepted by Mr. Jesse Steele. His initial contract term ran from October 10, 2022, through June 30, 2023. The agreement included three optional one-year extensions, each not to exceed \$61,500, covering:

- July 1, 2023 – June 30, 2024
- July 1, 2024 – June 30, 2025
- July 1, 2025 – June 30, 2026

All extension options will be exhausted as of June 30. Staff is therefore requesting that the Board designate Mr. Steele as a sole-source provider and approve an amendment to the original contract to continue services through Fiscal Year 2026–2027. The Board typically reviews the Film Commissioner contract every four to six years to determine whether to issue a new RFP. Extending the current contract would maintain that cycle and allow time for further discussion about actions for FY 2027–2028.

FISCAL IMPACT:

Funding Source	General Fund	Budget Unit	010202 (Economic Development)
Budgeted?	It will be included in the FY 26-27 Budget	Object Code	5265 (Professional and Special Services)
Recurrence	Ongoing Expenditure	Sole Source?	Yes

If Sole Source, provide justification below

The request for a sole-source designation is based on the following criteria from the Inyo County Purchasing Policy:

- The specific expertise required makes the proposed contractor uniquely qualified compared to others in the field.
- The contractor has made substantial investments that another contractor would need to duplicate at the County's expense.
- The project timeline is critical, and only the proposed contractor can meet it.

Staff and the Film Commissioner are currently in the middle of major projects—including updates to the permit system, website, and database development. Issuing an RFP at this time would delay these efforts, increase costs to the County, and hinder progress.

Current Fiscal Year Impact
Up to \$61,500 for the Period between July 1, 2026 and June 30, 2027
Future Fiscal Year Impacts
Up to \$61,500 for future years if current contract continues
Additional Information

This contract extension does not change the pay rate from what was approved in the original contract

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board can decline to approve the contract extension, which is not recommended for the reasons cited in the summary.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Economic Enhancement | Local Businesses, Organizations, and Workforce
Economic Enhancement | Collaborative Regional Economic Development

APPROVALS:

Darcy Israel	Created/Initiated - 07/02/2026
Darcy Israel	Approved - 07/02/2026
Meaghan McCamman	Approved - 07/02/2026
Amy Shepherd	Approved - 07/07/2026
John Vallejo	Approved - 07/07/2026
David Fraser	Final Approval - 07/07/2026

ATTACHMENTS:

1. Film Commissioner - Jesse Steele FY 22-23
2. Film Commissioner Sole Source Extension 2026-27
3. Film Commissioner Contract Amendment 1

**AGREEMENT BETWEEN COUNTY OF INYO
AND JESSE STEELE
FOR THE PROVISION OF FILM COMMISSIONER SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the film commissioner services of Jesse Steele of Big Pine (hereinafter referred to as "Contractor"), 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 Contractor 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 Contractor to perform under this Agreement will be made by Nate Greenberg, whose title is: County Administrator. 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 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.

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. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

2. INITIAL TERM AND OPTIONS.

The initial term of this Agreement shall be from October 10, 2022 to June 30, 2023 unless sooner terminated as provided below. In addition, County shall have three options to extend the Agreement for additional one-year periods as follows:

- a. From July 1, 2023 through June 30, 2024
- b. From July 1, 2024 through June 30, 2025
- c. From July 1, 2025 through June 30, 2026

County may exercise such options by giving written notice to Contractor at least thirty (30) days before the expiration of the Agreement, or an extension thereof.

The notice shall specify the period of the options being exercised. The option to extend shall be upon the same terms and conditions as stated in this Agreement.

3. CONSIDERATION.

A. Compensation. County shall pay to Contractor 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 Contractor at the County's request.

B. Travel and per diem. Contractor will be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by County under this Agreement.

C. 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.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed

\$ forty-eight thousand and no/100 Dollars (\$ 48,000.00) (initial term);
\$ sixty-one thousand five hundred and no/100 Dollars (\$ 61,500.00) (option 1);
\$ sixty-one thousand five hundred and no/100 Dollars (\$ 61,500.00) (option 2);
\$ sixty-one thousand five hundred and no/100 Dollars (\$ 61,500.00) (option 3); for a
total of \$ two hundred thirty-two thousand and five hundred and no/100 Dollars (\$ 232,500.00)
(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.

E. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all 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 services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor 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 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.

4. WORK SCHEDULE.

Contractor'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 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, 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 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, ETC.

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

7. COUNTY PROPERTY.

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by County pursuant to this Agreement are, and at the termination of this Agreement remain, 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, partial or total, which is the result of Contractor's negligence.

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. 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.

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 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.

10. DEFENSE AND INDEMNIFICATION.

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, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor 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 Contractor, 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 Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

12. NONDISCRIMINATION.

During the performance of this Agreement, 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.

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. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

15. DEFAULT.

If the Contractor abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the 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 to Contractor 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.

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.

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

21. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying 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, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

23. NOTICE.

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which 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	
<u>County Administrator</u>	Department
<u>P.O. Drawer N</u>	Address
<u>Independence, CA 93526</u>	City and State

Contractor:	
<u>Jesse Steele</u>	Name
<u>561 W. Crocker Ave.</u>	Address
<u>Big Pine, CA</u>	City and State

24. ENTIRE AGREEMENT.

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

////

////

AND JESSE STEELE
FOR THE PROVISION OF FILM COMMISSIONER SERVICES

05/29/2019

AGREEMENT BETWEEN COUNTY OF INYO

AND JESSE STEELE
FOR THE PROVISION OF FILM COMMISSIONER SERVICES

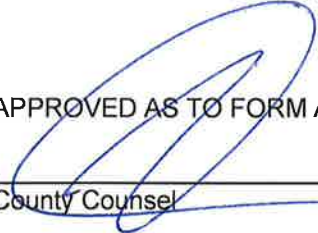
IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS
THIS _____ DAY OF _____, _____.

COUNTY OF INYO

By: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:



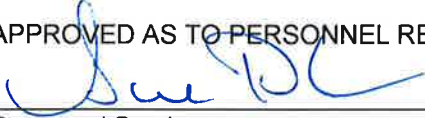
County Counsel

APPROVED AS TO ACCOUNTING FORM:



County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:



Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:



County Risk Manager

CONTRACTOR

By:  _____

Signature


Jesse Steele

Print or Type Name

Dated: 10-7-22

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO

AND JESSE STEELE

FOR THE PROVISION OF FILM COMMISSIONER **SERVICES**

TERM:

FROM: October 10, 2022 **TO:** June 30, 2023

SCOPE OF WORK:

Section I. General Duties & Responsibilities

The Contractor shall act in the capacity of Inyo County Film Commissioner. As the Inyo County Film Commissioner, the Contractor must perform the duties necessary for the County to maintain a formal relationship with the California Film Commission and ensure the County's continued participation in the California Film Commission's Film Liaisons In California, Statewide (FLICS) Program.

Film Commissioner duties include, but are not limited to:

- Maintaining a working knowledge of the County and local business and government practices.
- Maintaining a working knowledge of local commercial and non-profit resources available to provide services to film productions.
- Staying informed on production issues in Inyo County communities and conveying this information to producers.
- Serving as an experienced troubleshooter for producers and the communities in which they work.
- Knowing how to secure permission to film on public (USFS, BLM, LADWP, NPS) and private property within the county.
- Being familiar with potential filming locations within the county and associated land tenure and ownership.
- Remaining sensitive to the needs of all communities within the county.
- Developing and maintaining relationships with Inyo County's five sovereign Native American tribes, as well as an understanding of the indigenous history of the area.
- Never soliciting or accepting fees, payments, donations, or other contributions for the provision of Film Commissioner services or on behalf of any entity or organization unless so authorized pursuant to and in conjunction with the County's film permit requirements.
- Adhering to the FLICS Code of Responsibilities, including avoiding actual or apparent conflicts of interest between the official duties and services provided and private financial interests.

- Developing, maintaining, and distributing – in print and electronic form – local available crew lists; a local resources database, including photography of locations throughout all regions of the County, in written and electronic form; and a current local production guide in written and electronic form. (This information will be provided to the County and thereafter uploaded to the Film Commission website.)
- Providing film liaison services.
- Providing service and support to each production company from the initial contact to the close of the production, including problem solving on film related matters.
- Acting as a liaison between production companies and all levels of government, including the facilitation of permitting.
- Networking with regional and state organizations related to filming.
- Only using the title of Inyo County Film Commissioner when acting in an official capacity pursuant to this agreement, and never for personal gain.
- Refraining from taking positions or engaging in activities, in an official capacity, contrary to the established policies of the County of Inyo or which might otherwise bring discredit to the County – including lack of discretion or sharing gossip from shoots or denigrating other productions and individuals.
- Working closely with County staff to ensure adherence to County policies and alignment with County priorities, including regular meetings with County staff and/or Board members to discuss mission, vision, and activities.

In addition, the Contractor shall maintain an active membership in FLICS, and attend between two (2) and four (4) FLICS membership meetings during the term of the contract. The Contractor is responsible for preparing, maintaining, and administering all notifications and paperwork to the California Film Commission necessary to designate the Contractor as the Inyo Film Commissioner.

Furthermore, it is desirable during the course of this contract that the Contractor research and work with County staff, including Public Works, to evaluate the current County permitting system and recommend a more collaborative and streamlined process – possibly with the levying of fees to support the Inyo County Film Commission.

(The Contractor shall also work with the current Film Commissioner, whose contract expires October 31, 2022, to facilitate a smooth transition and sharing of institutional knowledge, including the transfer of any existing databases.)

The above-listed general duties will more specifically consist of:

A. Actively working to attract film production into all areas of Inyo County by:

- Developing and maintaining content for the Film Commission website.
- Working with County staff to develop a coordinated social media strategy that will increase targeted social media engagement.
- Exploring new branding efforts.
- Publication of filming “success stories” as part of overall marketing efforts.

- Outreach to production companies, influencers, and film students and inviting them to visit Inyo County.
- Working closely with the County's Communications Liaison in release of public information, including proofreading, editing, and general guidance.

(Travel will be limited the first year of this contract, with the main focus being to build up an online presence and databases for film companies seeking additional information and assistance, and to respond promptly and professionally to any and all requests from production companies to establish the Inyo Film Commission as an invaluable resource that will help companies succeed.)

B. Responding to production requests in a timely manner by:

- Maintaining a voicemail system for the Film Commission and responding to each inquiry within 24 hours of receiving, or – in the event of vacations or other unavailability – arrange to have a proxy call them back.
- Providing prompt and reliable service to productions from the first inquiry to the last day of filming, using discretion and non-disruptive on-set behavior.
- Utilizing trusted, professional contracts in neighboring communities (such as the former Film Commissioner) to respond in person to complaints and/or requests when Contractor is indisposed.

C. Serving as liaison between film productions and the community by:

- Keeping up-to-date records and a comprehensive portfolio of all shoots in Inyo to use as reference in future productions.
- Publicizing regular filming updates on social media and the website so residents and visitors are aware of road closures and other issues related to productions.
- Encouraging productions to communicate with residents and businesses in advance of any disruptive filming.
- Regularly updating the County Administrator of work on films in Inyo County.
- Delivering two written and two oral reports annually to the Inyo County Board of Supervisors. (This will require coordination with the Assistant Clerk of the Board to be placed on meeting agendas.)
- Building and maintaining relationships with public lands agencies, private land owners, County and Tribal governments during each film shoot and communicating as necessary any complications or issues.

D. Completing permits accurately and in a timely fashion by:

- Leveraging and building on existing working relationships with agency permitting representatives.
- Meeting with permitting agencies on a regular basis to maintain good working relationships, provide/receive updates, and troubleshoot any potential challenges.
- Guiding production companies through the permitting process, to help ensure paperwork and permits are done correctly and all requests by the permitting agency are fulfilled to satisfaction.
- Working with permitting agencies, including Inyo County Public Works, on a standardized permitting system to streamline the process and ensure uniformity

among the agencies. (The end goal should be a single form available on the Film Commission website that satisfies the requirements of all permitting agencies.)

E. Connecting producers with local assets and locations by:

- Using personal experience and knowledge to help direct companies to potential locations. (The Contractor may enter into agreements/arrangements independent of this contract with production companies for more comprehensive scouting services.)
- Maintaining a list of location scouts to whom the Contractor will refer film companies.
- Building a regularly updated portfolio of all professionals, possible filming resources, and filming locations throughout the County. (This database will be a living, growing resource.)
- Encouraging residents and business owners – caterers, extras, still photographers, mountain guides, pack stations, ranchers, extreme athletes, seamstresses, etc. – to add themselves to the local filming resource database housed on the Film Commission website. (This will include making sure listings are appropriate and up-to-date.)
- Encouraging the use of local talent and tradesmen – including youth with an interest in various trades and/or the film industry.

F. Communicating best practices, including Leave No Trace, to productions by:

- Briefing crews on each production about the principles of “Leave No Trace” as well as any safety concerns for either individuals or the environment.
- Providing pamphlets and sharing other applicable information prior to the start of filming.
- Checking in on shoots as they are progressing to make sure all Inyo County rules and regulations, as well as good stewardship practices, are being followed.
- Reaching out to appropriate County departments to learn about governmental operations, rules, regulations, and practices.
- Making stewardship of Inyo County a top priority, including respecting, honoring, and in some cases protecting its people and lands from potentially negative or hazardous situations.
- Using diplomacy when communicating these practices.

G. Miscellaneous networking by:

- Traveling to other Film Commissions to meet and develop relationships with its employees.
- Reaching out to regional and state organizations about filming in Inyo County as well as learning tips and tricks to make Inyo County’s Film Commission more efficient.

Section II. Online Marketing

The Contractor is responsible for content development and management for the official Inyo County Film Commission website.

The Contractor shall also create and maintain County-owned Inyo County Film Commission profiles and accounts on Facebook, Twitter, and Instagram using an Inyo County email account.

With regard to the content posted online, the Contractor must:

- Adhere to the terms of use and codes of conduct established and published by the social media platforms.
- Ensure content is not in conflict with County values and policies.
- Not engage in any argumentative or controversial behavior online while identified as the Inyo Film Commissioner.
- Obtain approval of content from County staff prior to publication online.
- Share all social media account passwords/password updates with County staff.
- Not share these passwords with anyone outside of the organization without permission.
- Relinquish all control of social media accounts and the website at the conclusion of the contract, or at the County's request.

Section III. General Marketing

In addition to the marketing efforts mentioned in Section I, A, the Contractor will be expected to work closely with the Bishop Chamber of Commerce and Visitors Center on promotional efforts, messaging, and branding. The County has entered into a marketing contract with the Chamber, and consistency and following a coherent strategy will be critical.

Section IV. Administrative Services

The Contractor is responsible for providing for all administrative functions necessary to support the Inyo County Film Commission, including:

1. Maintaining physical office space, including a telephone line and payment of all utility costs;
2. Maintaining and, as appropriate, publicizing, a physical mailing address or P.O. Box; dedicated voicemail and email account; Film Commission website; and social media accounts on the following platforms: Facebook, Twitter, and Instagram.
3. Arranging for clerical support, and any other personal contract services, that may be necessary to support the duties and responsibilities of the Film Commissioner.
4. Providing all office supplies and, as necessary, photocopying and facsimile transmittal services.

Section V. Reporting

The Contractor shall keep the County Administrator or his designee, and the Inyo County Board of Supervisors apprised of its activities and accomplishments in the performance of the Agreement. At a minimum, the Contractor shall:

1. Within 30 days of execution of the Agreement for the provision of Film Commissioner Services, the Contractor shall prepare all notifications and paperwork required by the California Film Commission necessary to designate the Contractor as the Inyo Film Commissioner. These documents shall be transmitted to the Office of the County Administrator for review and approval in advance of their submittal to the California Film Commission and, if necessary, for submittal to the California Film Commission by the County. Any subsequent modifications that may be required to this documentation will be processed in the same manner.
2. As soon as practicable, but no later than seven (7) days of receipt, the Contractor shall transmit to the Office of the County Administrator any notices or other communications the Contractor receives from the California Film Commission.
3. Within 60 days of execution of the Agreement for the provision of Film Commissioner Services, the Contractor shall submit to the Office of the County Administrator, in paper and electronic form, the local crew lists, local production guide and local resources database, including photography of locations throughout all regions of the County, that the Contractor is required to develop, maintain, and distribute under the terms of this agreement. These products will become property of the County, and must be submitted in an electronic format acceptable to the County for viewing, reproduction, and posting to a County website. As part of their submittal, the Contractor must identify all physical and electronic locations where these resources are available.
4. As needed, and at least once every 12 months and one (1) month prior to the expiration of the Agreement for the provision of Film Commissioner Services, the Contractor shall update the local crew lists, local production guide and local resources database, including photography of locations throughout all regions of the County, and transmit this information to the County as required in item 3 above.
5. Copies of all articles generated by the Contractor and published by local and/or national and/or international media will be transmitted to the Office of the County Administrator with the Contractor's next monthly invoice for services.
6. Make at least two (2) Verbal and (4) Written Reports a year: Verbal Reports in April and October; Written Reports in July and January. The Contractor is encouraged to make additional Verbal Reports to the Board of Supervisors as may be warranted based on filming activity in the County. The Contractor will be responsible for contacting the Assistant Board Clerk to arrange to be placed on the Board of Supervisors' agenda. Written reports must include:
 - A summary of accomplishments and works in progress.

- All production requests and lists of each type of production.
- Identification and itemization of all productions in Inyo County since the previous report.
- Itemization of all local resources used, including hotels, restaurants, and local crew and talent with the estimated value of all.
- Discussion of all marketing done during that quarter as well as copies of all physical properties (fliers, posters, etc.), and links to all new digital materials.
- Copies of current local cast and crew lists as well as production guides, local resource database, and location guide.

Written reports shall include trend data across the year showing growth or reduction in these key performance indicators. During the last year of the Agreement, a Final Written Report shall be prepared and submitted no later than December 1st.

The parties agree that it would be impracticable and extremely difficult to ascertain the amount of actual damages caused by a material breach of these reporting requirements. Therefore, the parties agree that, in the event that Contractor fails to comply with these reporting requirements and associated deadlines, Contractor shall pay County, as liquidated damages, the amount of Contractor's monthly fee, as established in the Fee Schedule of the Agreement for the provision of Film Commissioner Services, for each failure to comply, which amount will be deducted from amounts due the Contractor.

Section VI. Additional Marketing Activities

In addition to marketing the County as a filming location through active participation in FLICS and its California Location Request Service and creating articles for the local, national, and/or international media, the Contractor may perform, and be compensated separately for, additional marketing activities. Any specific, supplemental marketing activities must be identified in the Contractor's proposal and associated budget, and agreed to in the Fee Schedule included in the Agreement for the provision of Film Commissioner Services.

Separately compensated marketing activities may include but are not limited to:

- Attending appropriate industry events, and maintaining a professional and attractive presence at industry trade shows by engaging the use of creative booth space and collateral material (e.g., artwork, hand-outs, etc.), including the COLA awards dinner and show and/or the Association of Film Commissions International (AFCI) Locations Show.
- Creating pamphlets, fact sheets, flyers, and other printed marketing materials for special events, initiatives, and promotions, in cooperation with the Bishop Chamber of Commerce and Inyo County Communications Liaison.

All resource materials and promotional materials developed in conjunction with this Scope of Work, including but not limited to the Inyo County Film Commission website, domain name,

artwork and hand-outs distributed at industry events, local crew lists, local production guide, and local resources database (including photography of locations throughout all regions of the County), in written and electronic form, shall:

- A. Identify the Office of the County Administrator as the venue where members of the film industry and the community can register compliments or complaints regarding the provision of Film Commissioner services, and provide the telephone number and e-mail address for the Office of the County Administrator for this purpose.
- B. Become the property of the County of Inyo.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND JESSE STEELE

FOR THE PROVISION OF FILM COMMISSIONER **SERVICES**

TERM:

FROM: October 10, 2022 **TO:** June 30, 2023

SCHEDULE OF FEES:

Section I. General Duties & Responsibilities, Online Marketing, Administrative Services, Reporting

In consideration for the services and work identified in Section I. General Duties & Responsibilities, Section II. Online Marketing, Section III. General Marketing, Section IV. Administrative Services, and Section V. Reporting of Attachment A: Scope of Work, the contractor shall be paid a flat fee of:

- \$4,500 for the period of October 10, 2022 through October 31, 2022
- \$4,500 per month for the period of November 1, 2022 through June 30, 2022
- \$4,500 per month for the period July 1, 2023 through June 30, 2024
- \$4,500 per month for the period July 1, 2024 through June 30, 2025
- \$4,500 per month for the period July 1, 2025 through June 30, 2026

The monthly fee is negotiable on renewal of contract beyond initial term.

Section II. Additional Marketing Activities

For the specific marketing activities the Contractor is required to perform, and identified in Section VI. Additional Marketing Activities of Attachment A: Scope of Work, the contractor shall be paid the actual cost of the specific activity, documented by paid receipts, in an amount not to exceed the amount identified below for each activity:

1. Attend appropriate industry events, and maintaining a professional and attractive presence at industry trade shows by engaging the use of creative booth space and collateral material (e.g., artwork, hand-outs, etc.), including the COLA awards dinner

and show and/or the Association of Film Commissions International (AFCI) Locations Show:

- \$2,500 for the period October 10, 2022 through June 30, 2023
 - \$2,500 for the period July 1, 2023 through June 30, 2024;
 - \$2,500 for the period July 1, 2024 through June 30, 2025
 - \$2,500 for the period July 1, 2025 through June 30, 2026
2. Creating pamphlets, fact sheets, flyers, and other printed marketing materials for special events, initiatives, and promotions, in cooperation with the Bishop Chamber of Commerce and Inyo County Communications Liaison.
- \$500 per fiscal year through June 30, 2026

Section III. Travel and Per Diem

The Contractor's travel and per diem expense shall be paid in accordance with Section 3. Paragraph B. of this Agreement. These costs include all mileage, lodging and food expenses associated with all of the general services and work requested by the County in this Agreement, as well as the specific marketing activities requested by the County in this Agreement.

The Contractor's travel and per diem expense reimbursement shall not exceed:

- \$4,500 for the period October 10, 2022 through June 30, 2023
- \$4,500 for the period July 1, 2023 through June 30, 2024
- \$4,500 for the period July 1, 2024 through June 30, 2025
- \$4,500 for the period July 1, 2025 through June 30, 2026

Section IV. Contract Totals

Total for October 10, 2022 through June 30, 2023: **\$48,000**

- Flat monthly fee (\$4,500 x 9): \$40,500
- Additional Marketing Activities
 - ✓ Industry events: \$2,500
 - ✓ Pamphlets: \$500
- Travel and per diem: \$4,500

Total for July 1, 2023 through June 30, 2024: **\$61,500**

- Flat monthly fee (\$4,500 x 12): \$54,000
- Additional Marketing Activities
 - ✓ Industry events: \$2,500
 - ✓ Pamphlets: \$500
- Travel and per diem: \$4,500

Total for July 1, 2024 through June 30, 2025: **\$61,500**

- Flat monthly fee (\$4,500 x 12): \$54,000
- Additional Marketing Activities
 - ✓ Industry events: \$2,500
 - ✓ Pamphlets: \$500
- Travel and per diem: \$4,500

Total for July 1, 2025 through June 30, 2026: **\$61,500**

- Flat monthly fee (\$4,500 x 12): \$54,000
- Additional Marketing Activities
 - ✓ Industry events: \$2,500
 - ✓ Pamphlets: \$500
- Travel and per diem: \$4,500

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO

AND JESSE STEELE
FOR THE PROVISION OF FILM COMMISSIONER **SERVICES**

TERM:

FROM: October 13, 2022 **TO:** June 30, 2023

SEE ATTACHED INSURANCE PROVISIONS

Attachment C: Insurance Requirements for Services & Projects where a professional license is not required

(See Risk for review before use for Airport, Technology, Heavy Equipment/Construction, Environmental Hazards, or Medical/Legal)

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:** ISO Form CG 00 01 covering general liability 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. For contracts involving work with or service to minors (i.e., people under the age of 18 in California), sexual assault and misconduct ("SAM") coverage is required with limits no less than those listed in this paragraph for other types of loss. The general liability policy shall contain, or be endorsed to contain, additional insured status. Proof of additional insured status must be submitted along with a certificate of insurance showing general liability coverage limits. See "Other Insurance Provisions" below.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8), and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage. *May be waived with signed and dated letter on Contractor's letterhead certifying that no vehicle or mobile equipment will be used in the execution of the agreement.* See "Other Insurance Provisions" below.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. *May be waived with signed and dated letter on Contractor's letterhead certifying that Contractor has no employees.* See "Other Insurance Provisions" below.

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 : Insurance Requirements for Services & Projects
where a professional license is not required**

(See Risk for review before use for Airport, Technology, Heavy Equipment/Construction, Environmental Hazards, or Medical/Legal)

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.

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.

**Attachment : Insurance Requirements for Services & Projects
where a professional license is not required**

(See Risk for review before use for Airport, Technology, Heavy Equipment/Construction, Environmental Hazards, or Medical/Legal)

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

Verification of Coverage: Contractor shall furnish Inyo County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsement Page of the CGL policy and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations and Endorsements pages are to be received and approved by Inyo County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Inyo County is an additional insured on insurance required from subcontractors.

Duration of Coverage: CGL & Excess liability policies for any construction related work, including, but not limited to, maintenance, service, or repair work, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

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

-end-

County of Inyo

Sole Source Authorization Form

Vendor: Jesse Steele

Date: July 2, 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:

Staff and the Film Commissioner are currently in the midst of several major, interconnected projects that are foundational to the long term effectiveness of the Film Commission. These include redesigning and modernizing the film permit system, overhauling the public facing website, and developing an internal database to streamline operations and support industry outreach. Each of these projects is well underway and relies heavily on the Film Commissioner's direct involvement, institutional knowledge, and established relationships with vendors, local partners, and the film industry.

Starting over with a new contractor at this stage would impose significant costs—both financial and operational. A new Film Commissioner would need substantial time to become familiar with the County's existing systems, historical practices, current workflows, and the specific goals of each ongoing project. This learning curve would slow progress considerably and likely require duplicative spending, as the County would need to revisit design decisions, re-explain project requirements, and reestablish the momentum that has already been built.

Additionally, many of the current initiatives involve proprietary knowledge and customized solutions that Mr. Steele has helped shape from the ground up. Reintroducing these components to a new contractor would add avoidable expense.

Beyond direct costs, the delays associated with onboarding a new Film Commissioner at this juncture would meaningfully hinder the County's ability to deliver these improvements on schedule. The permit system upgrade, in particular, is time sensitive, as it affects customer service, response times, and the County's reputation with location managers and production companies. Interruptions could translate into lost filming opportunities or decreased industry confidence. Similarly, the website and database projects are at phases where continuity and decision making speed are critical. Momentum lost now would push completion timelines into future fiscal years, requiring additional staff time, recoordination with technical consultants, and potentially higher contract costs due to extended project durations.

For these reasons, issuing a new RFP at this point would not only disrupt progress, but also create unnecessary financial burden and diminish the County's return on the investments already made. Maintaining continuity with the current Film Commissioner for Fiscal Year 2026 – 2027 ensures that these major initiatives can be completed efficiently, without backtracking, duplication of effort, or costly delays.


David Fraser (Jul 6, 2026 16:51:12 PDT)
Department Head Signature

Sole Source Approval

Denelle Carrington (Jul 6, 2026 11:23:56 PDT)
Purchasing Agent Signature

County Counsel Signature

Kortni Girardin (Jul 6, 2026 13:32:19 PDT)
Auditor-Controller Signature

Film Commissioner Sole Source Extension 2026-27

Final Audit Report

2026-07-06

Created:	2026-07-02
By:	Meaghan McCamman (mmccamman@inyocounty.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAHeK7BRXBtqhP0PiSyNRgwwXU9ocRe3Ga

"Film Commissioner Sole Source Extension 2026-27" History

-  Document created by Meaghan McCamman (mmccamman@inyocounty.us)
2026-07-02 - 10:32:02 PM GMT
-  Document emailed to Denelle Carrington (dcarrington@inyocounty.us) for signature
2026-07-02 - 10:32:57 PM GMT
-  Email viewed by Denelle Carrington (dcarrington@inyocounty.us)
2026-07-06 - 6:23:03 PM GMT
-  Document e-signed by Denelle Carrington (dcarrington@inyocounty.us)
Signature Date: 2026-07-06 - 6:23:56 PM GMT - Time Source: server - Signature Appearance Selected: TYPE
-  Document emailed to John-Carl Vallejo (jcvallejo@inyocounty.us) for signature
2026-07-06 - 6:23:57 PM GMT
-  Email viewed by John-Carl Vallejo (jcvallejo@inyocounty.us)
2026-07-06 - 6:40:49 PM GMT
-  Document e-signed by John-Carl Vallejo (jcvallejo@inyocounty.us)
Signature Date: 2026-07-06 - 6:41:02 PM GMT - Time Source: server - Signature Appearance Selected: IMAGE
-  Document sent to Amy Shepherd (ashepherd@inyocounty.us) and Kortni Girardin (kgirardin@inyocounty.us) for signature. One of them to sign
2026-07-06 - 6:41:04 PM GMT
-  Email viewed by Kortni Girardin (kgirardin@inyocounty.us)
2026-07-06 - 8:32:06 PM GMT
-  Document e-signed by Kortni Girardin (kgirardin@inyocounty.us)
Signature Date: 2026-07-06 - 8:32:19 PM GMT - Time Source: server - Signature Appearance Selected: DRAW



Document emailed to David Fraser (dfraser@inyocounty.us) for signature

2026-07-06 - 8:32:21 PM GMT



Email viewed by David Fraser (dfraser@inyocounty.us)

2026-07-06 - 11:50:33 PM GMT



Document e-signed by David Fraser (dfraser@inyocounty.us)

Signature Date: 2026-07-06 - 11:51:12 PM GMT - Time Source: server - Signature Appearance Selected: MOBILE_DRAW



Agreement completed.

2026-07-06 - 11:51:12 PM GMT



COUNTY OF INYO
CALIFORNIA

Powered by
Adobe
Acrobat Sign

**AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE COUNTY OF INYO &
JESSE STEELE FOR THE PROVISION OF FILM COMMISSIONER SERVICES**

This Agreement and Amendment is entered into June 30, 2026, by and between the County of Inyo (hereinafter, "County"), a political subdivision of the State of California, and Jesse Steele (hereinafter, "Contractor"), for the purposes of amending that certain Agreement between the County and Contractor, and executed by the same on October 10, 2022 and providing for Film Commissioner services (the "Contract"). The County and Contractor are sometimes referred to herein collectively as "the parties."

NOW, THEREFORE, the parties agree as follows:

1. The Term of the Contract set forth in Paragraph 2 and restated throughout the Contract on Attachments A, B, and C is hereby extended through June 30, 2027.
2. The total sum of all payments made by the County to Contractor for services and work performed under this amendment shall not exceed \$61,500.00.
3. All other terms and conditions of the Contract not expressly amended shall remain in full force and effect.

IN WITNESS THEREOF, AS SET FORTH BELOW, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS AS OF THE DATE FIRST ABOVE MENTIONED.

COUNTY OF INYO:

Trina Orrill, Board Chair

Approved as to Form:



Eric Chilton (Jul 7, 2026 11:02:42 PDT)
County Counsel

CONTRACTOR:



Jesse Steele (Jul 7, 2026 13:23:07 PDT)

Signature

Jesse Steele, Inyo County Film Commissioner

Print Name and Title

Approved as to Accounting Form:


Kortny Girardin (Jul 7, 2026 11:01:24 PDT)

Auditor-Controller



INYO COUNTY BOARD OF SUPERVISORS

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

DAVID FRASER
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



In Memoriam

Judd Alan Symons lived his life in service – steadfast, compassionate, and deeply rooted in the Owens Valley community he loved. Born on October 9, 1967, in Sacramento, Judd moved to Bishop as an infant, growing up surrounded by the rugged beauty of the valley that shaped his character. He spent his childhood hunting, fishing, camping, and helping with family projects – simple experiences that fostered his sense of responsibility, his love of the outdoors, and his commitment to others.

Judd discovered his true calling early. As a teenager, he became a sheriff's cadet and earned his EMT certification, eagerly awaiting his 18th birthday to begin work with Aegis Ambulance. From his very first call, it was clear he was meant for emergency medical service. He was steady under pressure, focused when chaos closed in, and endlessly reassuring to those who needed him most.

After completing paramedic training through the Stanford-Foothill Paramedic Program, Judd returned home with a vision that would change EMS in the Owens Valley forever. In 1989, at only 21 years old, he and his father, John, purchased the local ambulance service and created Symons Emergency Specialties. It quickly became a family enterprise – John, his mother, Carol, and sister, Sally, all working alongside Judd as he built a service that would become the backbone of emergency care in the region.

Through Judd's leadership, determination, and relentless work ethic, the service evolved into a multi-unit, 24/7 lifesaving operation. It grew from providing Limited Advanced Life Support to becoming an Advanced Life Support provider, requiring Judd to maintain an impressive array of certifications and demonstrating his unwavering commitment to high-quality patient care. He raised the standard of care to the highest level the area had ever seen, and just as importantly, he spent years mentoring the next generation of EMTs and paramedics, co-teaching local EMT classes and guiding countless young people into careers that mattered.

Judd's generosity extended far beyond his business. He volunteered thousands of hours providing standby coverage at local football games, rodeos, parades, youth sports, and community gatherings. For him, it was never an obligation – it was a privilege. His devotion also led him to serve 18 years with the Bishop Volunteer Fire Department, rising to the rank of Captain and playing a vital role in keeping his community safe.

His willingness to volunteer time and resources played a vital role in enabling Bishop to host events such as the California High School Rodeo, contributing to their ongoing success and community impact.

Over nearly four decades, Judd's work expanded well beyond Bishop. Symons Emergency Specialties grew into Symons Ambulance, supporting major events such as NASCAR races, concerts, and

festivals throughout Southern California. One of his many adventures even took him down the rugged route of the Baja 500 in an off-road ambulance uniquely suited for the challenge. Following the closure of Symons Ambulance in 2023, Judd continued serving through Sierra Life Flight as a flight medic, ground medic, and a natural mentor to young EMS providers. In April 2023, Judd was named Inyo County's EMS Provider of the Year – a fitting recognition of a lifetime of service, leadership, and devotion to the wellbeing of others. He remained devoted to this calling until his final day on June 28, 2026.

Yet for all his accomplishments, Judd would say his greatest joy – and greatest honor – was his family. He married Regina (Gina) in 2014, proudly becoming a stepfather to Coltin, and welcoming his son LJ in 2017. Though his work demanded long hours, nothing meant more to him than time spent with Gina and the boys – teaching them to rebuild engines, taking them camping and fishing, off-roading through the desert, or exploring life with curiosity and grit. His only regret would be not having more years to share with them.

Today, his passing leaves a void impossible to measure. He leaves behind his beloved wife Gina, his sons LJ and Coltin, his mother Carol, his sister Sally, a large extended family, countless friends, and an entire community who felt safer simply knowing he was out there.

Judd Symons was a responder, a teacher, a mentor, a protector, and a friend. And while his passing leaves a void impossible to measure, his legacy lives on in the lives he saved, the people he guided, and the community he strengthened. In honoring Judd, we honor a life spent in the service of others, lived with courage, kindness, and unwavering heart.

- **Inyo County Board of Supervisors**